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EAST FALLOWFIELD TOWNSHIP

Board of Supervisors Meeting Agenda

October 14, 2025 at 6:30 PM



NOTE: BOARD OF SUPERVISORS MEETINGS ARE NOW LIVESTREAMED TO OUR YOUTUBE CHANNEL: <https://www.youtube.com/@eastfallowfieldtownship>

1. Call to order, silent meditation, and pledge of allegiance.

2. APPROVAL OF MINUTES

a. September 23, 2025 Board of Supervisors Meeting Minutes

PROPOSED MOTION: I make a motion to approve the September 23, 2025 Board of Supervisors meeting minutes as presented.

3. TREASURER'S REPORT

a. Payment Authorizations

PROPOSED MOTION: I make a motion to approve the Payment Authorizations for the period of September 24, 2025 through October 14, 2025 in the total amount of \$ as presented

4. MANAGER'S REPORT

a. Authorize advertisement of bids for Saw Mill Road Culvert Replacement Project.

PROPOSED MOTION: I move that the Township authorize the advertisement to request bids for the Saw Mill Road Culvert Replacement Project

b. Traffic Engineer, Mike Schneider (Pennoni) to Provide Update on Traffic Calming Project in Newlinville (Informational)

c. Addendum to the October 5, 2023 contract between East Fallowfield Township and A.J. Blosenski increasing bulk item collection from once monthly to one item every week at no additional cost.

PROPOSED MOTION: I make a motion to approve an addendum to the October 5, 2023 contract between East Fallowfield Township and A.J. Blosenski increasing the bulk item collection from once monthly to one item every week.

d. Bulk Trash Drop-Off Event on Saturday October 18 9:00am-3:00pm (Informational)

e. Updates on Municipal Building Committee and addressing rumors about the sale of East Fallowfield Elementary School (Informational)

f. 2026 Budget Overview and Workshop (Informational)



EAST FALLOWFIELD TOWNSHIP

Board of Supervisors Meeting Agenda October 14, 2025 at 6:30 PM



5. OLD BUSINESS
6. NEW BUSINESS
7. PUBLIC PARTICIPATION - 20 minutes
8. ADJOURNMENT

The agenda is finalized 24 hours before the regular meeting.

EAST FALLOWFIELD TOWNSHIP
BOARD OF SUPERVISORS MEETING
September 23, 2025 **UNApproved Minutes**
6:30 p.m.

Members Present

Clare Small-McEvoy, Chairwoman
Mike Domboski, Vice Chairman
Wilson Lambert, Member
Katja DiRado, Member
Al Wright, Member

Township Staff Present

Scott Swichar, Township Manager
Dave Hindman, Township Treasurer
Chad Osborn, Police Chief
Township Solicitor
Mike Crotty

1. CALL TO ORDER, SILENT MEDITATION, PLEDGE OF ALLEGIANCE

Vice Chairman Domboski called the meeting to order at 6:30 PM.

2. An executive session was held on September 11, 2025 to discuss legal matters.

3. DISCUSSION

B. APPROVAL OF MINUTES

AUGUST 26, 2025 BOARD OF SUPERVISORS MEETING MINUTES

MOTION: Vice Chairman Domboski made a motion to approve the August 26, 2025 Board of Supervisors meeting minutes as presented. Supervisor DiRado seconded.

VOTE: 5-0.

C. FIRE DEPARTMENTS & DEPARTMENT OF EMERGENCY SERVICES

- 1) August Westwood Fire Company Fire Chief's Report submitted for Board and resident review.
- 2) August Westwood Fire Company EMS Report submitted for Board and resident review.
- 3) August Modena Fire Company Fire Chief's Report submitted for Board and resident review.
- 4) August Modena Fire Company Fire Chief's Report – East Fallowfield Calls Only submitted for Board and resident review.
- 5) August Modena Fire Company EMS Report submitted for Board and resident review.

D. SUMMARY BY APPLICABLE BOARD LIAISON

Township Office – Supervisor Wright
Police Department – Supervisor DiRado
Public Works Department –Chairwoman McEvoy
Emergency Services and Fire Marshal –Vice Chairman Domboski
Planning Commission – Supervisor Domboski
Historical Commission – Supervisor Lambert
Park and Recreation –Supervisor Wright
Environmental Advisory Committee (EAC)– Supervisor DiRado

A. TREASURER’S REPORT

1) August 31, 2025 Treasurer’s Report

MOTION: Supervisor DiRado made a motion to approve the August 31, 2025 Treasurer’s Report as presented. Vice Chairman Domboski seconded.

VOTE: 5-0.

2) Payment Authorizations.

MOTION: Vice Chairman Domboski made a motion to approve the Payment Authorizations for the period of August 27 through September 23, 2025 in the total amount of \$238,216.41 as presented. Supervisor DiRado seconded.

VOTE: 5-0.

3) 2026 Minimum Municipal Obligation (MMO) for East Fallowfield Township - Police Pension Plan & Non-Uniform Pension Plan (Informational).

Treasurer Hindman stated that the MMO for the administrative staff is paid through payroll every two weeks and for police the MMO is paid through a lump sum payment once a year to satisfy requirements from Pennsylvania Municipal Retirement System.

4) Contract with Autoagent for Municipay Online Payment Portal Solution

MOTION: Supervisor DiRado made a motion to approve a 3-year agreement with Autoagent for Municipay Online Payment Portal Solution. Supervisor Wright seconded.

Treasurer Hindman stated that this will be a new credit card processor for the township. The fees will be paid by the end user. If residents do not want to pay by credit card, they can pay by e-check.

Manager Swichar stated that the former vendor, Paytrace, is no longer supported by the township’s bank, Meridian. The township has already been using a credit card processor.

VOTE: 5-0.

B. TOWNSHIP MANAGER'S REPORT

- 1) Applications for Municipal Building Committee Received from Deborah Stoff, Shane Cloyd, and Clare Small McEvoy (Informational)

Township Manager Swichar stated that the township advertised openings on the municipal building committee. The township received several applications, and he stated that we appreciate the interest from the applicants that applied. The board is looking at how and when they will interview the applicants. Mr. Swichar stated that he expects this will happen at an upcoming meeting this year.

- 2) First Budget Workshop: October 14, 2025 (Informational)

Mr. Swichar stated that the first budget workshop is on October 14. This is also the date of the regular board meeting so any other township business could appear on the agenda as well. The township advertised the dates for the budget meetings on the township website.

- 3) Approval for Emergency Contract with Hafer Equipment for Repairs to Gasoline Pump

Mr. Swichar stated that DEP notified the township that their 3 year inspection was due in June. The inspection was completed before the deadline of August 9. The inspection revealed some deficiencies that needed corrective action. DEP requires that the deficiencies be corrected as soon as possible. The Township will replace the faulty overfill valve with an overfill alarm and a new pipe jacket needs to be installed.

MOTION: Supervisor DiRado made a motion to retroactively approve an agreement with Hafer Equipment to repair the product piping jacket and install an overfill alarm. Vice Chairman Domboski seconded.

VOTE: 5-0.

- 4) Bulk Trash Drop-Off Event on Saturday, October 18 9:00am-3:00pm (Informational)

Mr. Swichar stated that the event is at the township building. The event is free for township residents. Proof of residency is required. The township will only take appliances with freon removed.

Supervisor Wright questioned if the township is still accepting electronics during regular business hours.

Township Manager stated yes. The electronics collection on October 18 is in addition to the township's regular collection of electronics during regular business hours at the township building.

- 5) New Business: Supervisor Lambert questioned when the interviews will take place for the township building committee. Supervisor Lambert went on record to say that he is opposed to Shane Cloyd joining the municipal building committee due to his excessive Right to Know requests and the fact that the township budget will need to be increased significantly to these requests.

- 6) Mr. Swichar stated that the township has received higher than normal complaints about their hauler this month. The township will be meeting with them this month. We ask that residents continue to let the township know about trash issues. Please email the township at trash@eastfallowfield.org.

Mr. Swichar stated that the township is continuing to work with Chester County Conservation District regarding the collapsed bridge on Mortonville Road and to figure out if the stream needs to be reconstructed. They will be at the site in October to conduct a survey. T.P.D. will be preparing the bid package and getting it ready for October as well as working with Verizon on utility relocation.

C. LEGAL

- 1) Zoning Hearing Board Application (Request for Variance) Received for 105 Mortonville Road (Informational)

Solicitor Crotty stated that the township received two applications for the zoning hearing board. 105 Mortonville Road is a variance request to build a storage barn within front yard setback. The township has the option of staying neutral, taking a position in favor or taking a position in opposition. Generally, the township resorts to the zoning hearing board to make the decision.

- 2) Zoning Hearing Board Application (Request for Special Exception) Received for 152 Doe Run Road (Informational)

Mr. Crotty stated the application is to add auto sales to the existing business use.

There was a board discussion about whether the board should take a position.

- 3) New Business

D. PARK AND RECREATION BOARD

- 1) No report submitted

- a. No Report Submitted

Supervisor DiRado questioned if the board would discuss a new chair for the park and recreation board. Chairman Domboski stated that the park and recreation board would select their new chair.

- b. East Fallowfield Township Flea Market on September 27, 2025, 9:00am-12:00pm at the

Township Park (Informational)

c. Proposal from Jets Bounce Party Rental

MOTION: Supervisor Wright made a motion that the Township approve a proposal from Jets Bounce Party Rental in the amount of \$470 from the Township's Park and Recreation fund for an inflatable rental at the Fall Festival/Cornhole Tournament on October 11, 2025. Supervisor Lambert seconded.

Jerry Dickinson stated that information on the tournament is on the township website. The tournament is being run by United Sports. He stated that Animated Brewing and food rucks will be present.

VOTE: 5-0.

1 PLANNING COMMISSION

- 1) No Report Submitted

2 POLICE DEPARTMENT

- 1) July Police Report submitted for Board and resident review.

3 HISTORICAL COMMISSION

- 1) Report Submitted

4 OLD BUSINESS: None

- 5 NEW BUSINESS: Supervisor DiRado stated that the property on Goosetown Road should be considered for horse trails.

6 PUBLIC PARTICIPATION:

Phillip Roomet, township resident, discussed variance relief given to 102 Perry Court. The variance expired one year after it was issued. He discussed appliances being dropped off at the bulk drop off event and discussed an application submitted to the municipal building committee.

Vice Chairman Domboski questioned if the plastic bag survey is still open.

Mr. Swichar stated yes.

Solicitor Crotty stated that under the terms of the variance, an applicant would need to reapply. If they are applying for the same thing, they would need to reapply.

Shane Cloyd, township resident, discussed the township's building committee, traffic calming construction date, right to know requests.

Barbara Root, township resident, discussed the municipal building committee.

Courtney Himes, township resident, discussed how the meeting was run.

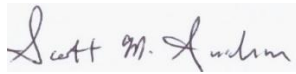
Nina Petro, township resident, discussed microphones in the meeting room.

7 ADJOURNMENT

MOTION: Vice Chairman Domboski made a motion to adjourn the September 23, 2025, of Supervisors Meeting at 7:05 pm. Supervisor Wright seconded.

VOTE: 5-0.

Respectfully Submitted,

A handwritten signature in dark ink, appearing to read "Scott M. Swichar", is written on a light gray rectangular background.

Scott Swichar,
Township Manager/Secretary

**East Fallowfield Township - General Fund
Payment Authorization Detail
September 24 through October 14, 2025**

	Type	Date	Num	Due Date	Aging	Open Balance
21st Century Media						
	Bill	09/16/2025	2755327	09/26/2025	13	396.13
	Bill	09/16/2025	2755326	09/26/2025	13	329.39
Total 21st Century Media						725.52
A & Z 2025 Lincoln Corp						
	Bill	09/02/2025	320	10/02/2025	7	168.00
Total A & Z 2025 Lincoln Corp						168.00
Aflac						
	Bill	09/25/2025	447058	10/10/2025		232.62
Total Aflac						232.62
American United Life Insurance Company						
	Bill	09/17/2025	G-00620709-9/17/2025	09/27/2025	12	901.06
Total American United Life Insurance Company						901.06
ASAP Hydraulics, Inc.						
	Bill	09/23/2025	4010349	10/03/2025	6	294.85
	Bill	09/24/2025	4010675	10/04/2025	5	46.10
Total ASAP Hydraulics, Inc.						340.95
Brandywine Valley SPCA						
	Bill	09/30/2025	Sep07	10/10/2025		67.60
Total Brandywine Valley SPCA						67.60
Cleaning for Cures, LLC						
	Bill	09/30/2025	3755	10/10/2025		300.00
Total Cleaning for Cures, LLC						300.00
CompNet, Inc.						
	Bill	09/30/2025	14723	10/30/2025		440.00
	Bill	09/30/2025	14724	10/30/2025		2,677.50
Total CompNet, Inc.						3,117.50
David Heiser's Inc.						
	Bill	09/29/2025	30483	10/09/2025		90.00
Total David Heiser's Inc.						90.00
FP Mailing Solutions						
	Bill	09/22/2025	RI106788578	10/22/2025		56.85
Total FP Mailing Solutions						56.85
H.A. Berkheimer, Inc.						
	Bill	09/30/2025	25090020	10/10/2025		2.74
Total H.A. Berkheimer, Inc.						2.74
Hatt's Industrial Supplies, Inc.						
	Bill	09/18/2025	3139748	09/28/2025	11	51.99
Total Hatt's Industrial Supplies, Inc.						51.99
Herbert E. MacCombie, Jr. P.E.						
	Bill	09/25/2025	2025-09-001	10/05/2025	4	135.00
	Bill	09/25/2025	2025-09-002	10/05/2025	4	195.50
Total Herbert E. MacCombie, Jr. P.E.						330.50
Keystone Municipal Services, Inc.						
	Bill	09/11/2025	39582-39601;39617-22	10/11/2025		18,934.19
Total Keystone Municipal Services, Inc.						18,934.19
Mark A. Hagerty - Court Reporter						
	Bill	09/28/2025	9/24/25-ZHB	10/08/2025	1	291.75
Total Mark A. Hagerty - Court Reporter						291.75
Motorola Solutions, Inc						
	Bill	09/05/2025	1411203323	10/05/2025	4	42.61
	Bill	09/09/2025	1411203806	10/09/2025		5,482.15
Total Motorola Solutions, Inc						5,524.76
Paymerang, LLC.						

**East Fallowfield Township - General Fund
Payment Authorization Detail
September 24 through October 14, 2025**

	Bill	09/30/2025	IN-004467	10/10/2025		100.00
Total Paymerang, LLC.						100.00
PECO {12000} Twp Bldg						
	Bill	09/22/2025	6978912000-9/22/25	10/02/2025	7	463.58
Total PECO {12000} Twp Bldg						463.58
PECO {73000} Police Bldg						
	Bill	09/24/2025	5946073000-9/24/25	10/04/2025	5	222.32
Total PECO {73000} Police Bldg						222.32
PECO {99000} Park						
	Bill	09/24/2025	7417999000-9/24/25	10/04/2025	5	62.56
Total PECO {99000} Park						62.56
Pennonni Associates Inc						
	Bill	09/24/2025	1293541	10/04/2025	5	81.50
	Bill	09/24/2025	1293542	10/04/2025	5	40.75
	Bill	09/24/2025	1293543	10/04/2025	5	163.00
	Bill	09/24/2025	1293544	10/04/2025	5	515.25
Total Pennoni Associates Inc						800.50
Pennsylvania American Water						
	Bill	09/05/2025	210029460622-9/5/25	09/15/2025	24	66.56
	Bill	10/06/2025	220039004224-10/6/25	10/16/2025		221.70
	Bill	10/06/2025	210029460622-10/6/25	10/16/2025		64.77
Total Pennsylvania American Water						353.03
Pennsylvania Municipal Health Insur. Coop						
	Bill	10/08/2025	232040-0	10/18/2025		29,679.87
Total Pennsylvania Municipal Health Insur. Coop						29,679.87
Pennsylvania Municipal Retirement System						
	Bill	09/17/2025	MMO 2025	09/27/2025	12	86,969.00
Total Pennsylvania Municipal Retirement System						86,969.00
Pennsylvania One Call System, Inc.						
	Bill	09/30/2025	1120878	10/10/2025		45.66
Total Pennsylvania One Call System, Inc.						45.66
Petroleum Traders Corporation						
	Bill	09/23/2025	2123149	10/03/2025	6	581.04
	Bill	09/30/2025	2124130	10/10/2025		243.03
	Bill	10/07/2025	2125792	10/17/2025		594.60
Total Petroleum Traders Corporation						1,418.67
Primo Brands - Office						
	Bill	09/20/2025	15I0435869060	09/30/2025	9	112.42
Total Primo Brands - Office						112.42
Semperon Corporation						
	Bill	10/01/2025	SEMP-8503	10/11/2025		362.16
	Bill	10/01/2025	SEMP-8676	10/11/2025		193.30
Total Semperon Corporation						555.46
Teamsters Health & Welfare Fund						
	Bill	10/01/2025	02531-001 - Nov2025	10/11/2025		7,210.04
Total Teamsters Health & Welfare Fund						7,210.04
Triple S Welding & Equipment Repair						
	Bill	09/17/2025	2922	09/27/2025	12	3,600.00
Total Triple S Welding & Equipment Repair						3,600.00
Unique Compliance Services						
	Bill	10/01/2025	2634	10/31/2025		1,888.00
Total Unique Compliance Services						1,888.00
Verizon {Township Internet} 753-895-532						
	Bill	09/27/2025	753-895-532-9/27/25	10/07/2025	2	99.00
Total Verizon {Township Internet} 753-895-532						99.00
Viking Termite & Pest Control, LLC.						
	Bill	10/01/2025	903373002	10/11/2025		80.00

**East Fallowfield Township - General Fund
 Payment Authorization Detail
 September 24 through October 14, 2025**

Total Viking Termite & Pest Control, LLC.						80.00
West Bradford Township						
	Bill	08/25/2025	2025-4897	09/04/2025	35	37.36
Total West Bradford Township						<u>37.36</u>
TOTAL						<u><u>164,833.50</u></u>

East Fallowfield Township - Fire.EMS Fund
Payment Authorization Detail
September 24 through October 14, 2025

	Type	Date	Num	Due Date	Aging	Open Balance
Pennsylvania American Water { Hydrants}						
	Bill	10/03/2025	210029592567-10/3/25	10/13/2025		2,926.08
Total Pennsylvania American Water { Hydrants}						2,926.08

East Fallowfield Township - Trash Fund
Payment Authorization Detail
September 24 through October 14, 2025

	<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Due Date</u>	<u>Aging</u>	<u>Open Balance</u>
A.J. BLOSENSKI INC						
	Bill	10/01/2025	2613793W3	10/11/2025	8	64,856.24
Total A.J. BLOSENSKI INC						64,856.24
Chester County Solid Waste Authority						
	Bill	09/15/2025	76084	09/25/2025	24	5,238.96
	Bill	09/22/2025	76170	10/02/2025	17	4,583.26
	Bill	09/30/2025	76250	10/10/2025	9	3,884.40
	Bill	10/07/2025	76331	10/17/2025	2	5,545.95
Total Chester County Solid Waste Authority						19,252.57
TOTAL						84,108.81

East Fallowfield Township - Liquid Fuels Fund
Payment Authorization Detail
September 24 through October 14, 2025

	Type	Date	Num	Due Date	Aging	Open Balance
Allan Myers						
	Bill	09/16/2025	30-00298203	09/26/2025	13	506.80
	Bill	09/23/2025	30-00298741	10/03/2025	6	808.97
Total Allan Myers						1,315.77
Anderson Truck & Auto Repair, Inc						
	Bill	09/16/2025	118621	09/26/2025	13	2,488.23
Total Anderson Truck & Auto Repair, Inc						2,488.23
H. A. Weigand, Inc.						
	Bill	09/16/2025	126316	10/16/2025		170.00
Total H. A. Weigand, Inc.						170.00
Highway Materials LLC						
	Bill	09/18/2025	4740586	09/28/2025	11	598.29
Total Highway Materials LLC						598.29
PECO {21007} NEW75000						
	Bill	09/24/2025	3858675000-9/24/25	10/04/2025	5	65.71
Total PECO {21007} NEW75000						65.71
Pennonni Associates Inc						
	Bill	09/24/2025	1293545	10/04/2025	5	3,013.75
Total Pennoni Associates Inc						3,013.75
Petroleum Traders Corporation						
	Bill	09/30/2025	2124116	10/10/2025		67.16
Total Petroleum Traders Corporation						67.16
TOTAL						7,718.91

East Fallowfield Township - Park Rec. Fund
 Payment Authorization Detail
 September 24 through October 14, 2025

	<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Due Date</u>	<u>Aging</u>	<u>Open Balance</u>
H.A. Weigand Inc.						
	Bill	09/16/2025	126316	10/16/2025		170.00
Total H.A. Weigand Inc.						170.00
TOTAL						170.00

East Fallowfield Township - Capital Fund
Payment Authorization Detail
September 24 through October 14, 2025

	Type	Date	Num	Due Date	Aging	Open Balance
Pennoni Associates, Inc						
	Bill	09/24/2025	1293538	10/04/2025	5	895.00
Total Pennoni Associates, Inc						895.00
TOTAL						895.00

East Fallowfield Township - Rebill Fund
Payment Authorization Detail
September 24 through October 14, 2025

	Type	Date	Num	Due Date	Aging	Open Balance
Pennoni Associates, Inc						
	Bill	09/24/2025	1293539	10/09/2025		146.00
	Bill	09/24/2025	1293540	10/09/2025		1,680.25
Total Pennoni Associates, Inc						1,826.25
TOTAL						1,826.25

Total of All Bills Paid September 24 through October 14, 2025

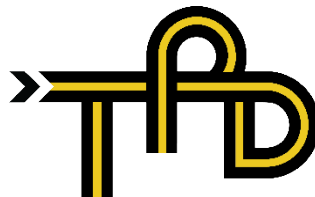
TOTAL ALL BILLS	\$	262,478.55
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BIDDING AND CONTRACT DOCUMENTS

For

Saw Mill Road Culvert Pipe Replacement Project
East Fallowfield Township
Chester County, PA

Prepared By:



TPD

1025 Andrew Drive, Suite 110
West Chester, PA 19380
P: 610.326.3100
F: 484.240.8088

October 17, 2025



Saw Mill Road Culvert Pipe Replacement Project

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**East Fallowfield Township
Chester County, Pennsylvania
Saw Mill Road Culvert Pipe Replacement Project**

Advertisement for Bids

East Fallowfield Township will receive **sealed bids** for the East Fallowfield Township Saw Mill Road Culvert Pipe Replacement Project. The scope of work generally includes removal of existing storm pipe arch and structures, install new storm pipe and structures, concrete curb, paving, E&S and associated work. Bids will be submitted on <https://pennbid.bonfirehub.com/> and will remain open until **November 14, 2025 at 3:00 PM** at which time the bids will be opened immediately, virtually on PennBid, and made public. Bids will have a tentative award date of **November 26, 2025**. Faxed bids will not be accepted.

The work indicated will be at a minimum, partially funded via Local Share Account Grant from the Commonwealth of Pennsylvania acting through the Commonwealth Financing Authority. The bidding process, contract, and conduct of the work must meet the requirements of the Local Share Account grant agreement, which has been entered into by East Fallowfield Township, and the Commonwealth of Pennsylvania. The agreement(s) obligates East Fallowfield Township to certain compliance requirements. If said compliance requirements are not followed, funding for the project will be at risk. Bidder's attention is directed to the Technical Specifications Section of the bid package, which contains the MTF Reimbursement Agreements and related Additional Special Provisions as an attachment. These documents outline the specific requirements of the Local Share Account Grant Contract. Submission of a bid for this Project will be considered the Contractors acknowledgement of these requirements and commitment to adhere to the same.

The contract documents and solicitation details are available at no cost on <https://pennbid.bonfirehub.com/>. A nominal fee is assessed only to bidders who are awarded contracts. For bidders who are not the winning bid; there are absolutely no fees. All questions shall be submitted to <https://pennbid.bonfirehub.com/>.

Bids are to be submitted on <https://pennbid.bonfirehub.com/>. Each bid shall be accompanied by a bidder's bond, certified check or cashier's check, in favor of East Fallowfield Township in the amount of not less than 10% of the total amount of the bid. The successful bidder shall be bound to furnish and pay for a Performance Bond and a Labor & Material Payment Bond in an amount equal to one hundred percent (100%) of the contract price, on bond forms provided by East Fallowfield Township.

A pre-bid meeting will be held virtually on **October 31, 2025 at 11:00 AM**. All plan holders will receive a notification on **October 30, 2025** with instructions for how to access the virtual pre-bid meeting for this project.

All bidders must be PennDOT pre-qualified and must complete a non-collusion affidavit. This contract is in accordance with the Pennsylvania Prevailing Wage Act, and the successful bidder shall pay no less than the Wage Rates determined for the project as stated in the Contract documents. There is a zero percent verify requirement for MBE and/or WBE participation.

Award of the Contract, if the contract is awarded, will be to the lowest responsible bidder, however **East Fallowfield Township** reserves the right to reject any and or all bids on any basis and to waive any informality in the bidding, as permitted by law. No bidder may withdraw a bid after the actual date of the opening thereof. Bidders must submit with their bids, the non-collusion affidavit contained in the contract documents.

East Fallowfield Township Manager

**East Fallowfield Township
Chester County, Pennsylvania
Saw Mill Road Culvert Pipe Replacement Project**

Please send invoice and proof of publication to:

East Fallowfield Township
2264 Strasburg Road
East Fallowfield, PA 19320
610-384-7144

INSTRUCTIONS TO BIDDERS

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ARTICLE 1 – DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the Contract for Construction of a Small Project (Contract). Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. Issuing Office— Traffic Planning and Design, Inc., 1025 Andrew Drive, Suite 110, West Chester, PA 19380, Telephone (610) 326-3100.**
 - B. Owner— East Fallowfield Township, 2264 Strasburg Road, East Fallowfield, PA 19355, 610-384-7144.**
 - C. Engineer— Traffic Planning and Design, Inc., 1025 Andrew Drive, Suite 110, West Chester, PA 19380, Telephone (610) 326-3100.**

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

- 2.01 Complete sets of the Bidding Documents may be obtained from the <https://pennbid.bonfirehub.com/> as stated in the advertisement or invitation to bid.
- 2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.03 Owner and Engineer, in making Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

- 3.01 All Bidders must be PennDOT pre-qualified in order to submit a bid. To demonstrate Bidder's qualifications to perform the Work, **Bidder shall submit with its Bid a copy of their ECMS PennDOT Approved Pre-Qualification Summary Page for the Prime Contractor and all Sub-Contractors.**
- 3.02 The Owner will only accept bids from contractors who are PennDOT prequalified on the date of the bid opening, as specified in PennDOT Publication 408, Section 102.01, and who bid for work which, based on their available financial capacity and approved work classification codes, does not exceed their prequalification eligibility. Prequalification eligibility with regard to work classification will be determined using the applicable Work Classification Code(s) shown on the Bid Form Attachment listing beside the corresponding contract item number. If a bid item has multiple Work Classification Codes, the bidder must be prequalified for only one of the Codes listed.
- 3.03 In accordance with the provisions of 67 Pa Code 457.5(d), a prequalified contractor is: "eligible to bid on projects in which the types of work for which he is classified constitute at least 50% of the project." Items of work that are coded X or ZZ on the bid package Design Items will be excluded from the total bid price when determining compliance with the 50% requirement. Only the classification codes listed in the bid package Design Items will be credited towards meeting the 50% requirement. To determine compliance with the 50% requirement, all bidders will be credited for the Q and Z items. For lump sum contract items requiring a Component Item Schedule (CIS), neither the work code classifications for component items on the CIS nor the component item dollar

values submitted by the contractor on the CIS will be considered in evaluating compliance with the 50% requirement.

- 3.04 In accordance with the provisions of 67 Pa Code 457.8(b): "...the types of work on which the contractor has been classified and eligible to bid on do not constitute over 50% of the total bid price, the bid will be excluded and rejected."
- 3.05 With regard to available financial capacity, prequalification eligibility will be determined by ensuring that the bidder's current maximum financial capacity exceed the total amount of the bid, less any credit for subletting as specified in PennDOT Publication 408, Section 108.01(a), plus the total amount of all uncompleted work a bidder has under contract at the time of bid opening.
- 3.06 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- 3.07 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.
- 3.08 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

ARTICLE 4 – SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

4.01 *Site and Other Areas*

- A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

4.02 *Existing Site Conditions*

- A. Subsurface and Physical Conditions; Hazardous Environmental Conditions
 - 1. There are:
 - a. Not Applicable
 - 2. There are no:
 - a. Geotech Reports
 - b. Reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site.
 - c. Drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
 - d. Reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
- B. Underground Facilities: Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site are set forth in the Contract Documents and are based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.

4.03 *Site Visit and Testing by Bidders*

- A. Bidder shall conduct the required Site visit during normal working hours and shall not disturb any ongoing operations at the Site.
- B. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.
- C. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site.
- D. Bidder shall comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
- E. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

4.04 *Other Work at the Site*

- A. Reference is made to Article 7 of the Contract for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

ARTICLE 5 – BIDDER'S REPRESENTATIONS

5.01 The bid must be made without collusion with any other person, firm, or corporation. Therefore, the Bidder shall complete the enclosed Anti-Collusion Affidavit.

5.02 It is the responsibility of each Bidder before submitting a Bid to:

- A. examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents;
- B. visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
- C. become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work;
- D. consider the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; and the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs;

- E. agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;
- F. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
- G. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder;
- H. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and
- I. Agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 6 – PRE-BID CONFERENCE

- 6.01 A pre-Bid conference will be held at the time and location stated in the invitation or advertisement to bid. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference. Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

- 7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted via PennBID™ at <https://pennbid.bonfirehub.com/>. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda and posted within PennBid's "Documents" tab. Questions received less than seven days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 7.02 Addenda may be issued to clarify, correct, supplement, or change the Bidding Documents.

ARTICLE 8 – BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of **10%** percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a certified check, bank money order, or a Bid bond (on the form included in the Bidding Documents) issued by a surety.
- 8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract Documents and

furnish the required contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults.

- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within seven days after the Bid opening.

ARTICLE 9 – CONTRACT TIMES

- 9.01 The number of days within which, or the dates by which, the Work is to be substantially completed and ready for final payment are set forth in the Contract.

ARTICLE 10 – LIQUIDATED DAMAGES

- 10.01 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Contract.

ARTICLE 11 – SUBSTITUTE AND "OR-EQUAL" ITEMS

- 11.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or "or-equal" items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or "or-equal" item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.
- 11.02 All prices that Bidder sets forth in its Bid shall be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of "or-equal" or substitution requests are made at Bidder's sole risk.

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 12.01 A Bidder shall be prepared to retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of the Work if required by the Bidding Documents (most commonly in the Specifications) to do so. If a prospective Bidder objects to retaining any such Subcontractor, Supplier, or other individual or entity, and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.
- 12.02 Subsequent to the submittal of the Bid, Owner may not require the Successful Bidder or Contractor to retain any Subcontractor, Supplier, or other individual or entity against which Contractor has reasonable objection.
- 12.03 The apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of the Subcontractors or Suppliers proposed for any portion of the Work. If requested by Owner, such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such

Subcontractor, Supplier, or other individual or entity. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder shall submit a substitute, Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.

- 12.04 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, or other individuals or entities. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance.
- 12.05 Subcontractors, Suppliers, individuals, and entities involved in the work for this project must be PennDOT prequalified.

ARTICLE 13 – PREPARATION OF BID

- 13.01 The Bid Form is available via PennBid's "Bid" tab.
- A. A Bid price shall be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed.
 - B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words "No Bid" or "Not Applicable."
- 13.02 A Bid by a corporation shall be submitted in the corporate name by a corporate officer
- 13.03 A Bid by a limited liability company shall be submitted in the name of the firm by a member or other authorized person and accompanied by evidence of authority to submit.
- 13.04 A Bid by an individual shall show the Bidder's name and official address.
- 13.05 A Bid by a joint venture shall be submitted by an authorized representative.
- 13.06 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 13.07 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.
- 13.08 The proposal of a Bidder or Bidders who engage in collusive bidding shall be rejected. Bidders who submit more than one proposal in such a manner as to make it appear that the proposals submitted are on a competitive basis from different parties shall be considered a collusive Bidder. Owner may reject the bid proposals of any collusive Bidder upon bid opening.

ARTICLE 14 – BASIS OF BID

14.01 *Unit Price*

- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.
- B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity" (which Owner or its representative has set forth in the Bid Form) for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with the following bullet points:
 - 1. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Contract.
 - 2. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
 - 3. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
 - 4. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.
 - 5. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:

the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Contract;

there is no corresponding adjustment with respect to any other item of Work; and

Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 15 – SUBMITTAL OF BID

- 15.01 The Bid Form is to be completed and submitted online via the <https://pennbid.bonfirehub.com/> with the Bid security and the other documents required to be submitted under the terms of Article 7 of the Bid Form.
- 15.02 A Bid shall be received no later than the date and time online as prescribed in the advertisement or invitation to bid and shall be accompanied by the Bid security and other required documents.

ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

- 16.01 Prior to the Bid Due Date and Time, a Bid may be withdrawn at any time by clicking Withdraw Bid within PennBid's Bid tab.
- 16.02 Prior to the Bid Due Date and Time, a Bid may be modified and resubmitted at any time.

ARTICLE 17 – OPENING OF BIDS

- 17.01 Bids will be opened at the time and place indicated in the Advertisement or Invitation to Bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

- 19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the Owner will reject the Bid as nonresponsive; provided that Owner also reserves the right to waive all minor informalities not involving price, time, or changes in the Work.
- 19.02 If Owner awards the contract for the Work, such award shall be to the responsible Bidder submitting the lowest responsive Bid.
- 19.03 Evaluation of Bids
- A. In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.*
 - B. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.*
- 19.04 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.
- 19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

ARTICLE 20 – BONDS AND INSURANCE

- 20.01 Article 6 of the Contract sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the Contract (executed by Successful Bidder) to Owner, it shall be accompanied by required bonds and insurance documentation.

ARTICLE 21 – SIGNING OF CONTRACT

- 21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the unexecuted counterparts of the Contract along with the other Contract Documents as identified in the Contract. Within ten days thereafter, Successful Bidder shall execute and deliver the required number of counterparts of the Contract (and any bonds and insurance documentation required to be delivered by the Contract Documents) to Owner. Within ten days thereafter, Owner shall deliver one fully executed counterpart of the Contract to Successful Bidder, together with printed and electronic copies of the Contract Documents.

ARTICLE 22 – PREVAILING WAGES

- 22.01 This project is subject to compliance with the Pennsylvania Prevailing Wage Act, as specified in PennDOT Publication 408, Section 107.22. If that Act or any portion thereof is finally determined by a court to be invalid and unenforceable, any savings realized by the Contractor as a result of such invalidation accrue to the benefit of the Owner. The prospective bidder agrees, by submitting this bid, to make payroll records available for audit by the Owner. In the event that the bidder fails to afford the Owner the benefit of any savings realized under this paragraph the Owner will have the right to withhold payments from this or any other contract in an amount equal to the savings realized plus interest. A schedule of wage rates is enclosed. The Bidder must execute the enclosed Prevailing Wage Compliance Declaration.

ARTICLE 23 – RETAINAGE

- 23.01 Provisions concerning Contractor's rights to deposit securities in lieu of retainage are set forth in the Contract.

ARTICLE 24 – LOCAL SHARE ACCOUNT GRANT CONTRACT

- 24.01 The Bidder acknowledges that Owner has received funding assistance for this Project in the form of a Local Share Account Grant Contract from the Commonwealth of Pennsylvania (the "Commonwealth") acting through the Commonwealth Financing Authority (CFA), (the "Grantor"), and East Fallowfield Township, Chester County, PA (the "Grantee"). A fully executed Local Share Account Grant Contract has been included with these Contract Documents. The Contractor, therefore, understands and agrees that the Contractor may be required to submit additional information or documentation and may be required to adhere to additional criteria necessary to satisfy the funding requirements, which shall include but not be limited to the Nondiscrimination / Sexual Harassment Provisions, Compliance with the State Contractor Responsibility Program, Compliance with Anti-Pollution Regulations, Contractor Integrity Provisions, Compliance with the Prohibition of Illegal Alien Labor on Assisted Projects Act, Offset Provisions, and the Provisions Concerning the Americans with Disabilities Act.

BID FORM ATTACHMENT

EITHER / AND / OR	ITEM NO.	DESCRIPTION	UNITS	WC	QUANTITIES
	0201-0100	CLEARING AND GRUBBING	LS	A	1.00
	0203-0001	CLASS 1 EXCAVATION	CY	C1	73.00
	0203-0006	SAWCUTTING	LF	G4	120.00
	0212-0014	GEOTEXTILE, CLASS 4, TYPE A	SY	C3/H/M1	106.00
	0313-0324	SUPERPAVE ASPHALT MIXTURE DESIGN, BASE COURSE, PG 64S-22, < 0.3 MILLION ESALS, 25.0 MM MIX, 5" DEPTH	SY	E	106.00
	0350-0106	SUBBASE 6" DEPTH (NO. 2A)	SY	C/E	106.00
	0413-0195	SUPERPAVE ASPHALT MIXTURE DESIGN, WEARING COURSE, PG 64S-22, < 0.3 MILLION ESALS, 9.5 MM MIX, 1.5" DEPTH, SRL-L	SY	F	106.00
	0460-0001	ASPHALT TACK COAT	SY	F4	212.00
	4601-2823	15" CORRUGATED ALUMINUM ALLOW PIPE, TYPE I (2 2/3" X 1/2" CORRUGATIONS), 16 GAUGE *	LF	H	21.00
	0601-7362	42" REINFORCED CONCRETE PIPE, TYPE B, 10' - 3' FILL	LF	H	52.00
	4605-2677	TYPE D-W ENDWALL FOR 42" PIPE, INCLUDING CUTOFF WALL *	EA	K	2.00
	0605-3031	TYPE 6 MANHOLE, STORM WATER, HEIGHT >5' AND <= 10'	EA	K	1.00
	0605-2870	TYPE 8 INLET BOX, HEIGHT <= 10'	EA	K	1.00
	0605-5721	TYPE C CONCRETE TOP UNIT, 8" CURB HEIGHT AND BICYCLE SAFE GRATE	EA	K	2.00
	0608-0001	MOBILIZATION	LS	X	1.00
	0630-0045	PLAIN CEMENT CONCRETE CURB, 8" HEIGHT, INCLUDING REMOVAL OF EXISTING CURB	LF	K	71.00
	0686-0040	CONSTRUCTION SURVEYING, TYPE C	LS	X	1.00
	0689-0003	CPM SCHEDULE	LS	X	1.00
	0802-0003	TOPSOIL FURNISHED AND PLACED	SY	M	240.00
	0804-0025	SEEDING AND SOIL SUPPLEMENTS - FORMULA B RESIDENTIAL MIX, INCLUDING MULCH	LB	M3	7.00
	0804-0030	SEEDING AND SOIL SUPPLEMENTS - FORMULA R SEASONALLY FLOODED CONSERVATION MIX, INCLUDING MULCH	LB	M3	1.00
	0804-0033	SEEDING AND SOIL SUPPLEMENTS - FORMULA W WETLAND CONSERVATION MIX, INCLUDING MULCH	LB	M3	1.00
	0806-0100	TEMPORARY ULTRA SHORT-TERM, ROLLED EROSION CONTROL PRODUCT, TYPE 1A	SY	M2	240.00
	0845-0001	UNFORSEEN WATER POLLUTION CONTROLS	DOLLAR	M2	10,000.00
	0855-0003	PUMPED WATER FILTER BAG	EA	M2	1.00
	0855-0004	REPLACEMENT PUMPED WATER FILTER BAG	EA	M2	1.00
	0867-0022	COMPOST FILTER SOCK, 24" DIAMETER	LF	M2	71.00
	0901-0001	MAINTENANCE AND PROTECTION OF TRAFFIC *	LS	Q	1.00
	9000-0001	TEMPORARY PUMP BYPASS SYSTEM *	LS		1.00
		TOTAL BASE BID			
		ALTERNATE NO. 1			
	0413-0195	SUPERPAVE ASPHALT MIXTURE DESIGN, WEARING COURSE PG 64S-22, <0.3 MILLION ESALS, 9.5 MM MIX 1 1/2" DEPTH, SRL-L	SY	F	6,945.00
	0460-0001	ASPHALT TACK COAT	SY	F4	6,945.00
	0491-0012	MILLING OF ASPHALT PAVEMENT SURFACE 1 1/2" DEPTH, MILLED MATERIAL RETAINED BY CONTRACTOR	SY	F3	6,945.00
		TOTAL ALTERNATE NO. 1			
Footnotes:					
Contractor is responsible for obtaining and providing Unit Prices that reflects the requirement of Prevailing Wage Rates.					
* Denotes Special Provision					



BID FORM

SAW MILL ROAD CULVERT PIPE REPLACEMENT PROJECT

Bidder Name:



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ARTICLE 1 – BID RECIPIENT

- 1.01 This Bid is submitted to:
<https://pennbid.bonfirehub.com/>
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

- 2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that:
- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

Addendum No.	Addendum, Date
_____	_____
_____	_____
_____	_____
_____	_____

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance



- of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
 - G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
 - H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
 - I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
 - J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.
 - K. The Contractor will comply with all requirements of the laws and implementing regulations of the Commonwealth of Pennsylvania and the United States relating to human relations, equal opportunity and non-discrimination in employment, and will pay to workmen employed in the performance of the contract the wages to which they may be entitled.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and



4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the prices provided by the Contractor in the PENNBID system and summarized below.

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

Total of Lump Sum and Unit Price Bids:

Total Base Bid Total \$ _____

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.08 of the Contract for Small Projects on or before the dates or within the number of calendar days indicated in the Contract for Small Projects.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
 - A. Bid Cover Sheet
 - B. Bid Form
 - C. Required Bid security in the form of a Bid Bond of 10% of the Bid
 - D. Anti-Collusion Affidavit
 - E. Affidavit Regarding Accepting Provisions of the Workmen's Compensation Act
 - F. Declaration of Compliance with the Pennsylvania Prevailing Wage Act
 - G. Consent of Surety
 - H. Disclosure of Lobbying Form
 - I. Hold Harmless Clause
 - J. Public Works Employment Verification Form
 - K. Nondiscrimination – Sexual Harassment Clause



ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.



ARTICLE 9 – BID SUBMITTAL

BIDDER hereby submits this Bid as set forth above:

Bidder:

(typed or printed
name of
organization)

By:

(individual's signature)

Name:

(typed or printed)

Title:

Date:

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:

(individual's signature)

Name:

(typed or printed)

Title:

BID BOND (PENAL SUM FORM)

Bidder	Surety
Name:	Name:
Address (<i>principal place of business</i>):	Address (<i>principal place of business</i>):
Owner	Bid
Name: East Fallowfield Township	Project: East Fallowfield Township – Saw Mill Road Culvert Pipe Replacement Project, Chester County, PA
Address (<i>principal place of business</i>): 2264 Strasburg Road East Fallowfield, PA 19320 610-384-7144	Bid Due Date:
Bond	Description:
Penal Sum:	East Fallowfield Township – Saw Mill Road Culvert Pipe Replacement Project, Chester County, PA
Date of Bond:	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder	Surety
(Full formal name of Bidder)	(Full formal name of Surety) (corporate seal)
By: _____ (Signature)	By: _____ (Signature) (Attach Power of Attorney)
Name: _____ (Printed or typed)	Name: _____ (Printed or typed)
Title: _____	Title: _____
Attest: _____ (Signature)	Attest: _____ (Signature)
Name: _____ (Printed or typed)	Name: _____ (Printed or typed)
Title: _____	Title: _____
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety.
7. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working and within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. The law controlling the interpretation or enforcement of this Bond shall be Pennsylvania Law. If the provisions of this Article are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

ANTI-COLLUSION AFFIDAVIT

County _____

Municipality _____

Project Number _____

State of _____

Fed. Project No. _____
(If Applicable)

County of _____

The undersigned deponent deposes and says that he is the _____
of the _____ Company; that he is authorized to make this
affidavit on behalf of said company in compliance with section 102.06 (e) of Department Specifications,
Publication 408, as amended and that the said company has not, either directly or indirectly, entered
into any agreement, participated in any collusion, or otherwise taken any action in restraint of free
competitive bidding in connection with such contract.

(Contractor)

BY

Sworn to and subscribed before me the undersigned notary public this

_____ day of _____, _____.

Notary Public

My Commission expires _____



AFFIDAVIT RE
ACCEPTING PROVISIONS OF THE WORKMEN'S COMPENSATION ACT

State of

)
)
)ss:
)
)

County of

being duly sworn according to law deposes and says that they have he has
it has
accepted the provisions of the Workmen's Compensation Act of 1915 of the Commonwealth of Pennsylvania, with
has his
its supplements and amendments, and have insured their liability thereunder in accordance with the terms of said
its
Act with. _____
(SURETY COMPANY)

(TYPE OR PRINT) CONTRACTOR

BY

SIGNATURE

Sworn to and subscribed before me this _____ day of _____ A.D. 20__.

SIGNATURE

My Commission Expires (DATE)

- 1 -

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 Rate Predetermination," is on file in the County's office or is included herein or may be obtained from the Pennsylvania Department of Labor and Industry. 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, **East Fallowfield Township** 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 **East Fallowfield Township** for any excess costs occasioned thereby.

Before final payment is made by or on behalf of **East Fallowfield Township** of any sum or sums due to the work, the Contractor or Subcontractor shall file with **East Fallowfield Township**, 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 State of

_____ having principal offices at:

BIDDER: _____

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

**BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES**

Project Name:	Saw Mill Road Culvert Replacement
General Description:	Remove existing storm pipe / structures and replace with new pipe / structures, concrete, paving, E&S and other associated work.
Project Locality	East Fallowfield Township
Awarding Agency:	East Fallowfield Township
Contract Award Date:	12/19/2025
Serial Number:	25-08874
Project Classification:	Highway
Determination Date:	9/25/2025
Assigned Field Office:	Philadelphia
Field Office Phone Number:	(215)560-1858
Toll Free Phone Number:	
Project County:	Chester County

BUREAU OF LABOR LAW COMPLIANCE PREVAILING WAGES PROJECT RATES

Project: 25-08874 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Asbestos & Insulation Workers	5/1/2024		\$59.37	\$46.03	\$105.40
Asbestos & Insulation Workers	5/1/2025		\$60.84	\$48.71	\$109.55
Boilermakers	3/1/2018		\$45.89	\$33.73	\$79.62
Bricklayer	5/1/2023		\$47.50	\$31.42	\$78.92
Bricklayer	5/1/2025		\$50.00	\$32.57	\$82.57
Carpenter - Chief of Party (Surveying & Layout)	5/1/2024		\$52.58	\$29.02	\$81.60
Carpenter - Chief of Party (Surveying & Layout)	5/1/2025		\$54.59	\$29.02	\$83.61
Carpenter - Instrument Person (Surveying & Layout)	5/1/2024		\$45.72	\$29.02	\$74.74
Carpenter - Instrument Person (Surveying & Layout)	5/1/2025		\$47.47	\$29.02	\$76.49
Carpenter - Rodman (Surveying & Layout)	5/1/2024		\$22.86	\$20.62	\$43.48
Carpenter - Rodman (Surveying & Layout)	5/1/2025		\$23.74	\$20.62	\$44.36
Carpenters	5/1/2024		\$45.72	\$29.02	\$74.74
Carpenters	5/1/2025		\$47.47	\$29.02	\$76.49
Cement Finishers & Plasterers	5/1/2022		\$38.57	\$32.39	\$70.96
Cement Masons	5/1/2024		\$46.70	\$32.46	\$79.16
Cement Masons	5/1/2025		\$48.70	\$32.46	\$81.16
Dockbuilder, Pile Drivers	5/1/2024		\$52.98	\$37.99	\$90.97
Dockbuilder, Pile Drivers	5/1/2025		\$55.23	\$37.99	\$93.22
Dockbuilder, Pile Drivers	5/1/2026		\$56.98	\$37.99	\$94.97
Dockbuilder/Pile Driver Diver	5/1/2024		\$61.54	\$41.74	\$103.28
Dockbuilder/Pile Driver Diver	5/1/2025		\$64.35	\$41.74	\$106.09
Dockbuilder/Pile Driver Diver	5/1/2026		\$66.54	\$41.74	\$108.28
Dockbuilder/pile driver tender	5/1/2024		\$52.98	\$37.99	\$90.97
Dockbuilder/pile driver tender	5/1/2025		\$55.23	\$37.99	\$93.22
Dockbuilder/pile driver tender	5/1/2026		\$56.98	\$37.99	\$94.97
Drywall Finisher	5/1/2024		\$42.25	\$32.56	\$74.81
Drywall Finisher	5/1/2025		\$43.78	\$33.00	\$76.78
Electricians	6/3/2024		\$50.17	\$38.87	\$89.04
Electricians	6/2/2025		\$52.71	\$40.07	\$92.78
Electricians	6/1/2026		\$55.25	\$41.28	\$96.53
Elevator Constructor	1/1/2024		\$68.97	\$44.70	\$113.67
Elevator Constructor	1/1/2025		\$71.85	\$45.77	\$117.62
Floor Coverer	5/1/2024		\$52.19	\$29.21	\$81.40
Floor Coverer	5/1/2025		\$51.67	\$31.69	\$83.36
Floor Coverer	5/1/2026		\$52.84	\$32.86	\$85.70
Glazier	5/1/2024		\$48.00	\$37.50	\$85.50
Glazier	5/1/2025		\$49.96	\$38.34	\$88.30
Interior Finish	5/1/2023		\$34.60	\$25.80	\$60.40
Iron Workers (Bridge, Structural, Ornamental, Precast)	7/1/2024		\$53.20	\$45.01	\$98.21
Iron Workers (Riggers)	7/1/2024		\$44.64	\$34.39	\$79.03
Iron Workers (Riggers)	7/1/2025		\$44.77	\$36.27	\$81.04
Iron Workers (Rodman/Reinforcing)	7/1/2024		\$47.70	\$34.77	\$82.47
Iron Workers (Rodman/Reinforcing)	7/1/2025		\$47.80	\$36.65	\$84.45
Laborers (Class 01 - See notes)	5/1/2024		\$35.85	\$26.00	\$61.85

BUREAU OF LABOR LAW COMPLIANCE PREVAILING WAGES PROJECT RATES

Project: 25-08874 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Laborers (Class 01 - See notes)	5/1/2025		\$37.25	\$26.10	\$63.35
Laborers (Class 02 - See notes)	5/1/2024		\$39.40	\$27.55	\$66.95
Laborers (Class 02 - See notes)	5/1/2025		\$41.00	\$27.70	\$68.70
Laborers (Class 03 - See notes)	5/1/2024		\$36.27	\$26.18	\$62.45
Laborers (Class 03 - See notes)	5/1/2025		\$37.67	\$26.28	\$63.95
Laborers (Class 04 - See notes)	5/1/2024		\$36.27	\$26.18	\$62.45
Laborers (Class 04 - See notes)	5/1/2025		\$37.67	\$26.28	\$63.95
Laborers (Class 05 - See notes)	5/1/2024		\$35.85	\$26.00	\$61.85
Laborers (Class 05 - See notes)	5/1/2025		\$37.25	\$26.10	\$63.35
Landscape Laborer	5/1/2024		\$30.70	\$24.23	\$54.93
Landscape Laborer	5/1/2025		\$32.15	\$24.30	\$56.45
Marble Finisher	5/1/2025		\$41.17	\$30.75	\$71.92
Marble Mason	5/1/2023		\$47.20	\$31.95	\$79.15
Mason Tender, Cement	5/1/2023		\$35.02	\$25.98	\$61.00
Millwright	5/1/2025		\$57.39	\$35.81	\$93.20
Millwright	5/1/2026		\$60.20	\$35.81	\$96.01
Operators (Building, Class 01 - See Notes)	5/1/2024		\$53.36	\$33.65	\$87.01
Operators (Building, Class 01 - See Notes)	5/1/2025		\$54.52	\$34.49	\$89.01
Operators (Building, Class 01 - See Notes)	5/1/2026		\$55.67	\$35.34	\$91.01
Operators (Building, Class 01A - See Notes)	5/1/2024		\$56.37	\$34.53	\$90.90
Operators (Building, Class 01A - See Notes)	5/1/2025		\$57.52	\$35.38	\$92.90
Operators (Building, Class 01A - See Notes)	5/1/2026		\$58.68	\$36.22	\$94.90
Operators (Building, Class 02 - See Notes)	5/1/2024		\$53.11	\$33.58	\$86.69
Operators (Building, Class 02 - See Notes)	5/1/2025		\$54.27	\$34.42	\$88.69
Operators (Building, Class 02 - See Notes)	5/1/2026		\$55.43	\$35.26	\$90.69
Operators (Building, Class 02A - See Notes)	5/1/2024		\$56.13	\$34.45	\$90.58
Operators (Building, Class 02A - See Notes)	5/1/2025		\$57.29	\$35.29	\$92.58
Operators (Building, Class 02A - See Notes)	5/1/2026		\$58.44	\$36.14	\$94.58
Operators (Building, Class 03 - See Notes)	5/1/2024		\$49.03	\$32.37	\$81.40
Operators (Building, Class 03 - See Notes)	5/1/2025		\$50.18	\$33.22	\$83.40
Operators (Building, Class 03 - See Notes)	5/1/2026		\$51.34	\$34.06	\$85.40
Operators (Building, Class 04 - See Notes)	5/1/2024		\$48.73	\$32.28	\$81.01
Operators (Building, Class 04 - See Notes)	5/1/2025		\$49.88	\$33.13	\$83.01
Operators (Building, Class 04 - See Notes)	5/1/2026		\$51.04	\$33.97	\$85.01
Operators (Building, Class 05 - See Notes)	5/1/2024		\$47.00	\$31.78	\$78.78
Operators (Building, Class 05 - See Notes)	5/1/2025		\$48.16	\$32.62	\$80.78
Operators (Building, Class 05 - See Notes)	5/1/2026		\$49.32	\$33.46	\$82.78
Operators (Building, Class 06 - See Notes)	5/1/2024		\$46.02	\$31.48	\$77.50
Operators (Building, Class 06 - See Notes)	5/1/2025		\$47.17	\$32.33	\$79.50
Operators (Building, Class 06 - See Notes)	5/1/2026		\$48.34	\$33.16	\$81.50
Operators (Building, Class 07A- See Notes)	5/1/2024		\$64.80	\$38.61	\$103.41
Operators (Building, Class 07A- See Notes)	5/1/2025		\$66.26	\$39.55	\$105.81
Operators (Building, Class 07A- See Notes)	5/1/2026		\$67.73	\$40.48	\$108.21
Operators (Building, Class 07B- See Notes)	5/1/2024		\$64.50	\$38.53	\$103.03

**BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES**

Project: 25-08874 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Operators (Building, Class 07B- See Notes)	5/1/2025		\$65.97	\$39.46	\$105.43
Operators (Building, Class 07B- See Notes)	5/1/2026		\$67.44	\$40.39	\$107.83
Painters Class 1 (see notes)	5/1/2024		\$42.97	\$34.11	\$77.08
Painters Class 1 (see notes)	5/1/2025		\$44.38	\$34.55	\$78.93
Painters - Line Stripping	12/1/2024		\$44.12	\$27.91	\$72.03
Painters Class 4 (see notes)	5/1/2024		\$45.06	\$34.11	\$79.17
Painters Class 4 (see notes)	5/1/2025		\$46.47	\$34.55	\$81.02
Plasterers	5/1/2024		\$39.88	\$33.08	\$72.96
plumber	5/1/2024		\$67.53	\$38.31	\$105.84
plumber	5/1/2025		\$70.53	\$39.46	\$109.99
Pointers, Caulkers, Cleaners	5/1/2023		\$48.80	\$30.70	\$79.50
Pointers, Caulkers, Cleaners	5/1/2025		\$51.35	\$31.80	\$83.15
Roofers (Composition)	5/1/2024		\$44.13	\$34.77	\$78.90
Roofers (Composition)	5/1/2025		\$46.03	\$34.77	\$80.80
Roofers (Shingle)	5/1/2024		\$34.35	\$22.20	\$56.55
Roofers (Slate & Tile)	5/1/2024		\$37.35	\$22.20	\$59.55
Sheet Metal Workers	5/1/2024		\$59.22	\$50.56	\$109.78
Sheet Metal Workers	5/1/2025		\$62.62	\$52.17	\$114.79
Sign Makers and Hangars	7/15/2024		\$32.32	\$25.82	\$58.14
Sign Makers and Hangars	7/15/2025		\$33.48	\$26.41	\$59.89
Sprinklerfitters	1/1/2023		\$62.23	\$31.99	\$94.22
Sprinklerfitters	5/1/2025		\$70.37	\$34.85	\$105.22
Steamfitters	5/1/2024		\$70.32	\$43.09	\$113.41
Steamfitters	5/1/2025		\$72.52	\$44.89	\$117.41
Stone Masons	5/1/2023		\$47.20	\$31.95	\$79.15
Stone Masons	5/1/2025		\$50.00	\$32.80	\$82.80
Terrazzo Finisher	5/1/2023		\$43.75	\$27.86	\$71.61
Terrazzo Finisher	5/1/2025		\$45.61	\$29.41	\$75.02
Terrazzo Grinder	5/1/2023		\$44.02	\$27.86	\$71.88
Terrazzo Grinder	5/1/2025		\$45.88	\$29.41	\$75.29
Terrazzo Mechanics	5/1/2023		\$50.26	\$29.56	\$79.82
Terrazzo Mechanics	5/1/2025		\$52.21	\$31.26	\$83.47
Tile Finisher	5/1/2023		\$39.52	\$29.30	\$68.82
Tile Finisher	5/1/2025		\$41.17	\$30.75	\$71.92
Tile Setter	5/1/2023		\$50.26	\$29.56	\$79.82
Tile Setter	5/1/2025		\$52.21	\$31.26	\$83.47
Truckdriver class 1(see notes)	5/1/2024		\$36.79	\$22.54	\$59.33
Truckdriver class 2 (see notes)	5/1/2024		\$36.89	\$22.54	\$59.43
Window Film / Tint Installer	6/1/2019		\$24.52	\$12.08	\$36.60

BUREAU OF LABOR LAW COMPLIANCE PREVAILING WAGES PROJECT RATES

Project: 25-08874 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Bricklayer	5/1/2025		\$50.00	\$32.57	\$82.57
Carpenter - Chief of Party (Surveying & Layout)	5/1/2025		\$65.96	\$30.09	\$96.05
Carpenter - Chief of Party (Surveying & Layout)	5/1/2026		\$67.52	\$30.44	\$97.96
Carpenter - Instrument Person (Surveying & Layout)	5/1/2025		\$58.39	\$29.06	\$87.45
Carpenter - Instrument Person (Surveying & Layout)	5/1/2026		\$60.09	\$29.06	\$89.15
Carpenter - Rodman (Surveying & Layout)	5/1/2025		\$45.88	\$23.19	\$69.07
Carpenter - Rodman (Surveying & Layout)	5/1/2026		\$46.97	\$23.54	\$70.51
Carpenter	5/1/2025		\$57.36	\$30.09	\$87.45
Carpenter	5/1/2026		\$58.71	\$30.44	\$89.15
Cement Masons	5/1/2023		\$43.20	\$32.91	\$76.11
Cement Masons	5/1/2025		\$46.55	\$32.66	\$79.21
Dockbuilder, Pile Drivers	5/1/2024		\$52.98	\$37.99	\$90.97
Dockbuilder, Pile Drivers	5/1/2025		\$55.23	\$37.99	\$93.22
Dockbuilder, Pile Drivers	5/1/2026		\$56.98	\$37.99	\$94.97
Dockbuilder/Pile Driver Diver	5/1/2024		\$61.54	\$41.74	\$103.28
Dockbuilder/Pile Driver Diver	5/1/2025		\$60.31	\$44.97	\$105.28
Dockbuilder/Pile Driver Diver	5/1/2026		\$61.88	\$45.47	\$107.35
Dockbuilder/pile driver tender	5/1/2024		\$52.98	\$37.99	\$90.97
Dockbuilder/pile driver tender	5/1/2025		\$55.23	\$37.99	\$93.22
Dockbuilder/pile driver tender	5/1/2026		\$56.98	\$37.99	\$94.97
Electric Lineman	6/3/2024		\$62.07	\$33.96	\$96.03
Iron Workers (Bridge, Structural, Ornamental, Precast)	7/1/2024		\$53.20	\$45.01	\$98.21
Iron Workers (Riggers)	7/1/2023		\$42.53	\$34.14	\$76.67
Iron Workers (Rodman/Reinforcing)	7/1/2023		\$45.70	\$34.77	\$80.47
Laborers (Class 01 - See notes)	5/1/2024		\$38.80	\$27.65	\$66.45
Laborers (Class 01 - See notes)	5/1/2025		\$40.20	\$27.80	\$68.00
Laborers (Class 02 - See notes)	5/1/2024		\$39.00	\$27.65	\$66.65
Laborers (Class 02 - See notes)	5/1/2025		\$40.40	\$27.80	\$68.20
Laborers (Class 03 - See notes)	5/1/2024		\$39.00	\$27.65	\$66.65
Laborers (Class 03 - See notes)	5/1/2025		\$40.40	\$27.80	\$68.20
Laborers (Class 04 - See notes)	5/1/2024		\$33.60	\$27.65	\$61.25
Laborers (Class 04 - See notes)	5/1/2025		\$35.00	\$27.80	\$62.80
Laborers (Class 05 - See notes)	5/1/2024		\$39.65	\$27.65	\$67.30
Laborers (Class 05 - See notes)	5/1/2025		\$41.05	\$27.80	\$68.85
Laborers (Class 06 - See notes)	5/1/2024		\$39.70	\$27.65	\$67.35
Laborers (Class 06 - See notes)	5/1/2025		\$41.10	\$27.80	\$68.90
Laborers (Class 07 - See notes)	5/1/2024		\$39.55	\$27.65	\$67.20
Laborers (Class 07 - See notes)	5/1/2025		\$40.95	\$27.80	\$68.75
Laborers (Class 08 - See notes)	5/1/2024		\$39.30	\$27.65	\$66.95
Laborers (Class 08 - See notes)	5/1/2025		\$40.70	\$27.80	\$68.50
Laborers (Class 09 - See notes)	5/1/2024		\$39.15	\$27.65	\$66.80
Laborers (Class 09 - See notes)	5/1/2025		\$40.55	\$27.80	\$68.35
Laborers (Class 10- See notes)	5/1/2024		\$39.30	\$27.65	\$66.95
Laborers (Class 10- See notes)	5/1/2025		\$40.70	\$27.80	\$68.50

BUREAU OF LABOR LAW COMPLIANCE PREVAILING WAGES PROJECT RATES

Project: 25-08874 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Laborers (Class 11 -See Notes)	5/1/2024		\$39.20	\$27.65	\$66.85
Laborers (Class 11 -See Notes)	5/1/2025		\$40.60	\$27.80	\$68.40
Laborers (Class 12 -See Notes)	5/1/2024		\$40.90	\$27.65	\$68.55
Laborers (Class 12 -See Notes)	5/1/2025		\$42.30	\$27.80	\$70.10
Laborers (Class 13 -See Notes)	5/1/2024		\$42.93	\$27.65	\$70.58
Laborers (Class 13 -See Notes)	5/1/2025		\$44.33	\$27.80	\$72.13
Laborers (Class 14 -See Notes)	5/1/2024		\$39.50	\$27.65	\$67.15
Laborers (Class 14 -See Notes)	5/1/2025		\$40.90	\$27.80	\$68.70
Laborers Utility (PGW ONLY) (Flagperson)	5/1/2024		\$32.67	\$19.63	\$52.30
Laborers Utility (PGW ONLY) (Flagperson)	5/1/2025		\$34.07	\$19.73	\$53.80
Laborers Utility (PGW ONLY)	5/1/2024		\$39.70	\$19.63	\$59.33
Laborers Utility (PGW ONLY)	5/1/2025		\$41.10	\$19.73	\$60.83
Landscape Laborer	5/1/2024		\$30.28	\$24.05	\$54.33
Landscape Laborer	5/1/2025		\$31.73	\$24.15	\$55.88
Millwright	5/1/2024		\$54.67	\$35.81	\$90.48
Millwright	5/1/2025		\$57.39	\$35.81	\$93.20
Millwright	5/1/2026		\$60.20	\$35.81	\$96.01
Operators Class 01 - See Notes (Building, Heavy, Highway)	5/1/2024		\$53.36	\$33.65	\$87.01
Operators Class 01 - See Notes (Building, Heavy, Highway)	5/1/2025		\$54.52	\$34.49	\$89.01
Operators Class 01 - See Notes (Building, Heavy, Highway)	5/1/2026		\$55.67	\$35.34	\$91.01
Operators Class 01a - See Notes (Building, Heavy, Highway)	5/1/2024		\$56.37	\$34.53	\$90.90
Operators Class 01a - See Notes (Building, Heavy, Highway)	5/1/2025		\$57.52	\$35.38	\$92.90
Operators Class 01a - See Notes (Building, Heavy, Highway)	5/1/2026		\$58.68	\$36.22	\$94.90
Operators Class 02 - See Notes (Building, Heavy, Highway)	5/1/2024		\$53.11	\$33.58	\$86.69
Operators Class 02 - See Notes (Building, Heavy, Highway)	5/1/2025		\$54.27	\$34.42	\$88.69
Operators Class 02 - See Notes (Building, Heavy, Highway)	5/1/2026		\$55.43	\$35.26	\$90.69
Operators Class 02a - See Notes (Building, Heavy, Highway)	5/1/2024		\$56.13	\$34.45	\$90.58
Operators Class 02a - See Notes (Building, Heavy, Highway)	5/1/2025		\$57.29	\$35.29	\$92.58
Operators Class 02a - See Notes (Building, Heavy, Highway)	5/1/2026		\$58.44	\$36.14	\$94.58
Operators Class 03 - See Notes (Building, Heavy, Highway)	5/1/2024		\$49.03	\$32.37	\$81.40
Operators Class 03 - See Notes (Building, Heavy, Highway)	5/1/2025		\$50.18	\$33.22	\$83.40
Operators Class 03 - See Notes (Building, Heavy, Highway)	5/1/2026		\$51.34	\$34.06	\$85.40
Operators Class 04 - See Notes (Building, Heavy, Highway)	5/1/2024		\$48.73	\$32.28	\$81.01
Operators Class 04 - See Notes (Building, Heavy, Highway)	5/1/2025		\$49.88	\$33.13	\$83.01

**BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES**

Project: 25-08874 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Highway)					
Operators Class 04 - See Notes (Building, Heavy, Highway)	5/1/2026		\$51.04	\$33.97	\$85.01
Operators Class 05 - See Notes (Building, Heavy, Highway)	5/1/2024		\$47.00	\$31.78	\$78.78
Operators Class 05 - See Notes (Building, Heavy, Highway)	5/1/2025		\$48.16	\$32.62	\$80.78
Operators Class 05 - See Notes (Building, Heavy, Highway)	5/1/2026		\$49.32	\$33.46	\$82.78
Operators Class 06 - See Notes (Building, Heavy, Highway)	5/1/2024		\$46.02	\$31.48	\$77.50
Operators Class 06 - See Notes (Building, Heavy, Highway)	5/1/2025		\$47.17	\$32.33	\$79.50
Operators Class 06 - See Notes (Building, Heavy, Highway)	5/1/2026		\$48.34	\$33.16	\$81.50
Operators Class 07 (A) - See Notes (Building, Heavy, Highway)	5/1/2024		\$64.80	\$38.61	\$103.41
Operators Class 07 (A) - See Notes (Building, Heavy, Highway)	5/1/2025		\$66.26	\$39.55	\$105.81
Operators Class 07 (A) - See Notes (Building, Heavy, Highway)	5/1/2026		\$67.73	\$40.48	\$108.21
Operators Class 07 (B) - See Notes (Building, Heavy, Highway)	5/1/2024		\$64.50	\$38.53	\$103.03
Operators Class 07 (B) - See Notes (Building, Heavy, Highway)	5/1/2025		\$65.97	\$39.46	\$105.43
Operators Class 07 (B) - See Notes (Building, Heavy, Highway)	5/1/2026		\$67.44	\$40.39	\$107.83
Painters - Line Stripping	12/1/2024		\$44.12	\$27.91	\$72.03
Painters Class 2 (see notes)	2/1/2025		\$50.85	\$33.91	\$84.76
Painters Class 3 (see notes)	2/1/2025		\$61.81	\$33.95	\$95.76
Pointers, Caulkers, Cleaners	5/1/2025		\$51.35	\$31.80	\$83.15
Steamfitters (Heavy and Highway - Gas Distribution)	5/1/2025		\$68.89	\$44.73	\$113.62
Steamfitters	5/1/2018		\$56.37	\$34.39	\$90.76
Truckdriver class 1(see notes)	5/1/2024		\$36.64	\$22.54	\$59.18
Truckdriver class 2 (see notes)	5/1/2024		\$36.74	\$22.54	\$59.28

PENNSYLVANIA PREVAILING WAGE ACT**Act of Aug. 15, 1961, P.L. 987, No. 442****Cl. 43**

AN ACT

Relating to public works contracts; providing for prevailing wages; imposing duties upon the Secretary of Labor and Industry; providing remedies, penalties and repealing existing laws.

Compiler's Note: Section 4 of Act 116 of 2001 provided that nothing in Act 116 shall affect the scope, operation applicability of Act 442.

Compiler's Note: Section 4 of Act 59 of 1998 provided that nothing in Act 59 shall affect the operation of Act 442.

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The General Assembly of the Commonwealth of Pennsylvania hereby enacts as follows:

Section 1. Short Title.--This act shall be known and may be cited as the "Pennsylvania Prevailing Wage Act."

Section 2. Definitions.--As used in this act--

(1) "Department" means Department of Labor and Industry of the Commonwealth of Pennsylvania.

(2) "Locality" means any political subdivision, or combination of the same, within the county in which the public work is to be performed. When no workmen for which a prevailing minimum wage is to be determined hereunder are employed in the locality, the locality may be extended to include adjoining political subdivisions where such workmen are employed in those crafts or trades for which there are no workmen employed in the locality as otherwise herein defined. ((2) amended Aug. 9, 1963, P.L.653, No.342)

(3) "Maintenance work" means the repair of existing facilities when the size, type or extent of such facilities is not thereby changed or increased.

(4) "Public body" means the Commonwealth of Pennsylvania, any of its political subdivisions, any authority created by the

General Assembly of the Commonwealth of Pennsylvania and any instrumentality or agency of the Commonwealth of Pennsylvania.

(5) "Public work" means 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. ((5) amended Aug. 9, 1963, P.L.653, No.342)

(6) "Secretary" means the Secretary of Labor and Industry or his duly authorized deputy or representative.

(7) "Workman" includes laborer, mechanic, skilled and semi-skilled laborer and apprentices employed by any contractor or subcontractor and engaged in the performance of services directly upon the public work project, regardless of whether their work becomes a component part thereof, but does not include material suppliers or their employees who do not perform services at the job site.

(8) "Work performed under a rehabilitation program," means work arranged by and at a State institution primarily for teaching and upgrading the skills and employment opportunities of the inmates of such institutions.

(9) "Advisory Board" means the board created by section 2.1 of this act. ((9) added Aug. 9, 1963, P.L.653, No.342)

(10) "Appeals Board" means the board created by section 2.2 of this act. ((10) added Aug. 9, 1963, P.L.653, No.342)

Section 2.1. Advisory Board, Powers and Duties.--(a) There is hereby created in the Department of Labor and Industry an Advisory Board consisting of seven members for the purpose of assisting the secretary in carrying out his duties under the act to which this is an amendment.

(b) Except for the member employed by the secretary, each member of the Advisory Board shall be appointed by the Governor and shall receive a compensation of thirty dollars (\$30) per day for each day actually spent in the performance of his duties plus necessary expenses.

(c) Of the seven members, one shall be a representative of an association of general contractors engaged full-time in the building construction industry, one shall be a representative of an association of heavy and highway contractors engaged full time in the heavy and highway construction industry, one shall be a member of an historically established union representing labor in the building construction industry, one shall be a member of an historically established union representing labor in the heavy and highway construction industry, one shall be a member of an association representing a political subdivision, one shall be learned in the law and employed by the secretary, and one shall not be engaged in or employed by the building industry or by a public body but shall represent the general public.

(d) At least two weeks' public notice shall be given in the manner prescribed by regulation of the board prior to any meeting of the board. Four members of the board shall constitute a quorum.

(e) The Advisory Board shall have the power and duty to--

(1) Consult with the secretary at his request concerning any matter arising under the administration of this act.

(2) Advise and assist the secretary in carrying out the duties provided for him by section 7 of this act.

(3) Promulgate rules and regulations necessary to carry out the duties placed upon the board by this act.

(2.1 added Aug. 9, 1963, P.L.653, No.342)

Section 2.2. Appeals Board Powers and Duties.--(a) There is hereby created in the Department of Labor and Industry an Appeals

Board consisting of seven members for the purpose of hearing and determining grievances arising out of the administration of the act to which this is an amendment.

(b) Except for the member employed by the secretary, each member of the Appeals Board shall be appointed by the Governor and shall receive a compensation of thirty dollars (\$30) per day for each day actually spent in the performance of his duties plus necessary expenses.

(c) Of the seven members, one shall be a representative of an association of general contractors engaged full-time in the building construction industry, one shall be a representative of an association of heavy and highway contractors engaged full time in the heavy and highway construction industry, one shall be a member of an historically established union representing labor in the building construction industry, one shall be a member of an historically established union representing labor in the heavy and highway construction industry, one shall be a member of an association representing a political subdivision, one shall be learned in the law and employed by the secretary, and one shall not be engaged in or employed by the building industry or by a public body but shall represent the general public. No member of the Advisory Board created by this amendatory act shall be appointed to the Appeals Board.

(d) Four members of the board shall constitute a quorum and the board shall neither sit for purposes of hearing any grievance nor make any determination unless a quorum is present.

(e) The Appeals Board shall have the power and duty to--

(1) Hear and determine any grievance or appeal arising out of the administration of this act.

(2) Promulgate rules and regulations necessary to carry out the duties placed upon the board by this act: Provided, however, That any such rules and regulations shall provide for notice of filing of grievances and appeals, public hearings, right of representation and all other procedures required by due process of law.

(2.2 added Aug. 9, 1963, P.L.653, No.342)

Section 3. Specifications.--The specifications for every contract for any public work to which any public body is a party, shall contain a provision stating the minimum wage rate that must be paid to the workmen employed in the performance of the contract.

(3 amended Aug. 9, 1963, P.L.653, No.342)

Section 4. Duty of Public Body.--It shall be the duty of every public body which proposes the making of a contract for any project of public work to determine from the secretary the prevailing minimum wage rates which shall be paid by the contractor to the workmen upon such project. Reference to such prevailing minimum rates shall be published in the notice issued for the purpose of securing bids for such project of public work. Whenever any contract for a project of public work is entered into, the prevailing minimum wages as determined by the secretary shall be incorporated into and made a part of such contract and shall not be altered during the period such contract is in force.

(4 amended Aug. 9, 1963, P.L.653, No.342)

Section 5. Prevailing Wage.--Not less than the prevailing minimum wages as determined hereunder shall be paid to all workmen employed on public work.

(5 amended Aug. 9, 1963, P.L.653, No.342)

Section 6. Duty of Contractor.--Every contractor and subcontractor shall keep an accurate record showing the name, craft and the actual hourly rate of wage paid to each workman employed by him in connection with public work, and such record shall be preserved for two years from date of payment. The record

shall be open at all reasonable hours to the inspection of the public body awarding the contract and to the secretary.

Section 7. Duty of Secretary.--The secretary shall, after consultation with the advisory board, determine the general prevailing minimum wage rate in the locality in which the public work is to be performed for each craft or classification of all workmen needed to perform public work contracts during the anticipated term thereof: Provided, however, That employer and employee contributions for employee benefits pursuant to a bona fide collective bargaining agreement shall be considered an integral part of the wage rate for the purpose of determining the minimum wage rate under this act. Nothing in this act, however, shall prohibit the payment of more than the general prevailing minimum wage rate to any workman employed on public work. The secretary shall forthwith give notice by mail of all determinations of general prevailing minimum wage rates made pursuant to this section to any representative of any craft, any employer or any representative of any group of employers, who shall in writing request the secretary so to do.

(7 amended Aug. 9, 1963, P.L.653, No.342)

Section 8. Review of Rates, Petition and Hearing.--Any prospective bidder or his representative, any representative of any group of employers engaged in the particular type of construction, reconstruction, alteration and demolition or repair work involved, any representative of any craft or classification of workmen or the public body may, within ten days after the publication and issue of the specifications covering the particular contract for public work involved, file with the secretary a verified petition to review the determination of any such rate or rates. Within two days thereafter a copy of such petition shall be filed with the public body authorizing the public work. The petition shall set forth the facts upon which it is based. The secretary shall, upon notice to the petitioner, the public body authorizing the public work and the recognized collective bargaining representatives for the particular crafts and classifications involved, and also to all persons entitled to receive notice pursuant to subsection (a) of section 7 hereof, institute an investigation and hold a public hearing within twenty days after the filing of such petition. Within ten days thereafter, the secretary shall make a determination and transmit it, in writing, to the public body and to the interested parties. Such determination shall be final unless within ten days an appeal is filed with the Appeals Board.

Upon receipt by the public body of the notice of the filing of such petition, the public body awarding the contract or authorizing the public work shall extend the closing date for the submission of bids until five days after the final determination of the general prevailing minimum wage rates pursuant to this section and the publication of such findings.

Upon the filing of any such petition, notice thereof and of the extension of the closing date for submission of bids, shall be given forthwith by the awarding public body in a special bulletin to all interested parties as defined herein, notice shall also be given to the bidders by the awarding body of the final determination of the secretary or Appeals Board which shall also be included in the contract. The determination of the secretary or Appeals Board shall be included in the contract.

(8 amended Aug. 9, 1963, P.L.653, No.342)

Section 9. Posting of Rates.--Contractors and sub-contractors performing public work for a public body subject to the provisions of this act shall post the general prevailing minimum wage rates for each craft and classification involved, as determined by the secretary, including the effective date of any changes thereof, in

prominent and easily accessible places at the site of the work, or at such place or places as are used by them to pay workmen their wages.

Section 10. Duty of Public Body.--(a) Before final payment is made by, or on behalf of any public body of any sum or sums due on public work, it shall be the duty of the treasurer of the public body or other officer or person charged with the custody and disbursement of the funds of the public body to require the contractor and subcontractor to file statements, in writing, in form satisfactory to the secretary, certifying to the amounts then due and owing from such contractor and subcontractor, filing such statement to any and all workmen for wages due on account of public work, setting forth therein the names of the persons whose wages are unpaid and the amount due to each respectively, which statement so to be filed shall be verified by the oath of the contractor and subcontractor, as the case may be, that he has read such statement subscribed by him, knows the contents thereof and that the same is true of his own knowledge: Provided, nevertheless, That nothing herein shall impair the right of a contractor to receive final payment because of the failure of any subcontractor to comply with provisions of this act.

(b) In case any workman shall have filed a protest, in writing, within three months from the date of the occurrence of the incident complained of, with the secretary, objecting to the payment to any contractor to the extent of the amount or amounts due or to become due to the said workman for wages or for labors performed on public works, the secretary shall direct the fiscal or financial officer of the public body, or other person charged with the custody and disbursements of the funds of the public body, to deduct from the whole amount of any payment on account thereof the sum or sums admitted by any contractor in such statement or statements so filed, to be due and owing by him on account of wages earned on such public work before making payment of the amount certified for payment and may withhold the amount so deducted for the benefit of the workmen whose wages are unpaid, as shown by the verified statement filed by any contractor, and may pay directly to any workmen the amount shown to be due to him for such wages by the statements filed as hereinbefore required, thereby discharging the obligation of the contractor to the person receiving such payment to the extent of the amount thereof.

(c) Any contractor or subcontractor who shall, under oath, verify the statement required to be filed under this section, which is known to him to be false, shall be guilty of a misdemeanor, and shall, upon conviction, be sentenced to pay a fine of not exceeding two thousand five hundred dollars (\$2,500) or to undergo imprisonment not exceeding five years, or both.

Section 11. Remedies and Penalties.--(a) The fiscal or financial officer, or any public body having public work performed under which any workman shall have been paid less than the prevailing wage, shall forthwith notify the secretary, in writing, of the name of the person or firm failing to pay the prevailing wages.

(b) Any workman may, within three months from the date of the occurrence of the incident complained of, file a protest, in writing, with the secretary objecting to the amount of wages paid for services performed by him on public work as being less than the prevailing wages for such services.

(c) Whenever a fiscal or financial officer of any public body shall notify the secretary that any person or firm required to pay its workmen the prevailing wage under this act has failed so to do, or whenever any workman employed upon public work shall have filed a timely protest objecting that he has been paid less than prevailing wages as required by this act, it shall be the duty of

and the secretary shall forthwith investigate the matter and determine whether or not there has been a failure to pay the prevailing wages and whether such failure was intentional or otherwise. In any such investigation, the secretary shall provide for an appropriate hearing upon due notice to interested parties including the workmen, the employer and their respective representative, if any.

(d) In the event that the secretary shall determine, after notice and hearing as required by this section, that any person or firm has failed to pay the prevailing wages and that such failure was not intentional, he shall afford such person or firm a reasonable opportunity to adjust the matter by making payment or providing adequate security for the payment of the amounts required to be paid under this act as prevailing wages to the workmen affected on such terms and conditions as shall be approved by the secretary.

(e) In the event that the secretary shall determine, after notice and hearing as required by this section, that any person or firm has failed to pay the prevailing wages and that such failure was intentional, he shall thereupon notify all public bodies of the name or names of such persons or firms and no contract shall be awarded to such persons or firms or to any firm, corporation or partnership in which such persons or firms have an interest until three years have elapsed from the date of the notice to the public bodies aforesaid. The secretary may in addition thereto request the Attorney General to proceed to recover the penalties for the Commonwealth of Pennsylvania which are payable under subsection (f) of this section.

(f) Whenever it shall be determined by the secretary, after notice and hearing as required by this section, that any person or firm has failed to pay the prevailing wages and that such failure was intentional, such persons or firm shall be liable to the Commonwealth of Pennsylvania for liquidated damages, in addition to damages for any other breach of the contract in the amount of the underpayment of wages due any workman engaged in the performance of such contract.

(g) It shall not constitute a failure to pay the prevailing wage rates for the work of a particular craft or classification where the prevailing wage rates determined for a specific craft or classification has been paid, and it is asserted that one or more bona fide craft unions contend that the work should have been assigned to their members instead of the members of the specific craft to whom it was assigned or by whom it was performed.

(h) The following shall constitute substantial evidence of intentional failure to pay prevailing wage rates:

(1) Any acts of omission or commission done wilfully or with a knowing disregard of the rights of workmen resulting in the payment of less than prevailing wage rates.

(2) After there has been a finding by the secretary in the manner required by this section that any person or firm has failed to pay the prevailing wages prescribed by this act and thereafter there shall be a failure by such person or firm to pay the prevailing wages prescribed by this act, or there shall be a subsequent failure of such person or firm to comply with any opportunity to adjust any differences which shall be afforded him by the secretary.

Section 12. Failure to Comply, Termination.--In any case where the secretary shall have determined that any person or firm has failed to pay the prevailing wages under subsections (e) and (f) of section 11 hereof, he may direct the public body to terminate, and the public body may terminate, any such contractor's right to proceed with the public work.

Section 13. Workmen's Rights.--Any workmen paid less than the rates specified in the contract shall have a right of action for the difference between the wage so paid and the wages stipulated in the contract, which right of action shall be instituted within six months from the occurrence of the event creating such right.

Section 14. Rules and Regulations.--The secretary is hereby authorized and empowered to prescribe, adopt, promulgate, rescind and enforce rules and regulations pertaining to the administration and enforcement of the provisions of this act.

Section 15. Application of Act.--This act shall have no application to any public works subject to the Walsh-Healey Act, the act of June 30, 1936, chapter 881, 49 Stat. 2036, 41 USCA sections 35-45, or the Davis Bacon Act, the act of March 3, 1931, 40 U. S. Code 276 (a).

Section 16. Repealer.--All acts and parts of acts are repealed in so far as they are inconsistent herewith.

Section 17. Effective Date.--This act shall take effect on the first day of the sixth month following date of final enactment.

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 **Saw Mill Road Culvert Pipe Replacement Project located in East Fallowfield 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.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance		2. Status of Federal Action: ☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award		3. Report Type: ☐ a. initial filing ☐ b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, if known: Congressional District, if known: 4c			5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:		
6. Federal Department/Agency:			7. Federal Program Name/Description: CFDA Number, if applicable: _____		
8. Federal Action Number, if known:			9. Award Amount, if known: \$		
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Federal Use Only:					Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

HOLD HARMLESS CLAUSE

The Contractor shall release, indemnify and hold harmless **East Fallowfield Township**, its Engineer(s), officers, elected officials, agents, representatives, and employees acting within the scope of their official duties from and against any and all damages, costs, expenses (including but not limited to reasonable attorney fees), losses, claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description brought against or recoverable from **East Fallowfield Township** and its Engineer(s) by reason of any act, omission, error or willful misconduct of the Contractor, its agents, employees, sub-contractors, 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 but is not limited to any negligence or carelessness of the contractor in failing to review all plans, specifications, and other documents published by **East Fallowfield Township** 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 but not limited to his/her negligent failure to notify the **East Fallowfield Township** of any dangerous condition requiring **East Fallowfield Township'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 **East Fallowfield Township** 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.

Contractor shall defend any lawsuit commenced against **East Fallowfield Township** and shall pay any judgments and costs and expenses connected with such proceeding which are based upon the negligent acts, omissions and/or willful misconduct of Contractor or its employees, agents, servants, and/or anyone acting under Contractor's control and/or Contractor's direction. If Contractor is successful in defending such a lawsuit, then **East Fallowfield Township** will reimburse Contractor for its costs and expenses associated with such defense only to the extent that such liabilities arise from an action which can be properly brought against **East Fallowfield Township**.

The contractor, in executing this Agreement, represents to **East Fallowfield Township** 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.

This Hold Harmless Clause shall survive the termination of the Contract.

ATTEST:

Name of Contractor

Witness

Signature

Please Print Name

Please Print Name



Commonwealth of Pennsylvania
Public Works Employment Verification Form

Complete and return the form to the contracting Public Body prior to the award of the contract.

Company Legal Name: _____

Doing Business As: _____

(if different from Legal Name)

Mailing Address: _____

Street Address 1

Street Address 2

City

State

Zip Code

Check one:

☐

Contractor

☐

Subcontractor

Contracting Public Body: _____

Contract/Project Number: _____

Project Description: _____

Project Location: _____

Date Enrolled in E-Verify (MM/DD/YYYY): _____

As a contractor/subcontractor for the above referenced public works contract, I hereby affirm that as of today's 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 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

Date of Signature

Printed Name: _____

Phone Number: _____ **Email:** _____



NONDISCRIMINATION/SEXUAL HARASSMENT FORM

During the term of the Contract, the Applicant (known herein as "Grantee"), sub-grantee, contractors, sub-contractors and professional service providers, agrees as follows:

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 Grantee'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.

Company Name _____

Grantee _____

Printed Name & Title _____

Printed Name & Title _____

Signature _____

Signature _____

Date _____

Date _____

CONTRACT FOR CONSTRUCTION OF A SMALL PROJECT

This Contract is by and between East Fallowfield Township (Owner) and _____ (Contractor).

Owner and Contractor hereby agree as follows:

ARTICLE 1 - THE WORK

1.01 Work

- A. Work includes all labor, materials, equipment, services, and documentation necessary to construct the Project defined herein. The Work may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
- B. The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Project is generally described as follows:
 - 1. Removal of existing storm pipe arch and structures, install new storm pipe and structures, concrete curb, paving, E&S and associated work.

ARTICLE 2 - CONTRACT DOCUMENTS

2.01 Intent of Contract Documents

- A. It is the intent of the Contract Documents to describe a functionally complete project. The Contract Documents do not indicate or describe all of the Work required to complete the Project. Additional details required for the correct installation of selected products are to be provided by the Contractor and coordinated with the Owner and Engineer. This Contract supersedes prior negotiations, representations, and agreements, whether written or oral. The Contract Documents are complementary; what is required by one part of the Contract Documents is as binding as if required by other parts of the Contract Documents.
- B. During the performance of the Work and until final payment, Contractor and Owner shall submit all matters in question concerning the requirements of the Contract Documents, or relating to the acceptability of the Work under the Contract Documents to the Engineer. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- C. Engineer will render a written clarification, interpretation, or decision on the issue submitted, or initiate a modification to the Contract Documents.
- D. Contractor, and its subcontractors and suppliers, shall not have or acquire any title to or ownership rights to any of the Drawings, Specifications, or other documents (including copies or electronic media editions) prepared by Engineer or its consultants.

2.02 Contract Documents Defined

- A. The Contract Documents consist of the following documents:
 - 1. This Contract
 - 2. Bid Form and Attachments

3. Performance bond
4. Payment bond
5. Specifications listed in the Table of Contents
6. Drawings as follows:
 - a. Construction Drawings (3 Pages)
 - b. Erosion & Sedimentation Control plans (6 Pages)
 - c. ROW Exhibits (4 Pages)
7. Addenda
8. Exhibits to this Contract (enumerated as follows):
 - a. Bid Bond
 - b. Anti-Collusion Affidavit
 - c. Workmen's Compensation Act Affidavit
 - d. Prevailing Wage Compliance Declaration
 - e. 1961 Act 422 PA General Assembly
 - f. Prevailing Wage Rates
 - g. Consent of Surety
 - h. Hold Harmless Clause
 - i. Public Works Employment Verification
 - j. Non-Discrimination / Sexual Harassment Clause
 - k. Provisions Concerning the Americans with Disabilities Act
9. The following which may be delivered or issued on or after the Effective Date of the Contract:
 - a. Work Change Directives (EJCDC C-940)
 - b. Change Orders (EJCDC C-941)
 - c. Application for Payment
 - d. Certificate of Substantial Completion
 - e. Certificate of Compliance (CS-4171)

ARTICLE 3 - ENGINEER

3.01 Engineer

- A. The Engineer for this Project is **Traffic Planning and Design, Inc., 1025 Andres Drive, Suite 110, West Chester, Pa 19380, Telephone (610) 326-3100.**

ARTICLE 4 - CONTRACT TIMES

4.01 Contract Times

- A. The Work will be substantially completed on or before **July 17, 2026**, completed, and ready for final payment on or before **July 31, 2026**.

4.02 Milestones

- A. Not applicable.

4.03 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence in the performance of the Contract, and that Owner will incur damages if Contractor does not complete the Work according to the requirements of Paragraph 4.01. Because such damages for delay would be difficult and costly to determine, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner **\$500.00** for each day that expires after the Contract Time for substantial completion.
- B. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$1,000.00** for each day that expires after such time until the Work is completed and ready for final payment.

4.04 Delays in Contractor's Progress

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor or their subcontractors or suppliers.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times.
- D. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor or Contractor's subcontractors or suppliers.

4.05 Progress Schedules

- A. Contractor shall develop a progress schedule and submit to the Engineer for review and comment before starting Work on the Site. The Contractor shall modify the schedule in accordance with the comments provided by the Engineer.
- B. The Contractor shall update and submit the progress schedule to the Engineer each month. The Owner may withhold payment if the Contractor fails to submit the schedule.

ARTICLE 5 - CONTRACT PRICE

5.01 Payment

- A. Owner shall pay Contractor in accordance with the Contract Documents at the following unit prices for each unit of Work completed:

1. Work, at the prices stated in Contractor's Bid Form, attached as part of the Bid Documents.

Payment will be made in an amount equal to the total of all extended prices for actual Work completed. The extended price is determined by multiplying the unit price times the actual quantity of that Work item completed. The Engineer will determine actual quantities installed.

ARTICLE 6 - BONDS AND INSURANCE

6.01 Bonds

- A. Before starting Work, Contractor shall furnish a performance bond and a payment bond from surety companies that are duly licensed or authorized to issue bonds in the required amounts in the jurisdiction in which the Project is located. Each bond shall be in an amount equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until the completion of the correction period specified in Paragraph 7.12 but, in any case, not less than one year after the date when final payment becomes due.

6.02 Insurance

- A. Before starting Work, Contractor shall furnish evidence of insurance from companies that are duly licensed or authorized in the jurisdiction in which the Project is located with a minimum AM Best rating of A-VII or better. Contractor shall provide insurance in accordance with the following:

1. Contractor shall provide coverage for not less than the following amounts, or greater where required by Laws and Regulations:

a. Workers' Compensation:

State:	<u>Statutory</u>
Employer's Liability:	
Bodily Injury, each Accident	\$ <u>100,000.00</u>
Bodily Injury By Disease, each Employee	\$ <u>100,000.00</u>
Bodily Injury/Disease Aggregate	\$ <u>100,000.00</u>

b. Commercial General Liability:

General Aggregate	\$ <u>2,000,000.00</u>
	Coverage to be for a period of two years after final payment
Products - Completed Operations Aggregate	\$ <u>2,000,000.00</u>

Personal and Advertising Injury	\$	_____
Each Occurrence (Bodily Injury and Property Damage)	\$	_____

c. Automobile Liability herein:

Bodily Injury:

Each Person	\$	_____
Each Accident	\$	_____

Property Damage:

Each Accident	\$	_____
Combined Single Limit of:	\$	1,000,000.00

d. Excess or Umbrella Liability:

Per Occurrence	\$	N/A
General Aggregate	\$	N/A

e. Contractor's Pollution Liability:

Each Occurrence	\$	1,000,000.00
General Aggregate	\$	_____

- B. All insurance policies required to be purchased and maintained will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the insured and additional insured.

1. **The "Additional Insured Parties" are as follows: East Fallowfield Township, Traffic Planning and Design, Inc., Commonwealth of Pennsylvania, Commonwealth Financing Authority (C000090561), and each of their members, partners, agents, employees, and servants.**

- C. Automobile liability insurance provided by Contractor shall provide coverage against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.

- D. Contractor's commercial general liability policy shall be written on a 1996 or later ISO commercial general liability occurrence form and include the following coverages and endorsements:

1. Products and completed operations coverage maintained for three years after final payment;
2. Blanket contractual liability coverage to the extent permitted by law;
3. Broad form property damage coverage; and

4. Severability of interest; underground, explosion, and collapse coverage; personal injury coverage.
- E. The Contractor's commercial general liability and automobile liability, umbrella or excess, and pollution liability policies shall include and list Owner (**East Fallowfield Township**), Engineer, Commonwealth of Pennsylvania, Commonwealth Financing Authority, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each as additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis.
 1. Additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
 2. Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent for design professional additional insureds.
- F. Umbrella or excess liability insurance shall be written over the underlying employer's liability, commercial general liability, and automobile liability insurance. Subject to industry-standard exclusions, the coverage afforded shall be procured on a "follow the form" basis as to each of the underlying policies. Contractor may demonstrate to Owner that Contractor has met the combined limits of insurance (underlying policy plus applicable umbrella) specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policies and an umbrella or excess liability policy.
- G. The Contractor shall provide property insurance covering physical loss or damage during construction to structures, materials, fixtures, and equipment, including those materials, fixtures, or equipment in storage or transit.
- H. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 15.
- I. Additional Insurers:

ARTICLE 7 - CONTRACTOR'S RESPONSIBILITIES

7.01 Supervision and Superintendence

- A. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, safety, and procedures of construction.
- B. Contractor shall assign a competent resident superintendent who is to be present at all times during the execution of the Work. This resident superintendent shall not be replaced without

written notice to and approval by the Owner and Engineer except under extraordinary circumstances.

- C. Contractor shall at all times maintain good discipline and order at the Site.
- D. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday.

7.02 Other Work at the Site

- A. In addition to and apart from the Work of the Contractor, other work may occur at or adjacent to the Site. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
- B. In addition to the Owner providing typical project coordination, selected contractor shall coordinate with Owner forces in the field on a daily basis to ensure all work being performed shall not disturb the normal flow of the travelling public or employees any more than absolutely required to perform the work as per project documents.

7.03 Services, Materials, and Equipment

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. Contractor will furnish and deliver all materials (including PennDOT Form CS-4171 – Certificate of Compliance) and perform all work on the project in accordance with contract documents and current PennDOT specifications (Publication 408).

7.04 Subcontractors and Suppliers

- A. Contractor may retain subcontractors and suppliers for the performance of parts of the Work. Such subcontractors and suppliers must be acceptable to Owner.

7.05 Quality Management

- A. Contractor is fully responsible for the managing quality to ensure Work is completed in accordance with the Contract Documents.

7.06 Licenses, Fees and Permits

- A. Contractor shall pay all license fees and royalties and assume all costs incident to performing the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others.
- B. Contractor shall obtain and pay for all construction permits and licenses unless otherwise provided in the Contract Documents.

7.07 Laws and Regulations; Taxes

- A. Contractor shall be responsible to familiarize himself and comply with all statutes, ordinances, rules and regulations, whether federal, state or local. which may be applicable

to the Work to be performed and/or materials and equipment to be used or supplied in performance of the Agreement and shall base his bid prices on full compliance therewith, including but not limited to the laws and regulations listed in this Paragraph 7.10.D. Owner and Engineer make no representation that such statutes, ordinances, rules and regulations as may be mentioned in the Contract Documents are the only applicable.

1. The Contractor shall comply with Commonwealth of Pennsylvania Prevailing Wage Act, P.L. 987, as amended. The applicable provisions of this Act and the wage rate determination are provided.
 2. Contractor is subject to the provisions of the Pennsylvania Steel Products Procurement Act of 1978, P.L. 6, as amended. This Act and amendments require that the Contractor use or furnish only steel products (as defined in the Act and amendments) which have been produced in the United States, except in cases where the products are not produced in sufficient quantities in the United States.
 3. Contractor is subject to the provisions of Pennsylvania Act 247 of 1972, as amended, relating to the prevention of environmental pollution and the preservation of public natural resources.
 4. Contractor is subject to the provisions of the Pennsylvania Human Relations Act No. 222 of 1955, as amended.
 5. Contractor is subject to the provisions of Pennsylvania Underground Utility Line Protection Act, Act 287 of 1974, as amended by Act 121 of 2008, which requires contractors to notify public utilities prior to starting excavation or demolition work.
 6. Contractor shall comply with the Pennsylvania Public Works Contract Regulation Law, as amended by Act 142 of 1994 as it relates to timely payment by Contractor and Subcontractor to its Subcontractors.
 7. Contractor shall comply with the Antibid-Rigging Act, 62 Pa.C.S.A §4501, et seq.
- B. Contractor shall give all notices required by and shall comply with all local, state, and federal Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- C. Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages if Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations.
1. **The "Indemnified Parties" are as follows: East Fallowfield Township, Traffic Planning and Design, Inc., Commonwealth of Pennsylvania, Commonwealth Financing Authority and each of their members, partners, agents, employees, and servants.**
- D. CONTRACTOR shall be solely responsible for determining whether CONTRACTOR is responsible for paying of all taxes required by law on all materials, tools, apparatus, equipment fixtures, services, uses and incidentals which he purchases or used for the purpose of fulfilling the work on this Contract, and he shall include all amounts required for such taxes within the item prices bid in his Bid. No additional payment will be made to cover such taxes. CONTRACTOR shall thoroughly familiarize himself before submitting a Bid, with

all laws requiring the payment of taxes. OWNER will provide such information as OWNER has in his possession for the completion of any required forms.

7.08 Record Documents

- A. Contractor shall maintain one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved shop drawings in a safe place at the Site. Contractor shall annotate them to show changes made during construction. Contractor shall deliver these record documents to Engineer upon completion of the Work.

7.09 Safety and Protection

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.
- B. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. All persons on the Site or who may be affected by the Work;
 - 2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.
- C. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, or anyone for whose acts the Contractor may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Contract Documents or to the acts or omissions of Owner or Engineer and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor).
- D. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.
- E. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor shall act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.
- F. Nothing contained in the Contract Documents shall be construed to require or authorize ENGINEER or OWNER to supervise or be in any way responsible for CONTRACTOR's compliance with any applicable safety regulations, codes or procedures: ENGINEER or OWNER shall have no duty to inform the CONTRACTOR of any safety violations, and should ENGINEER or OWNER voluntarily point out safety violations, such actions shall not be construed to mean that ENGINEER or OWNER has assumed any responsibility for

CONTRACTOR's compliance with any applicable safety regulations, codes, or procedures. CONTRACTOR is solely responsible for Project Safety.

7.10 Shop Drawings, Samples, and Other Submittals

- A. Submit electronic copies of shop drawings to the Owner. The Owner shall designate an agent or staff member to coordinate submittal reviews at or before the Pre-construction Meeting.
- B. Contractor shall review and coordinate the shop drawing and samples with the requirements of the Work and the Contract Documents and shall verify all related field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information.
- C. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
- D. With each submittal, Contractor shall give Engineer specific written notice, in a communication separate from the submittal, of any variations that the shop drawing or sample may have from the requirements of the Contract Documents.
- E. Engineer will provide timely review of shop drawings and samples.
- F. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs.
- G. Engineer's review and approval of a separate item does not indicate approval of the assembly in which the item functions.
- H. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of shop drawings and submit, as required, new samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
- I. Shop drawings are not Contract Documents.

7.11 Warranties and Guarantees

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

7.12 Correction Period

- A. If within two years after the date of substantial completion, any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly and without cost to Owner, correct such defective Work.
- B. The obligations of the Contractor to correct defective work, beyond the specified Correction Period, shall survive acceptance of the Work and termination of the Contract by the Owner by an additional time period, which shall begin on the date of discovery of the defective work, but not earlier than the date of termination of the specified Correction Period, which additional time period shall be subject to the application of the doctrine of nullum tempus.

Correction of defective work during this extended Correction Period shall be at the Contractor's sole expense.

7.13 Indemnification

- A. The Contractor will be required to execute the Hold Harmless Clause included as part of the bidding and contract documents.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 Owner's Responsibilities

- A. Except as otherwise provided in the Contract Documents, Owner shall issue all communications to Contractor through Engineer.
- B. Owner shall make payments to Contractor as provided in this Contract.
- C. Owner shall provide Site and easements required to construct the Project.
- D. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, unless stated elsewhere in the Contract Documents, Owner shall have sole authority and responsibility for such coordination.
- E. The Owner shall be responsible for performing inspections and tests required by applicable codes.
- F. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- G. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- H. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 Engineer's Status

- A. On this Project, by agreement with the Owner, Engineer will not furnish a Resident Project Representative to represent Engineer at the Site. Engineer may assist Owner in observing the progress and quality of the Work.
- B. Engineer will be Owner's representative during construction. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in this Contract.
- C. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any subcontractor, any supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

- D. Engineer will make visits to the Site at intervals appropriate to the various stages of construction. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work.
- E. Engineer has the authority to reject Work if Contractor fails to perform Work in accordance with the Contract Documents.
- F. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work.
- G. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

ARTICLE 10 - CHANGES IN THE WORK

10.01 Authority to Change the Work

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work.

10.02 Change Orders

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - 1. Changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 - 2. Changes in the Work which are: (a) ordered by Owner or (b) agreed to by the parties or (c) resulting from the Engineer's decision, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
 - 3. Changes in the Contract Price or Contract Times or other changes which embody the substance of any final binding results under Article 12.
- B. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 11 - DIFFERING SUBSURFACE OR PHYSICAL CONDITIONS

11.01 Differing Conditions Process

- A. If Contractor believes that any subsurface or physical condition including but not limited to utilities or other underground facilities that are uncovered or revealed at the Site either differs materially from that shown or indicated in the Contract Documents or is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents then

Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. After receipt of written notice, Engineer will promptly:
 - 1. Review the subsurface or physical condition in question;
 - 2. Determine necessity for Owner obtaining additional exploration or tests with respect to the condition;
 - 3. Determine whether the condition falls within the differing site condition as stated herein;
 - 4. Obtain any pertinent cost or schedule information from Contractor;
 - 5. Prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and
 - 6. Advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

ARTICLE 12 - CLAIMS AND DISPUTE RESOLUTION

12.01 Claims Process

- A. The party submitting a claim shall deliver it directly to the other party to the Contract and the Engineer promptly (but in no event later than 10 days) after the start of the event giving rise thereto.
- B. The party receiving a claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the claim through the exchange of information and direct negotiations. All actions taken on a claim shall be stated in writing and submitted to the other party.
- C. If efforts to resolve a claim are not successful, the party receiving the claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the claim within 45 days, the claim is deemed denied.
- D. If the dispute is not resolved to the satisfaction of the parties, Owner or Contractor shall give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction unless the Owner and Contractor both agree to an alternative dispute resolution process.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK

13.01 Tests and Inspections

- A. Owner and Engineer will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access.
- B. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- C. If any Work that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense.

13.02 Defective Work

- A. Contractor shall ensure that the Work is not defective.
- B. Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. The Contractor shall promptly correct all such defective Work.
- E. When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. If the Work is defective or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

ARTICLE 14 - PAYMENTS TO CONTRACTOR

14.01 Progress Payments

- A. The Contractor shall prepare a schedule of values that will serve as the basis for progress payments. The schedule of values will be in a form of application for payment acceptable to Engineer. The unit price breakdown submitted with the bid will be used for unit price work. Break lump sum items into units that will allow for measurement of Work in progress.

14.02 Applications for Payments:

- A. Contractor shall submit to Engineer for review an electronic (PDF) notarized copy of each Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents no later than the 1st day of the month for work completed up to the 25th day of the previous month. Beginning with the second application for payment, each application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior applications for payment.

- B. Upon substantial completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the work completed to date.
- C. Upon final completion and acceptance of the work (including all Punchlist items), Owner shall pay the remainder of the Contract Price (retainage being held) as recommended by the engineer.

14.03 Retainage

- A. The Owner shall retain **Ten Percent (10%)** of each progress payment until the Work is substantially complete.
- B. If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to the Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, the Contractor may request that no additional retainage be held on progress payments.

14.04 Review of Applications

- A. Within 10 days after receipt of each application for payment, the Engineer will either indicate in writing a recommendation for payment and present the application for payment to Owner or return the application for payment to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. The Contractor will make the necessary corrections and resubmit the application for payment.
- B. Engineer will recommend reductions in payment (set-offs) which, in the opinion of the Engineer, are necessary to protect Owner from loss because the Work is defective and requires correction or replacement.
- C. The Owner is entitled to impose set-offs against payment based on any claims that have been made against Owner on account of Contractor's conduct in the performance of the Work, incurred costs, losses, or damages on account of Contractor's conduct in the performance of the Work, or liquidated damages that have accrued as a result of Contractor's failure to complete the Work.

14.05 Contractor's Warranty of Title

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

14.06 Substantial Completion

- A. The Contractor shall notify Owner and Engineer in writing that the Work is substantially complete and request the Engineer issue a certificate of substantial completion when Contractor considers the Work ready for its intended use. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Engineer will make an inspection of the Work with the Owner and Contractor to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor and Owner in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete or upon resolution of all reasons for non-issuance of a certificate identified in 14.06.B, Engineer will deliver to Owner a certificate

of substantial completion, which shall fix the date of substantial completion and include a punch list of items to be completed or corrected before final payment.

- D. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, shall be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 14.

14.07 Final Inspection

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner, Contractor, and if required, PennDOT and/or DEP and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.08 Final Payment

- A. It shall be established and agreed that a minimum of **Ten Percent (10%)**, shall be withheld by OWNER after Substantial Completion, until the record drawings are completed and delivered to ENGINEER, to their satisfaction.
- B. Contractor may make application for final payment after Contractor has satisfactorily completed all Work defined in the Contract, including providing all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents and other documents.
- C. The final application for payment shall be accompanied (except as previously delivered) by:
 - 1. All documentation called for in the Contract Documents;
 - 2. Consent of the surety to final payment;
 - 3. Satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any liens or other title defects, or will so pass upon final payment;
 - 4. A list of all disputes that Contractor believes are unsettled; and
 - 5. Complete and legally effective releases or waivers (satisfactory to Owner) of all lien rights arising out of the Work, and of liens filed in connection with the Work.
- D. The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

14.09 Waiver of Claims

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 Owner May Suspend Work

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 60 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension.

15.02 Owner May Terminate for Cause

- A. Contractor's failure to perform the Work in accordance with the Contract Documents or other failure to comply with a material term of the Contract Documents will constitute a default by Contractor and justify termination for cause.
- B. If Contractor defaults in its obligations, then after giving Contractor and any surety ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
 - 1. Declare Contractor to be in default, and give Contractor and any surety notice that the Contract is terminated; and
 - 2. Enforce the rights available to Owner under any applicable performance bond.
- C. Owner may not proceed with termination of the Contract under Paragraph 15.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- D. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- E. In the case of a termination for cause, if the cost to complete the Work, including related claims, costs, losses, and damages, exceeds the unpaid contract balance, Contractor shall pay the difference to Owner.

15.03 Owner May Terminate for Convenience

- A. Upon seven days written notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for, without duplication of any items:
 - 1. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. Other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.

- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

15.04 Contractor May Stop Work or Terminate

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner, and provided Owner does not remedy such suspension or failure within that time, either stop the Work until payment is received, or terminate the Contract and recover payment from the Owner.

ARTICLE 16 - CONTRACTOR'S REPRESENTATIONS

16.01 Contractor Representations

- A. Contractor makes the following representations when entering into this Contract:
 - 1. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 4. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on:
 - a. The cost, progress, and performance of the Work;
 - b. The means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and
 - c. Contractor's safety precautions and programs.
 - 5. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 - 6. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 - 7. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 - a. If there are any conflicts, errors, ambiguities, or discrepancies within the Contract Documents, the documents shall be interpreted in the following order of

precedence: (1) Agreement, together with all Written Amendments, (2) Specifications together with all Written Amendments, Change Orders, Work Orders, Change Directives, Field Orders, and Engineer's written interpretations and clarifications, (3) Drawings as more specifically identified in the Agreement, together with all Written Amendments, Change Orders, Work Orders, Change Directives, Field Orders and Engineer's written interpretations and clarifications.

8. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
9. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that, without exception, all prices in the Contract are premised upon performing and furnishing the Work required by the Contract Documents.
10. Contractor's execution of the Contract documents, confirms their agreement to all requirements listed in the attached Nondiscrimination / Sexual Harassment Clause.

ARTICLE 17 - MISCELLANEOUS

17.01 Cumulative Remedies

- A. The duties and obligations imposed by this Contract and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.02 Limitation of Damages

- A. Neither Owner, Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

17.03 No Waiver

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

17.04 Survival of Obligations

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract.

17.06 Controlling Law

- A. This Contract is to be governed by the law of the state in which the Project is located.

IN WITNESS WHEREOF, Owner and Contractor have signed this Contract.

This Contract will be effective on _____ (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

By: _____

By: _____

Title: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

License No.: _____
(where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Contract.)

WORK CHANGE DIRECTIVE ORDER NO.:

Owner:

Owner's Project No.:

Engineer:

Engineer's Project No.:

Contractor:

Contractor's Project No.:

Project:

Contract Name:

Date Issued:

Effective Date of Work Change Directive:

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

Description:

Attachments: **[List documents related to the change to the Work]**

Purpose for the Work Change Directive:

Directive to proceed promptly with the Work described herein, prior to agreeing to change in Contract Price and Contract Time, is issued due to:

Check one or both of the following

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

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

Contract Price: \$ _____ **[increase] [decrease] [not yet estimated].**

Contract Time: _____ days **[increase] [decrease] [not yet estimated].**

Basis of estimated change in Contract Price:

☐ Lump Sum ☐ Unit Price ☐ Cost of the Work ☐ Other

Recommended by Engineer

Authorized by Owner

By:

Title:

Date:

CHANGE ORDER NO.:

Owner: _____ Owner's Project No.: _____
 Engineer: _____ Engineer's Project No.: _____
 Contractor: _____ Contractor's Project No.: _____
 Project: _____
 Contract Name: _____
 Date Issued: _____ Effective Date of Change Order: _____
 The Contract is modified as follows upon execution of this Change Order:

Description:

Attachments:

[List documents related to the change]

Change in Contract Price	Change in Contract Times [State Contract Times as either a specific date or a number of days]
Original Contract Price: \$ _____	Original Contract Times: Substantial Completion: _____ Ready for final payment: _____
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. _____ \$ _____	[Increase] [Decrease] from previously approved Change Orders No.1 to No. _____ Substantial Completion: _____ Ready for final payment: _____
Contract Price prior to this Change Order: \$ _____	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for final payment: _____
[Increase] [Decrease] this Change Order: \$ _____	[Increase] [Decrease] this Change Order: Substantial Completion: _____ Ready for final payment: _____
Contract Price incorporating this Change Order: \$ _____	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for final payment: _____

Recommended by Engineer (if required)

Accepted by Contractor

By: _____
 Title: _____
 Date: _____

 Authorized by Owner
 By: _____
 Title: _____
 Date: _____

 Approved by Funding Agency (if applicable)

PROVISIONS CONCERNING THE AMERICANS WITH DISABILITIES ACT

During the term of this Agreement, the Contractor agrees as follows:

1. 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 Agreement or from activities provided for under this Agreement. As a condition of accepting and executing this Agreement, the Contractor agrees to comply with the “General Prohibitions Against Discrimination,” 28 C.F.R. 535.730, 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 Agreements with outside Consultants.
2. 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 paragraph 1.

PERFORMANCE BOND

Contractor Name: Address <i>(principal place of business)</i> :	Surety Name: Address <i>(principal place of business)</i> :
Owner Name: East Fallowfield Township Mailing address <i>(principal place of business)</i> : 2264 Strasburg Road East Fallowfield, PA 19320	Contract Description <i>(name and location)</i> : Saw Mill Road Culvert Pipe Replacement Project Contract Price: Effective Date of Contract:
Bond Bond Amount: Date of Bond: <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: ☐ None ☐ See Paragraph 16	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
<i>(Full formal name of Contractor)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
 - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

- 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
- 6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
- 7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
- 8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
- 9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
- 10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
- 11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
- 12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
- 13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such

statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

- 14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - 14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
 - 14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
 - 14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 - 14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
16. Modifications to this Bond are as follows: **None**

PAYMENT BOND

Contractor Name: Address <i>(principal place of business)</i> :	Surety Name: Address <i>(principal place of business)</i> :
Owner Name: East Fallowfield Township Mailing address <i>(principal place of business)</i> : 2264 Strasburg Road East Fallowfield, PA 19320	Contract Description <i>(name and location)</i> : Saw Mill Road Culvert Pipe Replacement Project Contract Price: Effective Date of Contract:
Bond Bond Amount: Date of Bond: <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: ☐ None ☐ See Paragraph 18	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
<i>(Full formal name of Contractor)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
 - 5.1. Claimants who do not have a direct contract with the Contractor
 - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2. Pay or arrange for payment of any undisputed amounts.
 - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
 - 16.1. *Claim*—A written statement by the Claimant including at a minimum:
 - 16.1.1. The name of the Claimant;
 - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
 - 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 - 16.1.4. A brief description of the labor, materials, or equipment furnished;

- 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 - 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 - 16.1.7. The total amount of previous payments received by the Claimant; and
 - 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
18. Modifications to this Bond are as follows: **None**

Contractor's Application for Payment

Owner: _____ Engineer: _____ Contractor: _____ Project: _____ Contract: _____	Owner's Project No.: _____ Engineer's Project No.: _____ Contractor's Project No.: _____
Application No.: _____ Application Date: _____ Application Period: From _____ to _____	

1. Original Contract Price	\$	-
2. Net change by Change Orders	\$	-
3. Current Contract Price (Line 1 + Line 2)	\$	-
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	-
5. Retainage		
a. _____ X \$ - Work Completed	\$	-
b. _____ X \$ - Stored Materials	\$	-
c. Total Retainage (Line 5.a + Line 5.b)	\$	-
6. Amount eligible to date (Line 4 - Line 5.c)	\$	-
7. Less previous payments (Line 6 from prior application)		
8. Amount due this application	\$	-
9. Balance to finish, including retainage (Line 3 - Line 4)	\$	-

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: _____	
Signature: _____	Date: _____

Recommended by Engineer By: _____ Title: _____ Date: _____	Approved by Owner By: _____ Title: _____ Date: _____
Approved by Funding Agency By: _____ Title: _____ Date: _____	By: _____ Title: _____ Date: _____

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner:

Engineer:

Contractor:

Project:

Contract Name:

Owner's Project No.:

Engineer's Project No.:

Contractor's Project No.:

This ☐ Preliminary ☐ Final Certificate of Substantial Completion applies to:

☐ All Work ☐ The following specified portions of the Work:

Date of Substantial Completion:

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work must be as provided in the Contract, except as amended as follows:

Amendments to Owner's Responsibilities: ☐ None ☐ As follows:

Amendments to Contractor's Responsibilities: ☐ None ☐ As follows:

The following documents are attached to and made a part of this Certificate:

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Engineer

By (signature): _____

Name (printed): _____

Title: _____

CONSENT OF SURETY TO FINAL PAYMENT

PROJECT NUMBER
EFTO.00018

TO OWNER:
East Fallowfield Township
2264 Strasburg Road
East Fallowfield, PA 19320
610-384-7144

PROJECT TITLE AND LOCATION

Saw Mill Road Culvert Pipe Replacement Project

East Fallowfield Township, Chester County, PA

CONTRACT DATED

BOND NUMBER

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the

_____, SURETY,
(NAME OF SURETY)

(ADDRESS OF SURETY)

on bond of

_____, CONTRACTOR,

hereby approves of the final payment to the contractor and agrees that final payment to the Contractor shall not relieve

the Surety of any of its obligations to **East Fallowfield Township**, OWNER, as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date _____
(INSERT IN WRITING THE MONTH FOLLOWED BY THE NUMERIC DATE AND YEAR)

SURETY

SIGNATURE OF AUTHORIZED REPRESENTATIVE

PRINTED NAME AND TITLE

ATTEST (SEAL)

TECHNICAL SPECIFICATIONS AND SPECIAL PROVISIONS

for
Saw Mill Road Culvert Pipe Replacement Project
East Fallowfield Township
Chester County, Pennsylvania

Prepared by:



TPD

1025 Andrew Drive, Suite 110
West Chester, PA 19380
610.326.3100 phone
484.240.8088 fax

October 17, 2025

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PURCHASABLE ITEMS

Specifications or Standard Drawings listed or referred in the Contract Documents are available for purchase upon request from the PENNDOT Sales Store, 5th Floor, Commonwealth Keystone Building, 400 North Street, P.O. Box 2730, Harrisburg, PA 17120 (Telephone 717-787-5968) or online at <http://www.penndot.gov/layouts/pa.penndot.formsandpubs/formsandpubs.aspx>

Specifications can be viewed on PENNDOT's website:

http://www.dot.state.pa.us/public/PubsForms/Publications/Pub_408/PUB%20408.pdf

GOVERNING SPECIFICATIONS AND APPLICABLE DESIGNATED SPECIAL PROVISIONS

I. GOVERNING SPECIFICATIONS. The Contract Documents is made under, subject to, and governed by: **Specifications 408/2020, Change No. 10 Effective April 11, 2025** of the Pennsylvania Department of Transportation. Within these Specifications, where dual measurement and tabular options are presented, English standards apply.

LOCAL AUTHORITY CONTRACT – LOCAL LET

Throughout PennDOT's Specifications Publication 408 wherever references are made to the Commonwealth, the Department or its employees, for the purpose of this contract it will mean **East Fallowfield Township (referred to as the "Owner" for purposes of this document)** and its corresponding employees and agents, unless otherwise superseded by Law.

REFERENCES WITHIN CONTRACT DOCUMENTS

The bid documents for this project incorporate by reference and attachment, specifications, special provisions, standards and other documents of the Pennsylvania Department of Transportation (PennDOT). Within these bid documents, references to "State", "Commonwealth", "Department" or similar terms referring to the Commonwealth of Pennsylvania or PennDOT as the contracting agency shall be deemed to refer to the Owner. Likewise references within these documents to representatives of the Commonwealth of Pennsylvania or PennDOT, such as "Engineer", "Chief Engineer", and "Representative", shall for this project refer to designated representatives of the Owner ("Owner's Representative").

PROVISIONS CONCERNING THE AMERICANS WITH DISABILITIES ACT

During the term of this contract, the Contractor agrees as follows:

1. 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.

2. The Contractor shall be responsible for and agrees to indemnify and hold harmless Owner from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against Owner as a result of the Contractor's failure to comply with the provisions of Paragraph 1.

CONTRACTOR RESPONSIBILITY PROVISIONS

1. The contractor must certify, in writing, for itself and all its subcontractors, that as the date of its execution of any contract, that neither the contractor, nor any subcontractors, nor any suppliers are under suspension or debarment by the Commonwealth of Pennsylvania or any government 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.
2. The contractor must also certify, in writing, that as of the date of its execution of any contract it has no tax liabilities or other Commonwealth obligations.
3. 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.
4. The failure of the contractor to notify Owner of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the contract between the contractor and Owner.
5. The contractor agrees to reimburse Owner or the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the contractor's compliance with the terms of this or any other agreement between the contractor and Owner, 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 that do not result in the contractor's suspension or debarment.
6. The contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the Internet at <http://www.dgs.state.pa.us/debarment.htm> or contacting the:

Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg, PA 17125
Telephone No: (717) 783-6472.

CONTRACTOR INTEGRITY PROVISIONS

For purposes of this clause only, the words "confidential information," "consent," "contractor," "financial interest," and "gratuity" shall have the following definitions.

1. Confidential information means information that is not public knowledge, or available to the public on request, disclosure of which would give an unfair, unethical, or illegal advantage to another desiring to contract with Owner for this project.
2. Consent means written permission signed by a duly authorized representative of Owner, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, Owner shall be deemed to have consented by virtue of execution of this agreement.
3. Contractor means the individual or entity that has entered into the Contract with Owner, including directors, officers, partners, managers, key employees and owners of more than a five-percent interest.
4. Financial interest means:
 - » Ownership of more than a five percent interest in any business; or
 - » Holding a position as an officer, director, trustee, partner, employee, or the like, or holding any position of management.
5. Gratuity means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.

The Contractor shall maintain the highest standards of integrity in the performance of the Contract and shall take no action in violation of state or federal laws, regulations, or other requirements that govern contracting with Owner for this project.

The Contractor shall not disclose to others any confidential information gained by virtue of the Contract.

The Contractor shall not, in connection with this or any other agreement with Owner, directly or indirectly offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any officer or employee of Owner.

The Contractor shall not, in connection with this or any other agreement with the Owner, directly or indirectly offer, give, or agree or promise to give to anyone any gratuity for the benefit of or at the direction or request of any officer or employee of Owner.

Except with the consent of Owner, neither the Contractor nor anyone in privity with him or her shall accept or agree to accept from, or give or agree to give to, any person, any gratuity from any person in connection with the performance of work under the Contract except as provided therein.

Except with the consent of Owner, the Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project.

The Contractor, upon being informed that any violation of these provisions has occurred or may occur, shall immediately notify Owner in writing.

The Contractor, by execution of the Contract and by the submission of any bills or invoices for payment pursuant thereto, certifies, and represents that he or she has not violated any of these provisions.

The Contractor, upon the inquiry or request of Owner or any of its agents or representatives, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by Owner to the Contractor's integrity or responsibility, as those terms are defined by the Commonwealth's statutes, regulations, or management directives. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form

which refer to or concern the Contract. Such information shall be retained by the Contractor for a period of three years beyond the termination of the Contract unless otherwise provided by law.

For violation of any of the above provisions, Owner may terminate this and any other agreement with the Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all expenses incurred in obtaining another Contractor to complete performance hereunder, and request the Commonwealth to debar and suspend the Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or nonuse of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those that the Commonwealth may have under law, statute, regulation, or otherwise.

PUBLIC WORK EMPLOYMENT VERIFICATION ACT

General. In accordance with Act 141 of 2022, known as the Public Works Employment Verification Act ("the Act"), effective July 22, 2023, 43 P.S. §§ 167. 1-167.11, the Contractor shall use the Federal Government's E-Verify system to ensure that all employees performing work on the project, including subcontractor's employees, are authorized to work in the United States.

Verification Form. The Contractor shall verify the employment eligibility of all employees hired and submit the Commonwealth Public Works Employment Verification Form ("Form") included in the bid package attachments to the Owner.

Contractor. Mail the Form, signed by an authorized representative of the Contractor to Owner along with the Performance and Payment Bonds as specified by the contract documents. Failure or refusal to provide the Form will be considered a refusal to comply with bidding requirements, will result in rejection of the bid, and may subject the Contractor to the enforcement activities, sanctions and civil penalties specified in the Act.

Subcontractor. The Prime Contractor will obtain a Form signed by an authorized representative of any subcontractor performing work on the project, possessing sufficient knowledge to make the representations and certifications on the Form. The Prime Contractor shall submit the Form to Owner prior to requesting subcontractor approval and before the subcontractor performs any work. Failure or refusal to provide the Form will be considered a refusal to comply with subcontractor approval requirements, will result in rejection of the subcontractor request, and may subject the subcontractor to the enforcement activities, sanctions and civil penalties specified in the Act.

The Prime Contractor shall include information about the requirements of the Act in all subcontracts.

Department of General Services. The Department of General Services is the Commonwealth agency responsible for enforcement and administration of the Act. Please direct questions about the Act to:

Department of General Services Public Works
Employment Verification Compliance Office
Room 105 Tent Building
18th and Herr Streets
Harrisburg, PA 17125
Fax: 717-214-3669.

REVISIONS TO SPECIFICATIONS

Changes and updates to PennDOT Publication 408 are detailed in numbered change packages, as posted on the PENNDOT website or issued to Publication holders.

The change number that applies to this bid proposal has been established by a special provision. To determine the contents of all revisions and updates made to Pub. 408 since its initial issue, refer to the COMPENDIUM OF CHANGES found in the individual change packages.

CONTRACTOR REQUIREMENTS RELATED TO PUBLIC FUNDING FOR CONSTRUCTION

The construction will utilize funding from the Commonwealth's Multimodal Transportation Fund, and as such, will carry with it requirements described in the attached Multimodal Reimbursement Agreement. Such requirements include, but are not limited to, compliance with the following:

- » Applicable contracting and project requirements;
- » Offset Provision for State Contracts (Pub. 408, Appendix C, DSP1);
- » Contractor Responsibility Provisions (Pub. 408, Appendix C, DSP2);
- » Provisions concerning the Americans with Disabilities Act (Pub. 408, Appendix C, DSP3);
- » Contractor Integrity Provisions (Pub. 408, Appendix C, DSP11);
- » Right-to-Know Law Provisions;
- » Commonwealth Nondiscrimination Provisions;
- » Liability insurance and indemnification;
- » Record keeping;
- » Diverse Business (DB) Requirements for Non-Federally Funded Construction Projects (Pub. 408, Appendix C, DSP4). Prior to entering into a contract for this project, the apparent low bid contractor will be required to demonstrate its good faith efforts to solicit contractors that are DBs by submitting paper documentation to Owner's Representative.

EROSION AND SEDIMENT CONTROL

Construct and maintain soil erosion and sediment pollution control measures according to the Project Erosion & Sediment Pollution Control Plans. If no E&S Plans are provided, the contractor shall take every precaution to ensure excavations are protected to prevent unwanted erosion.

CONCRETE WASHOUT STATION

DESCRIPTION – This work is the construction of a concrete washout station, if required, for the purpose of containing waste cement concrete material and wastewater.

MATERIAL

- » Compost Filter Sock- Section 867.2

- » Posts – Of sufficient length for 18-inch embedment in the ground. Wood, nominal 2-inches square.
- » Heavy Gauge Plastic Material. 10 mil minimum thickness.

CONSTRUCTION

For any project on which concrete will be placed or otherwise formed on site, a suitable washout facility must be provided for the cleaning of chutes, mixers, and hoppers of the delivery vehicles unless such a facility will be used at the source of the concrete. Under no circumstances may wash water from these vehicles be allowed to enter any surface waters. Make sure that proper signage is provided to drivers so that they are aware of the presence of washout facilities.

Wherever compost sock washouts are used, a suitable impervious plastic sheeting should be placed at the location of the washout. Stake compost socks as recommended by the manufacturer around perimeter of the plastic sheeting so as to form a ring with the ends of the sock located at the upslope corner. Ensure continuous contact of the sock with the plastic sheeting at all locations. Where necessary, socks may be stacked and staked so as to form a triangular cross-section.

Do not place washout facilities within 50 feet of storm drains, open ditches or surface waters. They should be in a convenient location for the trucks, preferably near the place where the concrete is being placed, but far enough from other vehicular traffic to minimize the potential for accidental damage or spills. Wherever possible, they should be located on slopes not exceeding a 2% grade.

MEASUREMENT AND PAYMENT – Incidental to existing concrete items and will not be paid for separately.

UTILITY COORDINATION

Cooperate with the public utility companies and local authorities in the placement, replacement, relocation, adjustment, or reconstruction of their structures and facilities during construction. If applicable, contact all utility representatives at least 15 calendar days before starting operations.

Please ensure all construction methods that are used to work around/under any overhead utilities meet OSHA requirements and coordinate with appropriate utilities if necessary to allow for safe operations.

UTILITIES – THE REQUIREMENT TO LIST INFORMATION

I. Cooperate with the public utility companies and local authorities in the placement, replacement, relocation, adjustment, or reconstruction of their structures and facilities during construction.

II. Contact all utility representatives at least 15 calendar days prior to starting operations.

III. Specifics:

(a) PRIOR: Anticipated completion before the Notice to Proceed is issued. Use actual or anticipated completion date.

(b) RESTRICTIVE: To be completed by the UTILITY before operating without restriction. Number of calendar days required AFTER THE DATE OF NOTICE TO PROCEED.

(c) CONCURRENT: Simultaneous with, but not restricting, operations. Number of calendar days required.

(d) COORDINATED: Phasing with specific construction operations. Number of calendar days required AFTER COMPLETION OF SPECIFIC CONSTRUCTION OPERATIONS.

(e) NOT AFFECTED: Identifies UTILITY with facilities in the construction area not anticipated to be affected. Specific information may be provided by the UTILITY.

(f) INCORPORATED: Utility relocation work to be incorporated into the prime highway construction contract.

(g) CONDITIONAL RESTRICTIONS AND TIME REQUIREMENTS: Identify conditions affecting the utility's ability to perform work, i. e.: certain times of the day, week or year that a facility cannot be shut down, acquisition of Right-of-Way by the state, demolition of buildings, relocation of buildings, relocation of other utilities, etc. show number of calendar days.

Verizon Communication, LLC.

Contact: David (Dave) Dehaven, telephone (215) 789-7727, email David.t.dehaven@verizon.com

COORDINATED:

- STA 14+53.14 LT, remove hand-hole, one (1) calendar day required.
- STA 14+44.15 LT, place hand-hole, one (1) calendar day required.

CONDITIONAL RESTRICTIONS AND TIME REQUIREMENTS:

- Conduits and cables are to be protected-in-place. In order to shift conduit for construction activities, uncover enough conduit for the line to flex. Do not place the conduit under tension at any time.
- Provide a minimum 30 days' notice prior to start of construction to coordinate hand-hole relocation.
- Additional contact –
 - Construction – Davin Pagan (Verizon), telephone (267) 535-1761, email davin.dimas.pagan@verizon.com

PECO ELECTRIC - DISTRIBUTION

Contact: Giancarlo Migliuolo, telephone (267) 533-0292, email Giancarlo.migliuolo@exeloncorp.com

COORDINATED:

- STA 14+80 to 21+00 LT, Run temporary cable on ground from padmount to padmount for duration of construction, one (1) calendar day required.
- STA 14+80 to 21+00 LT, Remove temp cable after completion of construction, one (1) calendar day required.
- STA 14+80 to 21+00 RT, Secondary line to be de-energized before excavation (Make Safe)

CONDITIONAL RESTRICTIONS and TIME REQUIREMENTS:

- PECO work will not begin until all private easements have been executed and/or obtained with landowner, in the event relocations are outside of the public ROW.
- PECO requires 16 weeks from NTP by awarded roadway contractor to PECO before construction can begin.
- Upon NTP to PECO, contractor to verify that roadway designs are still applicable and coincide to PECO designs submitted to County. If not, PECO requires 16 weeks to redesign.

- Any and all damage to PECO facilities must be reported immediately to PECO Emergency Hotline 1-800-841-4141 and is chargeable.
- If a secondary move is necessary to bring PECO facilities back into a predetermined permanent position, a minimum of 12 weeks' notice must be given to PECO that site will be ready for construction.
- If site is not ready, in accordance with conditional restrictions, for PECO work to commence, a minimum of 8 weeks to reschedule crews will be necessary.
- Calendar days are dependent upon storm and/or emergent grid restoration work and available resources during those times.
- Contractor to mark and/or stake out C/L, inlets, drainage, cuts, ROW, inverts, proposed face of curb, proposed pole locations with final grade markings, sidewalk, guiderail, edge of pavement, etc.
- Upon PECO completion, contractor to confirm facility location(s) do not have future conflicts before they vacate site.
- No other utility can work within the same work zone as PECO, including PECO's own departments such as: electric, gas and Transmission, during active work for safety reasons.
- Contractor needs to clear and grub all affected vegetation within ROW or LOD, whichever is greater.
- Contractor to have grade within 6" of final before new poles will be set.
- All PECO 4181-UC forms are void after two years from signed and/or submission. Details must be re-verified by contractor for accuracy upon NTP.
- All calendar days are dependent upon material procurement and may differ due to supply chain delays.
- If a return is necessary after confirmation of PECO facility relocations, an additional 16-week lead time is needed and the cost may be chargeable.
- Any pavement restoration within project limits, where roadway will be resurfaced in the future will be temporary restoration.
- In the event PECO is unable to execute a private easement, PECO shall not condemn any property to relocate its facilities upon it.
- PECO Electric Distribution has seasonal restrictions from June 1 through Sept 15 and Dec 15 through March 1 due to electric infrastructure outage availability.
- All make safe work to be coordinated through PECO New Business and is chargeable to the contractor.
- Contractor will be charged to hold PECO electric distribution poles, if necessary to perform work safely and in accordance to OSHA regulations.
- Contractor may be charged to de-energize wires to safely perform work.
- If PECO is required to come back due to unanticipated conflicts after initial relocation, a 16-week lead time is required for redesign and scheduling purposes.
- Contractor must maintain required OSHA and NESC clearances when working in the vicinity of PECO facilities.
- PECO is not responsible for the coordination of any other facilities attached to its poles. That is the sole responsibility of either the agency or its roadway contractor representing them.
- Awarded contractor to coordinate with a PECO approved contractor for any protect in place requirements necessary to ensure the integrity of PECO's facilities.
- If vegetation removal is necessary within the ROW, due to safety concerns. this will be a chargeable expense to awarded contractor and time associated will be at PECO's availability.
- Road Contractor to coordinate the transfer of all other pole attachees prior to PECO remobilizing to remove PECO poles.

- If a PECO commercial customer service interruption is needed, PECO may be required to coordinate any outages with the customer(s) as to limit operational impact. This may affect project schedule.
- The existing transmission lines are to be protected-in-place during construction. In order to shift the cables for construction activities, uncover enough cable for the line to flex. Do not place the cable under tension at any time.
- A minimum 10-foot distance must be maintained from energized transmission lines at all times.

CONTRACTOR WORK RESTRICTIONS

1. CONTRACTOR USE OF SITE AND PREMISES:

- » Construction Operations: Limited to areas noted on Drawings.

2. WORK WITHIN RIGHT-OF-WAY FOR PUBLIC HIGHWAYS AND ROADS (if applicable):

- » Refer to the notes on the plans included in the bid documents.
- » Refer to the Special Provision for Item No. 0901-0001 entitled MAINTENANCE AND PROTECTION OF TRAFFIC DURING CONSTRUCTION.

ITEM 4601-2823 15" CORRUGATED ALUMINUM ALLOY PIPE, TYPE 1, (2 2/3" X 1/2" CORRUGATIONS), 16 GAUGE

DESCRIPTION – In accordance with Section 601 for the type and size indicated.

MEASUREMENT AND PAYMENT – Linear Foot

ITEM 4605-2677 TYPE D-W ENDWALL FOR 42" PIPE, INCLUDING CUTOFF WALL

DESCRIPTION – In accordance with Section 605 and as follows:

MATERIAL – Revised to add the following:

- 2-Ply Asphalt Saturated Bond Breaker (Asphalt Impregnated Paper – Section 727)

CONSTRUCTION – Revised to add the following:

To include the construction of the cutoff wall under Type D-W Endwall, as specified on the plan details

MEASUREMENT AND PAYMENT – Each

ITEM 0901-0001 MAINTENANCE & PROTECTION OF TRAFFIC DURING CONSTRUCTION

In accordance with Section 901 and as follows:

Maintain and protect traffic in accordance with PA 67 Code Chapter 212, Figures PATA 101, 102, 103, and 107, Publication 213 and as directed on the approved Traffic Control Plan.

Use pre-colored Type III, IV, VIII, IX, or XI orange retroreflective sheeting material on all long-term traffic control signs and devices (Section 1103).

Provide new or like new traffic control signs and devices. Do not use reflective sheeting that is scratched, scarred, dirty, or shows evidence of loss of reflectivity. Do not use signs or devices that are cracked, bent, dented, or broken.

Mount all long-term signs on Type III barricades unless otherwise noted or as directed.

Notify the Township, the Inspector-in-Charge, and property owners 14 working days in advance of all traffic restrictions or changes.

Contact emergency services and appropriate municipal officials including police, fire, ambulance, schools and postal service at least two (2) weeks prior to the start of any operations affecting the flow of traffic.

Maintain access to all side roads, private driveways, and businesses at all times. If short-term operation will affect access to driveways, provide minimum 72-hour advance notice to property owner.

Maintain constant surveillance of traffic control operations and satisfactorily replace or correct all missing, damaged, ineffective, or misaligned equipment to the satisfaction of the Inspector-in-Charge.

Equip all construction equipment that travels in any traffic lane open to public use with high intensity flashing lights. Use flashing lights of an amber color. Have flashing lights operating when the vehicles entering leaving or traveling on any traffic lane open to public use. Provide lights that have a 360° field of vision.

Magnetically attach sign, or approved equal, to all vehicles excluding concrete delivery trucks used on this project during construction operations that travel the project on any traffic lane open to public use. Attach sign to rear of vehicles in a prominent position. Maintain signs in a condition suitable to the Inspector-in-Charge.

Size of sign for pick-up trucks and similar vehicles is a minimum 1 foot high by 3 feet wide with 3-inch letters signs for larger trucks are a minimum 2 feet high by 5 feet wide with 6-inch letters. Provide a sign legend of an orange background with black letters, readable at a distance of 200 feet during daylight hours. Provide sign lettering which reads as follows:

CONSTRUCTION VEHICLE
KEEP ALERT FOR
SUDDEN STOPS AND TURNS

All workers shall follow the regulations set forth and Title 23 of the Code of Federal Regulations (CFR) part 634 effective November 24, 2008 in regard to the work workers safety apparel.

When "ROAD CLOSED" signs are to be utilized, place a sufficient number of signs and Type III barricades to close the entire roadway or lane and shoulder. Place two Type B lights on all "ROAD CLOSED" signs.

Designate an individual (or individuals) as Traffic Control Supervisor(s) responsible for the maintenance and protection of traffic items. Furnish the name(s), address(es), and telephone number(s) where the Traffic Control Supervisor(s) can be reached at all times. Prior to any traffic restrictions, make available and review with the State Police and other interested emergency management agencies the proposed detour plan, including name(s), address(es), and telephone number(s) of the Traffic Control Supervisors.

Perform all work within the legal right-of-way, drainage easements, and temporary construction easements. Entry into the temporary utility easement is prohibited except to delineate the temporary construction easement. Personnel must maintain a minimum 10' distance from the active electric line.

Provide all necessary equipment, tools, services, supplies, personnel, and transportation to maintain the various traffic control systems.

Locate all signs so that sight distances will not be obstructed at driveways and local roads.

Protect any excavations, obstructions, or construction work so that vehicles and pedestrians are not exposed to hazards. Trenches should be backfilled or covered at the end of the workday.

Coordinate delivery of materials to minimize inconvenience to the traveling public.

If construction operations require modifications to maintenance and protection of traffic on this project, notify the Inspector-in-Charge at least 14 working days prior to any deviation and submit a revised traffic control plan for review and approval by the Engineer.

Immediately upon completion of the work, remove traffic control devices. The Township will remove any traffic control devices erected by Township forces.

The Inspector-in-Charge will inspect all traffic control devices prior to the start of work.

Maintain all official existing roadway signs, except those required to be removed to accommodate construction operations. Reinstall these removed signs at the completion of the project and or as directed by the Inspector-in-Charge. The cost of removal and reinstallation of signs is incidental this item.

Employees are permitted to park along the street but must remain far enough away to not interfere with the temporary traffic control in place.

As defined in 67 PA code 173.3.e.3.ii the use of flashing or strobe lights and headlights, parking lights, and taillights are prohibited on all construction vehicles operated within the project limits.

Submit a schedule and layout of operations showing lane closings, construction vehicle access points, and anticipated dates of work to the Inspector-in-Charge two (2) weeks prior to commencing work requiring closure of roadway lanes.

Saw Mill Road shall remain open to traffic for the duration of construction. A 10-foot minimum cartway width must be maintained at all times. Temporary closures of the entire roadway shall be limited to no more than 5 minutes at a time. In the event an emergency vehicle needs to pass through the work site, the closure must be lifted immediately.

Any debris and/or mud must be clean from travel lanes and dust must be controlled during working hours and at the end of the workday.

The Traffic Control Drawings do not relieve the contractor of his responsibility as specified in Section 901.3 of publication 408/2020.

All cost for work required by the special provision, including cost for work referenced in the above listed publications and manuals, are considered incidental to this item unless otherwise specified.

Use of the following traffic control devices are prohibited:

- » Cones for long term patterns,
- » Tubular markers,
- » Barricades as channelizing devices,
- » Paddles, and
- » Drum Mounted Vertical Panels.

Section 901.3(h) Existing Department Signs, Add the following:

Remove and store devices so that the reflective sheeting is not damaged or scratched.

Replace in kind all signs or posts damaged during removal or reinstallation at no cost to the Township.

MEASUREMENT AND PAYMENT – Lump Sum

ITEM 9000-0001 TEMPORARY PUMP BYPASS SYSTEM

DESCRIPTION – This work is the furnishing, installation, maintenance, and removal of a Temporary Pump Bypass System to divert stream flow around the construction area.

MATERIALS –

- Temporary Cofferdam – Sandbags resistant to ultraviolet radiation, tearing, and puncture. Sandbags must be woven tightly to prevent leakage of fill material
- Plastic Sheetting – Polyethylene, 6 Mil
- Bypass Pump – Provide a centrifugal pump, intake hose, and discharge hose of sufficient size and power to accommodate stream flow
- Rock, Class R-4. Section 850.2(a)
- Geotextile, Class 4, Type A. Section 212.2

CONSTRUCTION – As indicated in the Erosion and Sedimentation Control Plan and as follows:

Install Temporary Pump Bypass, Cofferdam, and Splash Pad as indicated, prior to work in and adjacent to the existing stream.

Remove all portions of the Temporary Pump Bypass System and restore any areas that were disturbed to their original conditions.

MEASUREMENT AND PAYMENT – Lump Sum

Includes excavation, cofferdam, bypass pump, splash pad, dewatering of the work area, and coordination with the Conservation District as required. Also includes disposal of materials and restoration of the diversion area to its original condition.

ATTACHMENTS

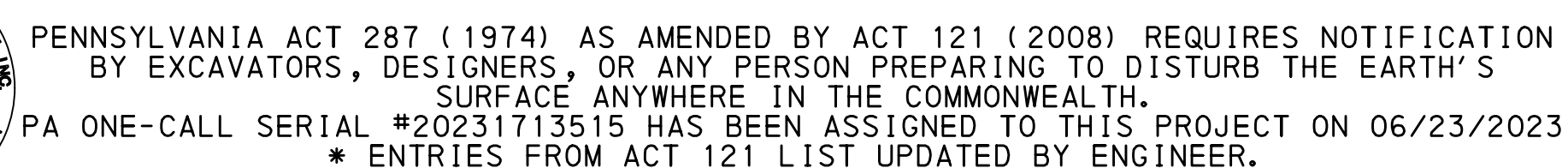
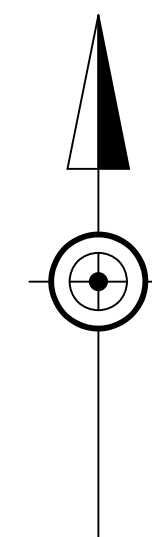
Local Share Account Grant Contract



SAW MILL ROAD CULVERT PIPE REPLACEMENT

IN CHESTER COUNTY

ALSO INCLUDED:
EROSION AND SEDIMENT POLLUTION CONTROL PLAN 6 SHEETS



PUBLIC UTILITIES					
SYMBOL	OWNER	ADDRESS	REPRESENTATIVE	TELEPHONE	EMAIL
—EU—	PECO ENERGY C/O USIC	450 S HENDERSON RD, SUITE B, KING OF PRUSSIA, PA 19406	GIANCARLO MIGLIUOLO	267-533-0292	GIANCARLO.MIGLIUOLO@EXELONCORP.COM
—FOU—	VERIZON PENNSYLVANIA, LLC	1050 VIRGINIA DR, FORT WASHINGTON, PA 19034	DAVID DEHAVEN	215-789-7727	DAVID.T.DEHAVEN@VERIZON.COM
		SERIAL NO: 20231713515	PA ONE CALL	800-242-1776	

GENERAL NOTES

THE LEGAL RIGHT-OF-WAY ON T-473 IS 50 FEET,
BASED ON THE PLANS FOR SUBDIVISION OF
WELLINGTON HUNT, AS SUBMITTED TO EAST
FALLOWFIELD TOWNSHIP ON SEPTEMBER 24TH, 1996.

DETAILS, OTHER THAN THOSE INDICATED, ARE ON
THE FOLLOWING STANDARD DRAWINGS.

RC - 10M	JUNE 1, 2010	RC - 46M	FEBRUARY 19, 2021
RC - 31M	NOVEMBER 30, 2021	RC - 64M	FEBRUARY 19, 2021
RC - 32M	JUNE 1, 2010	RC - 70M	FEBRUARY 8, 2019
RC - 39M	NOVEMBER 30, 2021	RC - 72M	FEBRUARY 8, 2019
RC - 40M	FEBRUARY 8, 2019	RC - 73M	FEBRUARY 8, 2019
RC - 45M	FEBRUARY 19, 2021	RC - 75M	JUNE 1, 2010

DO NOT INTERFERE WITH THE OPERATION OF ANY FIRE HYDRANT, FIRE CALL BOX OR POLICE CALL BOX.

THREE WORKING DAYS PRIOR TO EXCAVATION, THE CONTRACTOR MUST CONTACT THE PA ONE CALL SYSTEM, INC., PHONE 1(800)242-1776, SERIAL NO.20231713515 FOR EAST FALLOWFIELD TOWNSHIP.

THE CONTRACTOR IS REQUIRED TO NOTIFY THE COUNTY AND SUBMIT AN ALLEGED VIOLATION REPORT (AVR) TO THE PA PUBLIC UTILITY COMMISSION THROUGH THE PA ONE CALL SYSTEM, WWW.PA1CALL.ORG, WITHIN TEN (10) BUSINESS DAYS AFTER A UTILITY LINE IS STRUCK, DAMAGED, OR PREVIOUS DAMAGE IS DISCOVERED AS REQUIRED BY PENNSYLVANIA'S UNDERGROUND UTILITY LINE PROTECTION LAW ACT 50 (P.L. 852, NO. 287 AMENDED OCT. 30, 2017).

TEMPORARY CONSTRUCTION EASEMENT. AN EASEMENT TO USE THE LAND AS NECESSARY DURING CONSTRUCTION OF THE PROJECT. THE EASEMENT IS REQUIRED ONLY UNTIL THE CONSTRUCTION OR WORK INDICATED BY THE PLAN IS COMPLETED, UNLESS SOONER RELINQUISHED IN WRITING BY THE TOWNSHIP.

DRAINAGE EASEMENT. AN EASEMENT FOR THE CONSTRUCTION, INSPECTION, MAINTENANCE, REPAIR, RECONSTRUCTION AND ALTERATION OF HIGHWAY DRAINAGE FACILITIES. THE EASEMENT SHALL NOT PREVENT THE PROPERTY OWNER FROM MAKING ANY LEGAL USE OF THE AREA WHICH IS NOT DETRIMENTAL TO THE NECESSARY FLOW OF WATER. HOWEVER, NO STRUCTURE OF ANY KIND MAY BE ERECTED IN THE AREA, NOR MAY ANY PIPE OR DITCH BE CONNECTED TO THE TOWNSHIP'S PIPE OR DITCH WITHOUT ADVANCE WRITTEN APPROVAL BY TOWNSHIP AUTHORITIES.

TEMPORARY UTILITY EASEMENT. AN EASEMENT TO USE THE LAND AS NECESSARY FOR RELOCATION OF UTILITY FACILITIES IMPACTED BY THE PROJECT. THE EASEMENT IS REQUIRED ONLY UNTIL THE UTILITIES HAVE REMOVED THEIR TEMPORARY FACILITIES FROM THE AREA, UNLESS SOONER RELINQUISHED IN WRITING BY THE TOWNSHIP.

THE HORIZONTAL CONTROL IS TIED TO THE PENNSYLVANIA STATE COORDINATE SYSTEM (SOUTH ZONE), NORTH AMERICAN DATUM (NAD) 1983.

THE VERTICAL CONTROL IS BASED ON NORTH AMERICAN VERTICAL DATUM (NAVD 88).

AVERAGE COMBINED GRID FACTOR = 1.00000570

ALL BACKFILL MATERIAL SHALL BE 2A CRUSHED STONE EXCEPT FOR THE FINAL 6" OF EXCAVATIONS. BACKFILL SHALL BE PLACED IN 6" LIFTS AND EACH LIFT COMPACTED BEFORE THE NEXT LAYER. FOR THE FINAL LAYER 6" OF TOPSOIL IS TO BE PLACED IN ALL EXCAVATION AREAS OUTSIDE OF THE ROADWAY.

ALL PIPES AND UTILITY CONDUITS SHALL HAVE A MINIMUM 2" BEDDING OF 2A CRUSH STONE. THEY SHALL ALSO HAVE A MINIMUM 18" OF COVER.

THE EDGES OF ALL EXISTING PAVEMENT ARE TO BE SAWCUT 1' BACK FROM THE EDGE OF THE TRENCH BEFORE PLACING NEW PAVEMENT.

CONSTRUCTION SEQUENCE

IMPLEMENT TRAFFIC CONTROL AS STATED IN THE NOTES BELOW. IMPLEMENT PUMP BYPASS BY EXCAVATING ADDITIONAL PAVEMENT AS NECESSARY OUTSIDE OF PIPE TRENCHING TO PLACE BYPASS HOSE. PLATE OVER BYPASS HOSE EXCAVATION ONLY, DO NOT BACKFILL WITH NO. 2A STONE.

BEFORE WORKING ON THE UPSTREAM SIDE OF THE CULVERT, EXCAVATE THE TRENCH AS DIRECTED IN RC-30M AND REMOVE THE EXISTING CROSS PIPE, HEADWALL, AND INLET. CONSTRUCT HEADWALL HW-2, INLET I-1, AND CONSTRUCT DRAINAGE AS SHOWN ON PLAN. PLACE EMBEDMENT MATERIAL IN THE PIPES AND STRUCTURES AND BACKFILL TRENCH WITH NO. 2A STONE.

RELOCATE TRAFFIC CONTROL DEVICES AS NECESSARY BEFORE WORKING ON THE OTHER HALF. PLACE E&S BMPs AS DIRECTED IN THE EROSION AND SEDIMENT POLLUTION CONTROL PLAN.

BEGIN WORKING ON THE DOWNSTREAM SIDE OF THE CULVERT. EXCAVATE THE TRENCH AS DIRECTED IN RC-30M AND REMOVE THE EXISTING CROSS PIPE, INLET, AND HEADWALL. CONSTRUCT MANHOLE MH-1, HEADWALL HW-1, AND CONNECT THE 42" RCP AS SHOWN IN PLAN. PLACE EMBEDMENT MATERIAL IN THE PIPES AND STRUCTURES AND BACKFILL TRENCH WITH NO. 2A STONE.

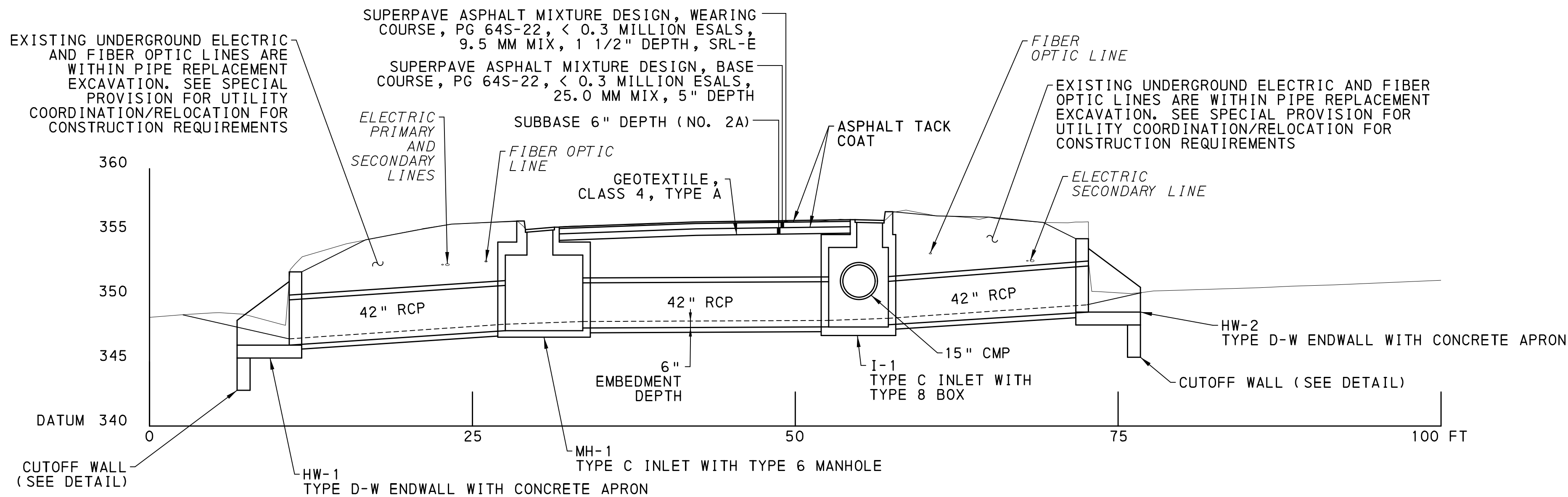
REMOVE PUMP BYPASS AND ACTIVATE THE NEW DRAINAGE SYSTEM. COMPLETE FULL DEPTH RECONSTRUCTION.

MAINTENANCE AND PROTECTION OF TRAFFIC

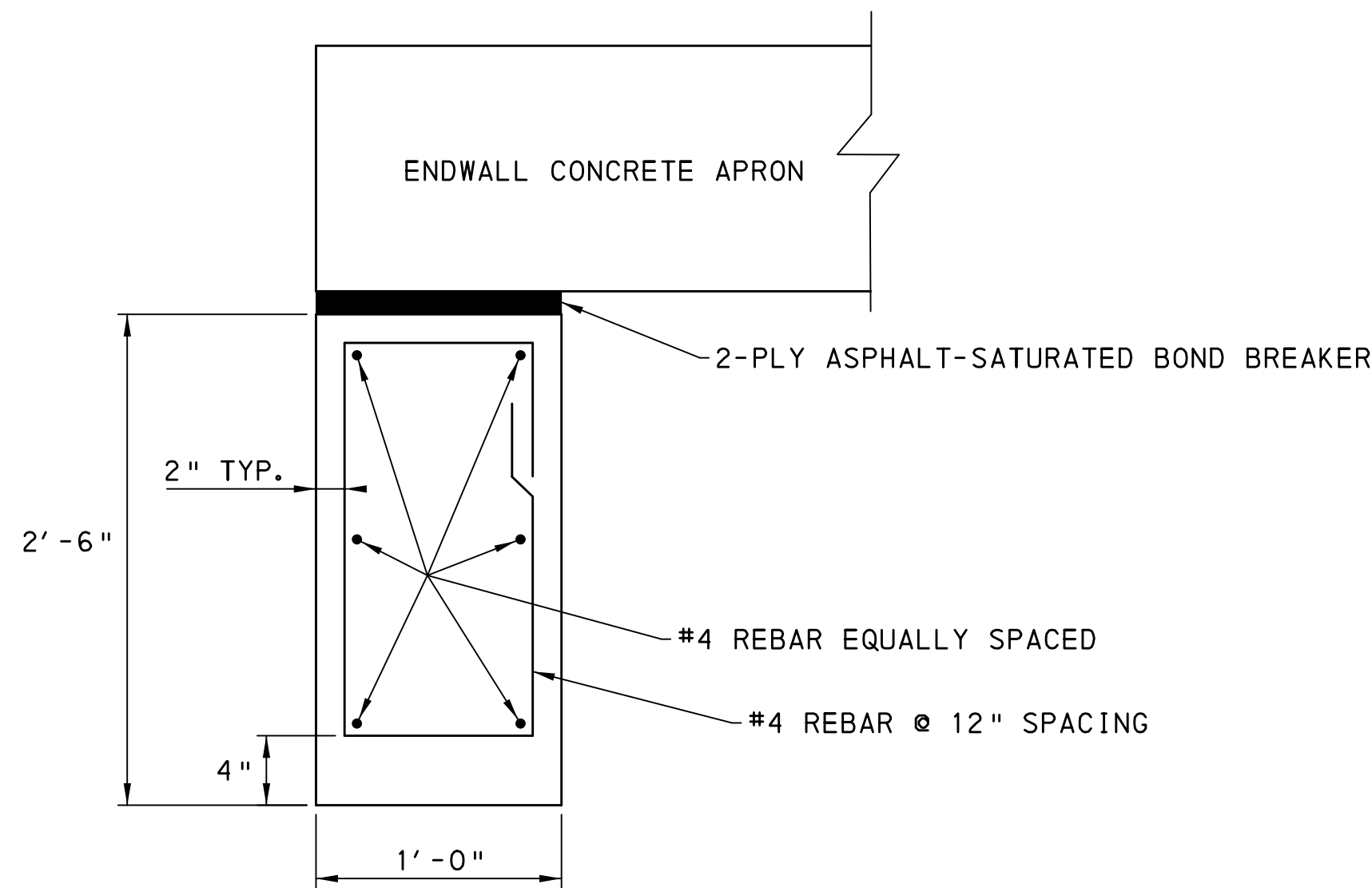
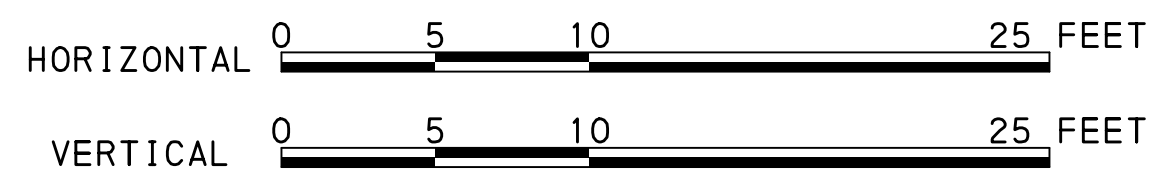
PLACE A W20-1 "ROAD WORK AHEAD" SIGN 200 FT, AND A W20-4 "ONE LANE ROAD AHEAD" SIGN 100 FT FROM THE PROJECT ON BOTH APPROACHES. PLACE CONES ON THE APPROACHES AT A MAX SPACING OF 25 FT TO DELINEATE THE WORK ZONE.

EXCAVATE FOR PLACEMENT OF BYPASS HOSE AND PLATE ONCE IN PLACE. DO NOT USE NO. 2A STONE TO BACKFILL. BEGIN EXCAVATION AND CONSTRUCTION ON THE UPSTREAM SIDE OF THE PIPE. A 10 FT MINIMUM CARTWAY MUST REMAIN FOR TRAFFIC. AT THE END OF EACH WORK DAY UNTIL FINAL PAVEMENT IS IN PLACE, COVER THE TRENCH WITH A STEEL PLATE, COVER OR REMOVE THE W20-4 SIGN, AND REOPEN BOTH LANES TO TRAFFIC. AS AN ALTERNATIVE TO A STEEL PLATE, THE TRENCH CAN BE FILLED WITH NO. 2A STONE TO THE EXISTING PAVEMENT ELEVATION. THIS STONE MUST BE REMOVED BEFORE FINAL PAVING OPERATIONS.

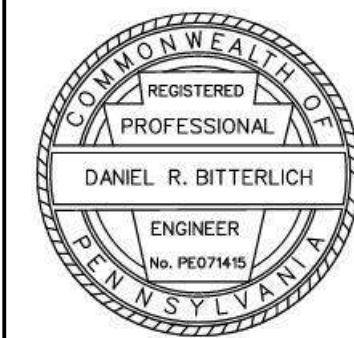
REPEAT THE ABOVE FOR THE OPPOSITE SIDE. IF WORK FOR THE DAY WILL NOT TAKE PLACE WITHIN THE ROADWAY ITSELF, MAINTAIN BOTH LANES OPEN TO TRAFFIC IF POSSIBLE AND COVER OR REMOVE THE W20-4 SIGN.



PIPE PROFILE (HW-1 TO HW-2)
AND T-473 TYPICAL SECTION



CUTOFF WALL
(NOT TO SCALE)



TRAFFIC PLANNING AND DESIGN, INC.

www.TrafficPD.com | 717.234.1430 | TPD@TrafficPD.com

DATE: 06/19/25	PROJECT DESIGNER: DB	JOB NO: EETO 00018
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GENERAL NOTES AND DETAILS

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DRN BY:JWT

DISTRICT	COUNTY	ROUTE	SECTION	SHEET
6-0	CHESTER	T-473		3 OF 3
EAST FALLOWFIELD TOWNSHIP				
REVISION NUMBER	REVISIONS	DATE	BY	

N/F RICHARD D. &
ROSE AGATONE
PARCEL 4706-00610400
DEED 5638-1003

N/F KERRY S. SR. &
KAREN E. JACKER
PARCEL 4706-00610500
DEED 4404-1193



LIMIT OF WORK

STA 13+50.00
T-473
EAST FALLOWFIELD TOWNSHIP
CHESTER COUNTY

LIMIT OF WORK

STA 15+50.00
T-473
EAST FALLOWFIELD TOWNSHIP
CHESTER COUNTY

START WORK

STA 13+90.00
T-457

STOP WORK

STA 15+10.00
T-457

HW-1
STA 14+51.94
OFF 28.52' LT
TYPE D-W ENDWALL WITH
CONCRETE APRON
TOP=352.00
INV=346.28

MH-1
STA 14+61.41
OFF 11.20' LT
TYPE C INLET
TYPE 6 MANHOLE
GRATE=354.39
INV IN=347.64
INV OUT=347.43

HW-2
STA 14+81.62
OFF 25.79' RT
TYPE D-W ENDWALL WITH CONCRETE APRON
TOP=354.25
INV=348.94

I-1
STA 14+73.34
OFF 10.16' RT
TYPE C INLET
TYPE 8 BOX (FINISHED INNER DIMENSIONS 8'X4')
GRATE=355.03
INV IN (HW-2)=347.96
INV IN (EX-3)=350.03
INV OUT=347.72

LEGEND

- XXX --- - EXISTING CONTOURS
- [Hatched Box] - FULL DEPTH REPAIR

0 10 20 FEET

N/F BRADLEY &
SUSANNE E. FINK
PARCEL 4706-0061200E
DEED 9600-1002

NOTE:
TEMPORARY UTILITY EASEMENT IS FOR TEMPORARY UTILITY RELOCATION AND
ASSOCIATED WORK ONLY. ACCESS OR USE BY CONSTRUCTION PERSONNEL AND
EQUIPMENT NOT ASSOCIATED WITH THIS WORK IS PROHIBITED.



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DATE: 06/19/25 | PROJECT DESIGNER: DB | JOB NO: EFTO.00018

CONSTRUCTION PLAN

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DRN BY: JWT

EROSION AND SEDIMENT POLLUTION CONTROL PLANS FOR SAW MILL ROAD CULVERT PIPE REPLACEMENT

AT LEAST 7 DAYS PRIOR TO STARTING ANY EARTH DISTURBANCE ACTIVITIES, INCLUDING CLEARING AND GRUBBING, THE OWNER AND/OR OPERATOR SHALL INVITE ALL CONTRACTORS, THE LANDOWNER, APPROPRIATE MUNICIPAL OFFICIALS, THE ESPC PLAN PREPARER, THE DISTRICT CONSTRUCTION STORMWATER MANAGEMENT (CSM) PLAN PREPARER, AND A REPRESENTATIVE FROM THE LOCAL CONSERVATION DISTRICT TO AN ON-SITE PRECONSTRUCTION MEETING.

ALL EARTH DISTURBANCE ACTIVITIES SHALL PROCEED IN ACCORDANCE WITH THE SEQUENCE PROVIDED ON THE PLAN DRAWINGS. DEVIATION FROM THAT SEQUENCE MUST BE APPROVED IN WRITING FROM THE LOCAL CONSERVATION DISTRICT OR BY THE PENNSYLVANIA DEPARTMENT OF ENVIRONMENTAL PROTECTIONS (PADEP) PRIOR TO IMPLEMENTATION.

CLEARING, GRUBBING, AND TOPSOIL STRIPPING SHALL BE LIMITED TO THOSE AREAS DESCRIBED IN EACH STAGE OF THE CONSTRUCTION SEQUENCE. GENERAL SITE CLEARING, GRUBBING AND TOPSOIL STRIPPING MAY NOT COMMENCE IN ANY STAGE OR PHASE OF THE PROJECT UNTIL THE ESPC HAS APPROVED BEST MANAGEMENT PRACTICES (BMPs) SPECIFIED BY THE BMP SEQUENCE FOR THAT STAGE OR PHASE HAVE BEEN INSTALLED AND ARE FUNCTIONING AS DESCRIBED IN THIS ESPC PLAN.

TOPSOIL REQUIRED FOR THE ESTABLISHMENT OF
VEGETATION SHALL BE STOCKPILED AT THE LOCATION(S)
SHOWN ON THE PLAN MAP(S) IN THE AMOUNT NECESSARY TO
COMPLETE THE FINISH GRADING OF ALL EXPOSED AREAS
THAT ARE TO BE STABILIZED BY VEGETATION. EACH
STOCKPILE SHALL BE PROTECTED BY THE FENCE SHOWN ON
THE PLAN DRAWINGS. STOCKPILE HEIGHTS MUST NOT
EXCEED 35 FEET. STOCKPILE SLOPES MUST BE 2H:1V OR
FLATTER.

ALL BUILDING MATERIALS AND WASTES SHALL BE REMOVED FROM THE SITE AND RECYCLED OR DISPOSED OF IN ACCORDANCE WITH THE PADEP'S SOLID WASTE MANAGEMENT REGULATIONS AT 25 PA. CODE 260.1 ET SEQ., 271.1, AND 287.1 ET. SEQ. NO BUILDING MATERIALS OR WASTES OR UNUSED BUILDING MATERIALS SHALL BE BURNED, BURIED, DUMPED, OR DISCHARGED AT THE SITE.

THE CONTRACTOR IS RESPONSIBLE FOR ENSURING THAT ANY MATERIAL BROUGHT ON SITE IS CLEAN FILL. FORM FP-001 MUST BE RETAINED BY THE PROPERTY OWNER FOR ANY FILL MATERIAL AFFECTED BY A SPILL OR RELEASE OF A REGULATED SUBSTANCE BUT QUALIFYING AS CLEAN FILL DUE TO ANALYTICAL TESTING. (SEE RESPONSIBILITY OF FILL MATERIALS FOR ADDITIONAL NOTES.)

VEHICLES AND EQUIPMENT MAY NEITHER ENTER DIRECTLY
NOR EXIT DIRECTLY FROM LOTS (SPECIFY LOT NUMBERS)
ONTO (SPECIFY ROAD NAMES). (INSERT LOT NUMBERS AND
ROAD NAMES.)

SEDIMENT TRACKED ONTO ANY PUBLIC ROADWAY OR SIDEWALK SHALL BE RETURNED TO THE CONSTRUCTION SITE BY THE END OF EACH WORK DAY AND DISPOSED IN THE MANNER DESCRIBED IN THIS PLAN. IN NO CASE SHALL THE SEDIMENT BE WASHED, SHOVELED, OR SWEEPED INTO ANY ROADSIDE DITCH, STORM SEWER, OR SURFACE WATER.

AREAS WHICH ARE TO BE TOPSOILED SHALL BE SCARIFIED TO A MINIMUM DEPTH OF 3 TO 5 INCHES - 6 TO 12 INCHES ON COMPACTED SOILS - PRIOR TO PLACEMENT OF TOPSOIL. AREAS TO BE VEGETATED SHALL HAVE A MINIMUM 4 INCHES OF TOPSOIL IN PLACE PRIOR TO SEEDING AND MULCHING. FILL OUTSLOPES SHALL HAVE A MINIMUM OF 2 INCHES OF TOPSOIL.

ALL EARTHEN FILLS SHALL BE PLACED IN COMPACTED LAYERS
NOT TO EXCEED 9 INCHES IN THICKNESS.

FROZEN MATERIALS OR SOFT, MUCKY, OR HIGHLY
COMPRESSIBLE MATERIALS SHALL NOT BE INCORPORATED INTO
FILLS.

SEEPS OR SPRINGS ENCOUNTERED DURING CONSTRUCTION SHALL BE HANDLED IN ACCORDANCE WITH THE STANDARD AND SPECIFICATION FOR SUBSURFACE DRAIN OR OTHER APPROVED METHOD.

IMMEDIATELY AFTER EARTH DISTURBANCE ACTIVITIES CEASE IN ANY AREA OR SUBAREA OF THE PROJECT, THE OPERATOR SHALL STABILIZE ALL DISTURBED AREAS. DURING NON-GERMINATING MONTHS, MULCH OR PROTECTIVE BLANKETING SHALL BE APPLIED AS DESCRIBED IN THE PLAN. AREAS NOT AT FINISHED GRADE, WHICH WILL BE REACTIVATED WITHIN 1 YEAR, MAY BE STABILIZED IN ACCORDANCE WITH THE TEMPORARY STABILIZATION SPECIFICATIONS. THOSE AREAS WHICH WILL NOT BE REACTIVATED WITHIN 1 YEAR SHALL BE STABILIZED IN ACCORDANCE WITH THE PERMANENT STABILIZATION SPECIFICATIONS.

ESPC BMPs SHALL REMAIN FUNCTIONAL AS SUCH UNTIL ALL AREAS TRIBUTARY TO THEM ARE PERMANENTLY STABILIZED OR UNTIL THEY ARE REPLACED BY ANOTHER BMP APPROVED BY THE LOCAL CONSERVATION DISTRICT OR THE PADEP.

CLEAN FILL IS DEFINED AS: UNCONTAMINATED, NON-WATER SOLUBLE, NON-DECOMPOSABLE, INERT, SOLID MATERIAL. THE TERM INCLUDES SOIL, ROCK, STONE, DREDGED MATERIAL, USED ASPHALT, AND BRICK, BLOCK OR CONCRETE FROM CONSTRUCTION AND DEMOLITION ACTIVITIES THAT IS SEPARATE FROM OTHER WASTE AND IS RECOGNIZABLE AS SUCH. THE TERM DOES NOT INCLUDE MATERIALS PLACED IN OR ON THE WATERS OF THE COMMONWEALTH UNLESS OTHERWISE AUTHORIZED. (THE TERM "USED ASPHALT" DOES NOT INCLUDE MILLED ASPHALT OR ASPHALT THAT HAS BEEN PROCESSED FOR RE-USE).

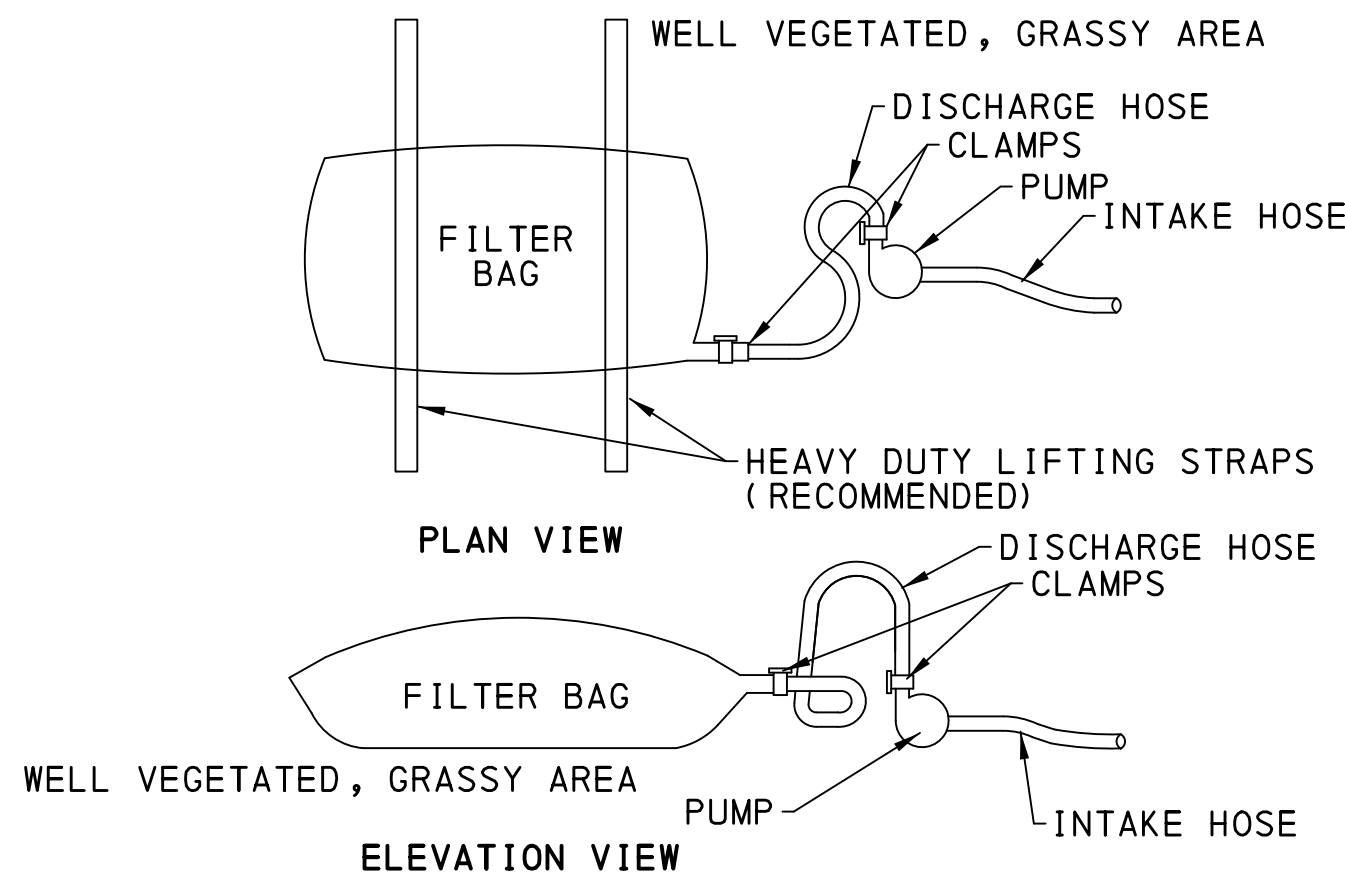
ENVIRONMENTAL DUE DILIGENCE: THE APPLICANT MUST PERFORM ENVIRONMENTAL DUE DILIGENCE TO DETERMINE IF THE FILL MATERIALS ASSOCIATED WITH THE PROJECT QUALIFY AS CLEAN FILL. ENVIRONMENTAL DUE DILIGENCE IS DEFINED AS: INVESTIGATIVE TECHNIQUES, INCLUDING, BUT NOT LIMITED TO, VISUAL PROPERTY INSPECTIONS, ELECTRONIC DATA BASE SEARCHES, REVIEW OF PROPERTY OWNERSHIP, REVIEW OF PROPERTY USE HISTORY, SANBORN MAPS, ENVIRONMENTAL QUESTIONNAIRES, TRANSACTION SCREENS, ANALYTICAL TESTING, ENVIRONMENTAL ASSESSMENTS OR AUDITS. ANALYTICAL TESTING IS NOT A REQUIRED PART OF DUE DILIGENCE UNLESS VISUAL INSPECTION AND/OR REVIEW OF THE PAST LAND USE OF THE PROPERTY INDICATES THAT THE FILL MAY HAVE BEEN SUBJECTED TO A SPILL OR RELEASE OF REGULATED SUBSTANCE. IF THE FILL MAY HAVE BEEN AFFECTED BY A SPILL OR RELEASE OF A REGULATED SUBSTANCE, IT MUST BE TESTED TO DETERMINE IF IT QUALIFIES AS CLEAN FILL. TESTING SHOULD BE PERFORMED IN ACCORDANCE WITH APPENDIX A OF THE DEPARTMENT'S POLICY "MANAGEMENT OF FILL".

FILL MATERIAL THAT DOES NOT QUALIFY AS CLEAN FILL IS REGULATED FILL. REGULATED FILL IS WASTE AND MUST BE MANAGED IN ACCORDANCE WITH THE DEPARTMENT'S MUNICIPAL OR RESIDUAL WASTE REGULATIONS BASED ON 25 PA. CODE CHAPTERS 287 RESIDUAL WASTE MANAGEMENT OR 271 MUNICIPAL WASTE MANAGEMENT, WHICHEVER IS APPLICABLE. THESE REGULATIONS ARE AVAILABLE ON-LINE AT WWW.PACODE.COM.



The seal is circular with a double-lined border. The outer ring contains the text "COMMONWEALTH OF PENNSYLVANIA" in a circular arrangement. Inside this ring, the words "REGISTERED" and "PROFESSIONAL" are stacked vertically. Below these, the name "DANIEL R. BITTERLICH" is prominently displayed. Underneath the name, the word "ENGINEER" is written, followed by the license number "No. PE071415".

DESCRIPTION	SHEET
GENERAL NOTES	1
DETAIL SHEETS	2-4
ESPC PLAN SHEETS	5-6



NOTES:

LOW VOLUME FILTER BAGS SHALL BE MADE FROM NON-WOVEN GEOTEXTILE MATERIAL SEWN WITH HIGH STRENGTH, DOUBLE STITCHED "J" TYPE SEAMS. THEY SHALL BE CAPABLE OF TRAPPING PARTICLES LARGER THAN 150 MICRONS. HIGH VOLUME FILTER BAGS SHALL BE MADE FROM WOVEN GEOTEXTILES THAT MEET THE FOLLOWING STANDARDS:

PROPERTY	TEST METHOD	MINIMUM STANDARD
AVG. WIDE WIDTH STRENGTH	ASTM D-4884	60 LB/IN
GRAB TENSILE	ASTM D-4632	205 LB
PUNCTURE	ASTM D-4833	110 LB
MULLEN BURST	ASTM D-3786	350 PSI
UV RESISTANCE	ASTM D-4355	70%
AOS % RETAINED	ASTM D-4751	80 SIEVE

A SUITABLE MEANS OF ACCESSING THE BAG WITH MACHINERY REQUIRED FOR DISPOSAL PURPOSES SHALL BE PROVIDED. FILTER BAGS SHALL BE REPLACED WHEN THEY BECOME 1/2 FULL OF SEDIMENT. SPARE BAGS SHALL BE KEPT AVAILABLE FOR REPLACEMENT OF THOSE THAT HAVE FAILED OR ARE FILLED. BAGS SHALL BE PLACED ON STRAPS TO FACILITATE REMOVAL UNLESS BAGS COME WITH LIFTING STRAPS ALREADY ATTACHED.

BAGS SHALL BE LOCATED IN WELL-VEGETATED (GRASSY) AREA, AND DISCHARGE ONTO STABLE, EROSION RESISTANT AREAS. WHERE THIS IS NOT POSSIBLE, A GEOTEXTILE UNDERLAYMENT AND FLOW PATH SHALL BE PROVIDED. BAGS MAY BE PLACED ON FILTER STONE TO INCREASE DISCHARGE CAPACITY. BAGS SHALL NOT BE PLACED ON SLOPES GREATER THAN 5%. FOR SLOPES EXCEEDING 5%, CLEAN ROCK OR OTHER NON-ERODIBLE AND NON-POLLUTING MATERIAL MAY BE PLACED UNDER THE BAG TO REDUCE SLOPE STEEPNESS.

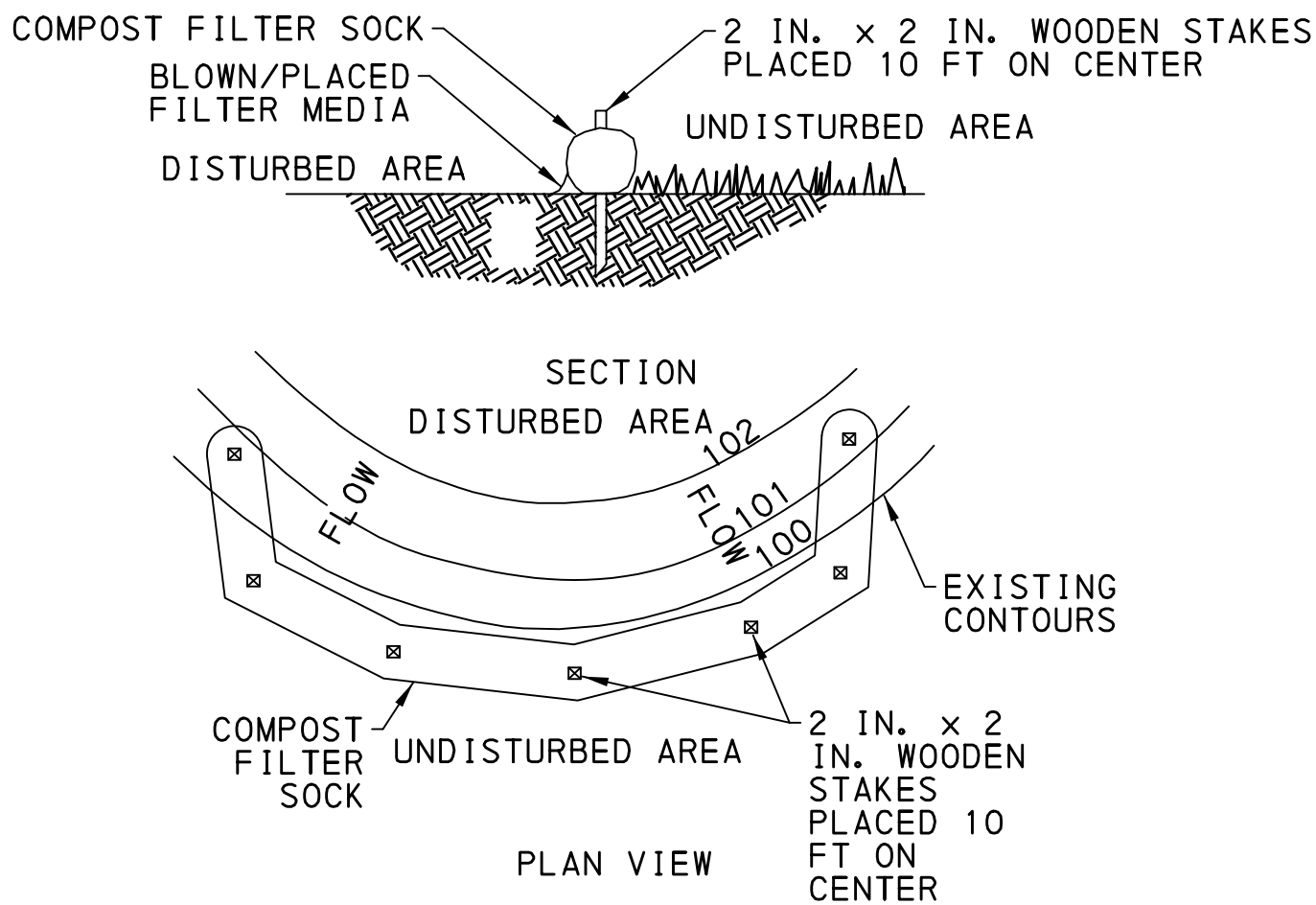
NO DOWNSLOPE SEDIMENT BARRIER IS REQUIRED FOR MOST INSTALLATIONS. COMPOST BERM OR COMPOST FILTER SOCK SHALL BE INSTALLED BELOW BAGS LOCATED IN HQ OR EV WATERSHEDS, WITHIN 50 FEET OF ANY RECEIVING SURFACE WATER OR WHERE GRASSY AREA IS NOT AVAILABLE.

THE PUMP DISCHARGE HOSE SHALL BE INSERTED INTO THE BAGS IN THE MANNER SPECIFIED BY THE MANUFACTURER AND SECURELY CLAMPED. A PIECE OF PVC PIPE IS RECOMMENDED FOR THIS PURPOSE.

THE PUMPING RATE SHALL BE NO GREATER THAN 750 GPM OR 1/2 THE MAXIMUM SPECIFIED BY THE MANUFACTURER, WHICHEVER IS LESS. PUMP INTAKES SHALL BE FLOATING AND SCREENED.

FILTER BAGS SHALL BE INSPECTED DAILY. IF ANY PROBLEM IS DETECTED, PUMPING SHALL CEASE IMMEDIATELY AND NOT RESUME UNTIL THE PROBLEM IS CORRECTED.

STANDARD CONSTRUCTION DETAIL #3-16
PUMPED WATER FILTER BAG



NOTES:

SOCK FABRIC SHALL MEET STANDARDS OF TABLE 4.1 OF THE PA DEP EROSION CONTROL MANUAL. COMPOST SHALL MEET THE STANDARDS OF TABLE 4.2 OF THE PA DEP EROSION CONTROL MANUAL. COMPOST FILTER SOCK SHALL BE PLACED AT EXISTING LEVEL GRADE. BOTH ENDS OF THE BARRIER SHALL BE EXTENDED AT LEAST 8 FEET UP SLOPE AT 45 DEGREES TO THE MAIN BARRIER ALIGNMENT. MAXIMUM SLOPE LENGTH ABOVE ANY BARRIER SHALL NOT EXCEED THAT SPECIFIED FOR THE SIZE OF THE SOCK AND THE SLOPE OF ITS TRIBUTARY AREA. TRAFFIC SHALL NOT BE PERMITTED TO CROSS COMPOST FILTER SOCKS. ACCUMULATED SEDIMENT SHALL BE REMOVED WHEN IT REACHES 1/2 THE ABOVE GROUND HEIGHT OF THE BARRIER AND DISPOSED IN THE MANNER DESCRIBED ELSEWHERE IN THE PLAN. COMPOST FILTER SOCKS SHALL BE INSPECTED WEEKLY AND AFTER EACH RUNOFF EVENT. DAMAGED SOCKS SHALL BE REPAIRED ACCORDING TO MANUFACTURER'S SPECIFICATIONS OR REPLACED WITHIN 24 HOURS OF INSPECTION. BIODEGRADABLE COMPOST FILTER SOCKS SHALL BE REPLACED AFTER 6 MONTHS; PHOTODEGRADABLE SOCKS AFTER 1 YEAR. POLYPROPYLENE SOCKS SHALL BE REPLACED ACCORDING TO MANUFACTURER'S RECOMMENDATIONS. UPON STABILIZATION OF THE AREA TRIBUTARY TO THE SOCK, STAKES SHALL BE REMOVED. THE SOCK MAY BE LEFT IN PLACE AND VEGETATED OR REMOVED. IN THE LATTER CASE, THE MESH SHALL BE CUT OPEN AND THE MULCH SPREAD AS A SOIL SUPPLEMENT.

STANDARD CONSTRUCTION DETAIL #4-1
COMPOST FILTER SOCK

TABLE 4.1
Compost Sock Fabric Minimum Specifications

Material Type	3 mil HDPE	5 mil HDPE	5 mil HDPE	Multi-Filament Polypropylene (MFPP)	Heavy Duty Multi-Filament Polypropylene (HDMFPP)
Material Characteristics	Photo-degradable	Photo-degradable	Bio-degradable	Photo-degradable	Photo-degradable
Sock Diameters	12" 18"	12" 18" 24" 32"	12" 18" 24" 32"	12" 18" 24" 32"	12" 18" 24" 32"
Mesh Opening	3/8"	3/8"	3/8"	3/8"	1/8"
Tensile Strength		26 psi	26 psi	44 psi	202 psi
Ultraviolet Stability % Original Strength (ASTM G-155)	23% at 1000 hr.	23% at 1000 hr.		100% at 1000 hr.	100% at 1000 hr.
Minimum Functional Longevity	6 months	9 months	6 months	1 year	2 years

Two-ply systems

Inner Containment Netting	HDPE biaxial net
	Continuously wound
	Fusion-welded junctures
	3/4" X 3/4" Max. aperture size
Outer Filtration Mesh	Composite Polypropylene Fabric (Woven layer and non-woven fleece mechanically fused via needle punch)
	3/16" Max. aperture size
Sock fabrics composed of burlap may be used on projects lasting 6 months or less.	

TABLE 4.2
Compost Standards

Organic Matter Content	25% - 100% (dry weight basis)
Organic Portion	Fibrous and elongated
pH	5.5 - 8.5
Moisture Content	30% - 60%
Particle Size	30%-50% pass through 3/8" sieve
Soluble Salt Concentration	5.0 dS/m (mmhos/cm) Maximum



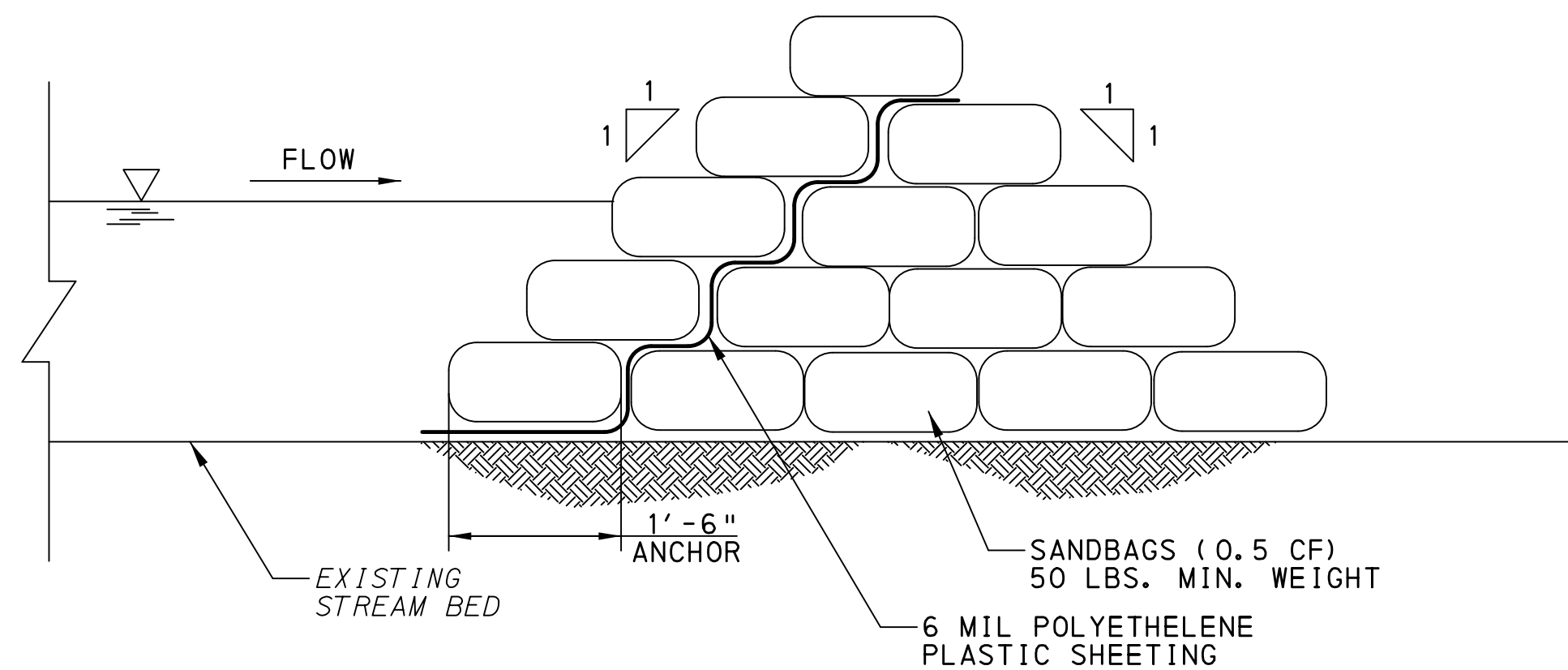
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DATE: 06/07/24 | PROJECT DESIGNER: DB | JOB NO: EFTO.00018

EROSION & SEDIMENT POLLUTION CONTROL DETAIL

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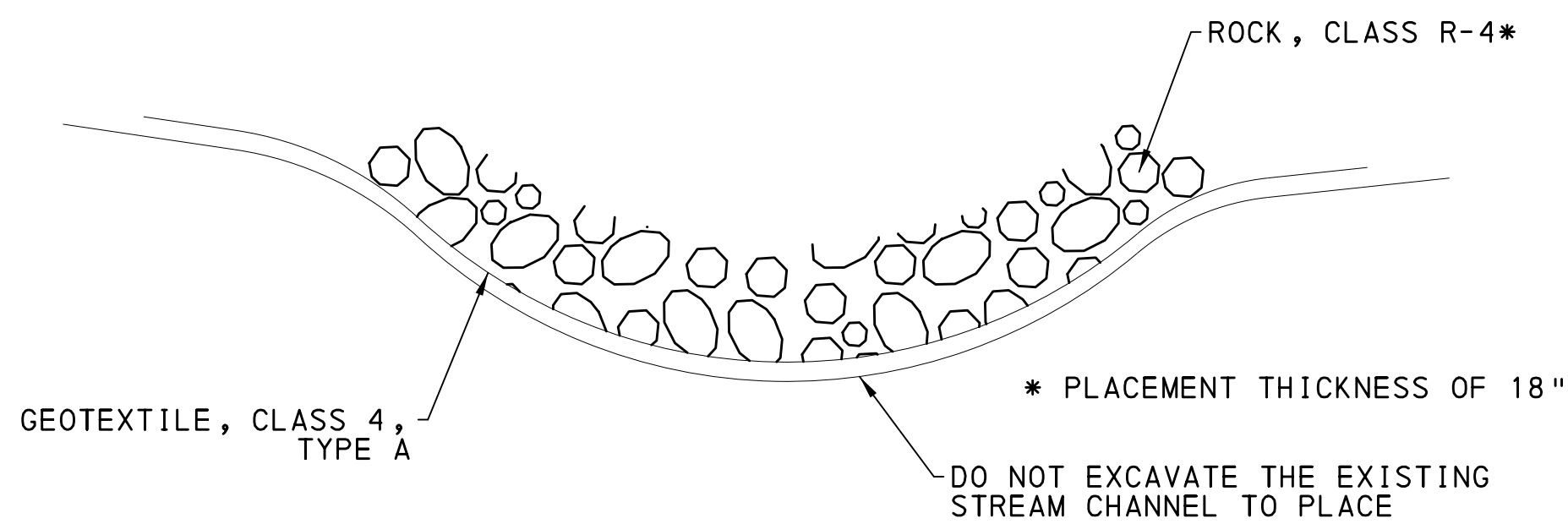
DRN BY: HDT



TEMPORARY COFFERDAM
NOT TO SCALE

NOTES:

1. FILL POLYPROPYLENE OR ACRYLIC BAGS UNIFORMLY WITH FINE AGGREGATE, TYPE A, AND TIE CHOKE CORDS. TUCK IN BOTTOM CORNERS OF BAGS AFTER FILLING.
2. PLACE SANDBAGS END TO END IN A SINGLE ROW AND SO THAT THE SIDE SEAMS ARE TURNED AWAY FOR THE FLOW SIDE OF DAM. PLACE 6 MIL POLYETHELENE PLASTIC SHEETING BETWEEN SANDBAGS AS SHOWN ABOVE, ENSURING THAT BOTH THE TOP AND BOTTOM OF THE SHEETING IS PROPERLY ANCHORED. PROVIDE CONTINUOUS SHEETING ACROSS TE ENTIRE WIDTH OF THE STREAM FROM ONE BANK TO THE OTHER.
3. MAINTAN TEMPORARY SANDBAG COFFERDAM FOR DURATION AND AS REQUIRED.
4. RECONSTRUCT COFFERDAM OR PROVIDE ADDITIONAL SANDBAGS IF DAM IS WASHED OUT OR OTHERWISE DISTURBED DURING CONSTRUCTION.

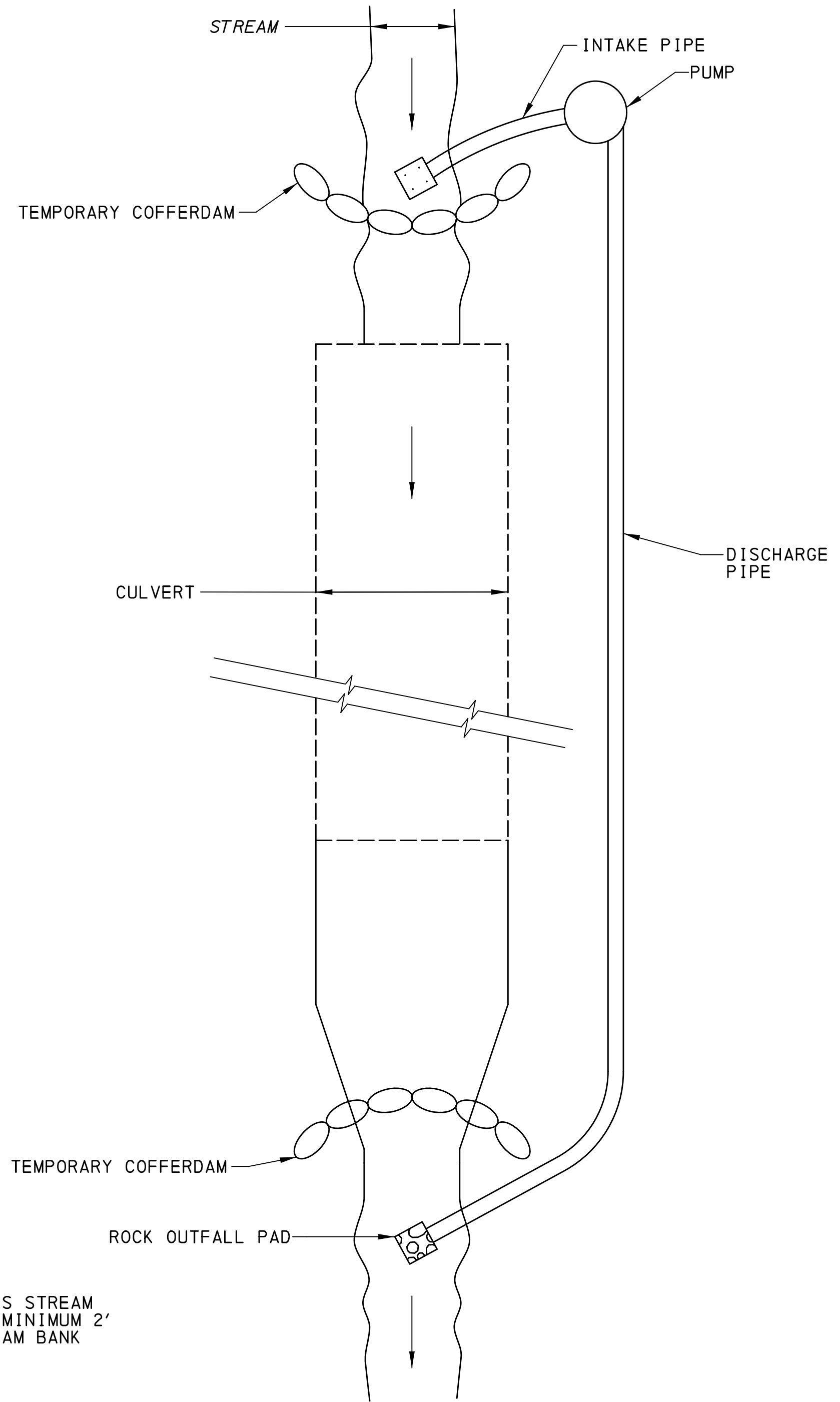
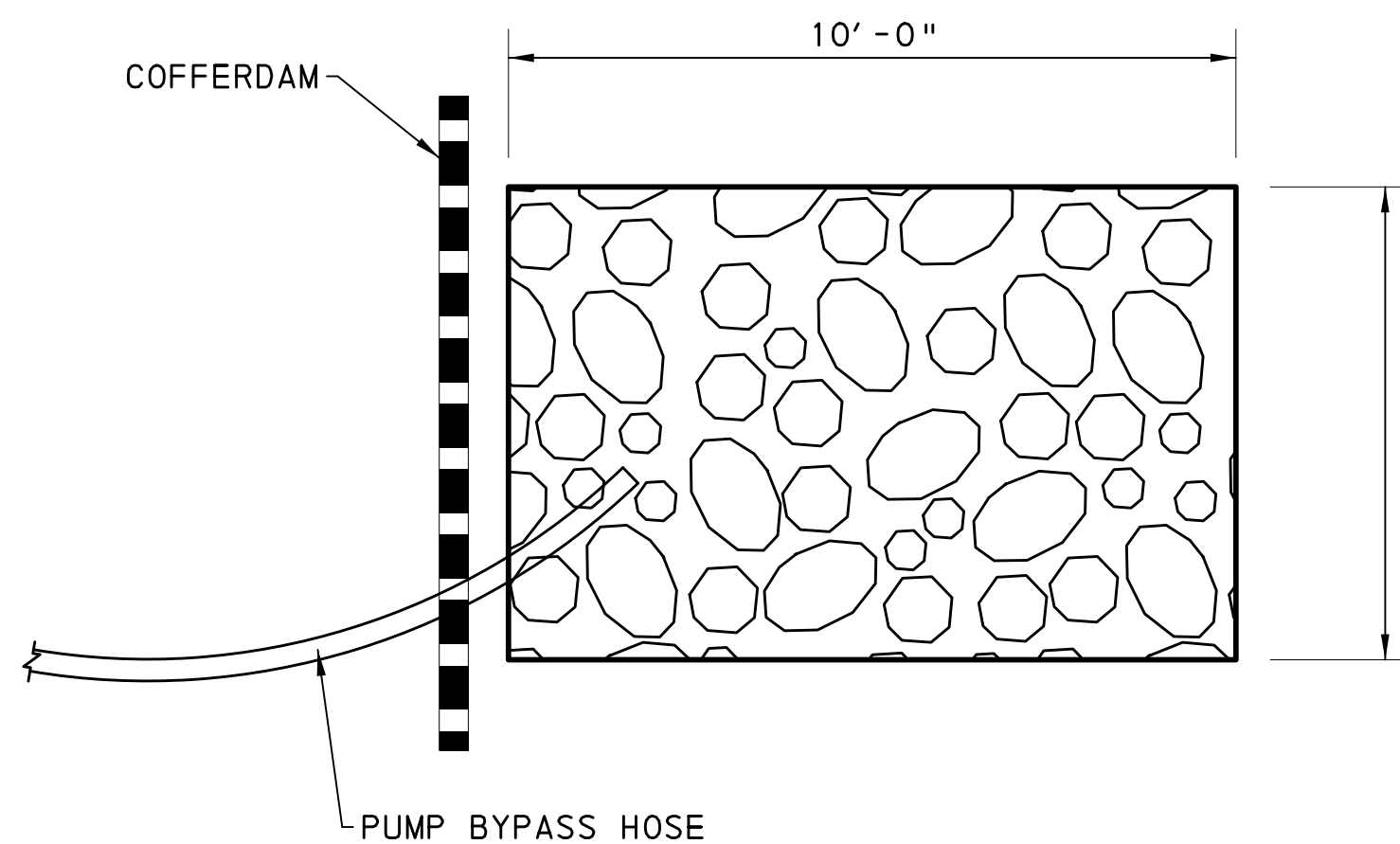


TEMPORARY SPLASH PAD
(NOT TO SCALE)

NOTE

1. SLOPE SHOULD BE LEVEL OR AS CLOSE TO LEVEL AS REASONABLY POSSIBLE BASED ON SITE CONDITIONS.

TEMPORARY PUMP BYPASS AND SPLASH PAD
NOT TO SCALE

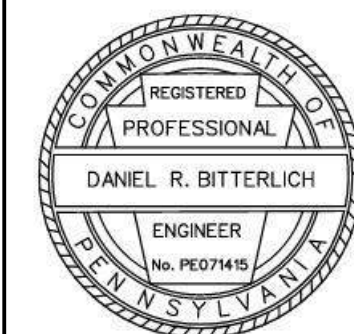


TEMPORARY PUMP BYPASS SYSTEM
NOT TO SCALE

STREAM NOTE:

MAXIMUM NORMAL STREAM DEPTH IS 0'-5" IN THE WORK AREA. THE REQUIRED TEMPORARY COFFERDAM HEIGHT IS 0'-11".

NORMAL STREAM FLOW IS APPROXIMATELY 3 CFS AND THE APPROPRIATE PUMP REQUIREMENT IS 1500 GALLONS PER MINUTE. THE PUMP BYPASS SHOULD ONLY BE UTILIZED WHEN NORMAL FLOW CONDITIONS ARE PRESENT, AND THE WORK SHOULD BE PERFORMED AT A TIME WHEN STORM FLOWS ARE NOT EXPECTED TO INUNDATE THE WORK AREA.

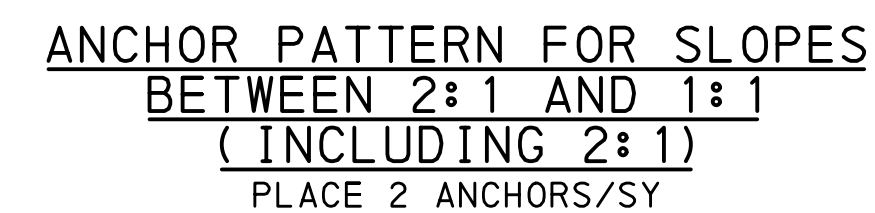
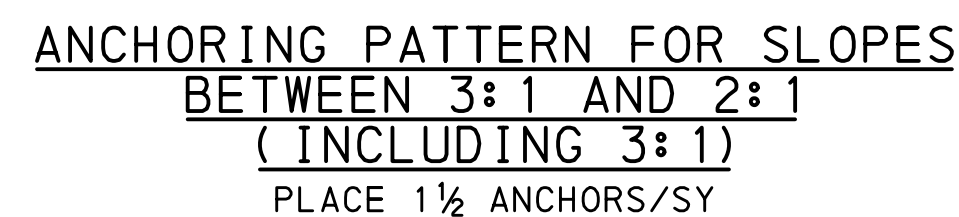


TRAFFIC PLANNING AND DESIGN, INC.
www.TrafficPD.com | 717.234.1430 | TPD@TrafficPD.com
DATE: 12/3/24 | PROJECT DESIGNER: DB | JOB NO: EFTO.00018
EROSION & SEDIMENT POLLUTION CONTROL DETAIL
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NOT TO SCALE

1. SEED AND SOIL AMEDMENTS SHALL BE APPLIED ACCORDING TO THE RATES IN THE PLAN DRAWINGS PRIOR TO INSTALLING THE BLANKET.
2. PROVIDE ANCHOR TRENCH AT TOE OF SLOPE IN SIMILAR FASHION AS AT TOP OF SLOPE.
3. SLOPE SURFACE SHALL BE FREE OF ROCKS, CLODS, STICKS, AND GRASS.
4. BLANKET SHALL HAVE GOOD CONTINUOUS CONTACT WITH UNDERLYING SOIL THROUGHOUT ENTIRE LENGTH. LAY BLANKET LOOSELY AND STAKE OR STAPLE TO MAINTAIN CONTACT WITH SOIL. DO NOT STRETCH BLANKET.
5. THE BLANKET SHALL BE STAPLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.
6. BLANKETED AREAS SHALL BE INSPECTED WEEKLY AND AFTER EACH RUNOFF EVENT UNTIL PERENNIAL VEGETATION IS ESTABLISHED TO A MINIMUM UNIFORM 70% COVERAGE THROUGHOUT THE BLANKETED AREA. DAMAGED OR DISPLACED BLANKETS SHALL BE RESTORED OR REPLACED WITHIN 4 CALENDER DAYS.



ANCHOR PATTERNS FOR SLOPES



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N/F JEFFREY S. &
KIMBERLY A. KRAVEC
PARCEL 4706-00610300
DEED 8548-2120

N/F RICHARD D. &
ROSE AGATONE
PARCEL 4706-00610400
DEED 5638-1003

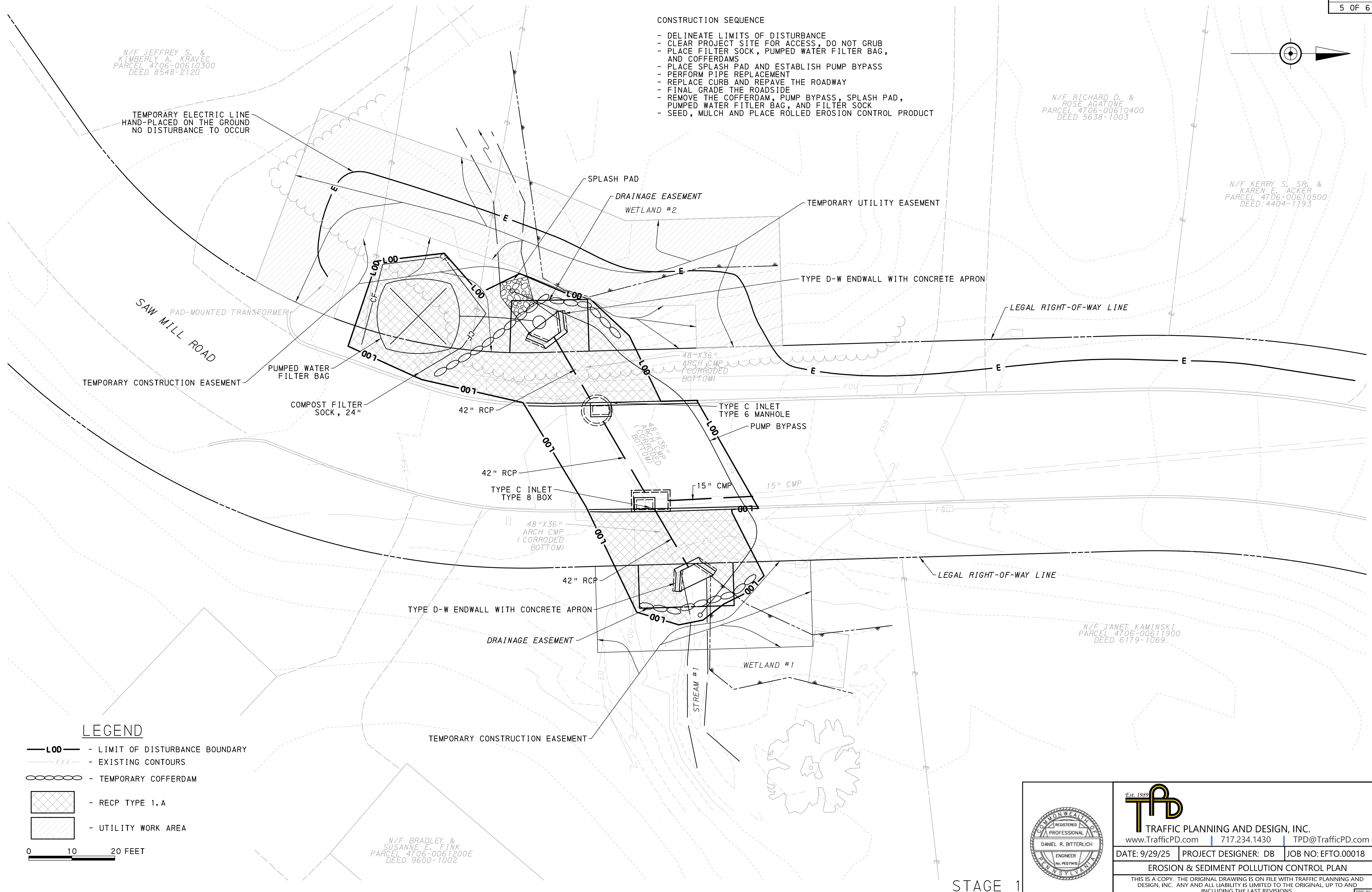
N/F KERRY S. SR. &
KAREN E. ACKER
PARCEL 4706+006/10500
DEED 4404-1193

N/F JANET KAMINSKI
PARCEL 4706-00611900
DEED 6179-1069

N/F BRADLEY &
SUSANNE E. FINK
PARCEL 4706-0061200E
DEED 9600-1002

CONSTRUCTION SEQUENCE

- DELINEATE LIMITS OF DISTURBANCE
- CLEAR PROJECT SITE FOR ACCESS, DO NOT GRUB
- PLACE FILTER SOCK, PUMPED WATER FILTER BAG, AND COFFERDAMS
- PLACE SPLASH PAD AND ESTABLISH PUMP BYPASS
- PERFORM PIPE REPLACEMENT
- REPLACE CURB AND REPAVE THE ROADWAY
- FINAL GRADE THE ROADSIDE
- REMOVE THE COFFERDAM, PUMP BYPASS, SPLASH PAD, PUMPED WATER FILTER BAG, AND FILTER SOCK
- SEED, MULCH AND PLACE ROLLED EROSION CONTROL PRODUCT

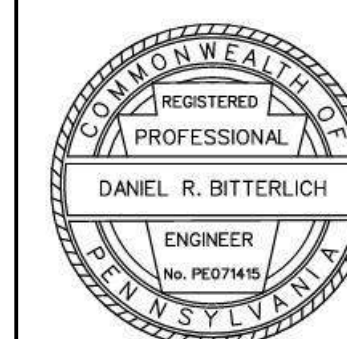


LEGEND

-
- **LOD** — - LIMIT OF DISTURBANCE BOUNDARY
 - *xxx* — - EXISTING CONTOURS
 - ○ ○ ○ ○ - TEMPORARY COFFERDAM
 - RECP TYPE 1.A
 - UTILITY WORK AREA

0 10 20 FEET

STAGE 1



TRAFFIC

TRAFFIC PLANNING AND DESIGN, INC.
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DATE: 9/29/25	PROJECT DESIGNER: DB	JOB NO: EFTO.00018
EROSION & SEDIMENT POLLUTION CONTROL PLAN		
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N/F JEFFREY S. &
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PARCEL 4706-00610300
DEED 8548-2120

N/F RICHARD D. &
ROSE AGATONE
PARCEL 4706-00610400
DEED 5638-1003

N/F KERRY S. SR. &
KAREN E. JACKER
PARCEL 4706-00610500
DEED 4404-1193

WETLAND #2

SAWMILL ROAD

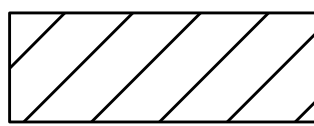
FORMULA AND SPECIES

RESIDENTIAL LAWN MIX: LOLIUM
PERENNE (20), FESTUCA RUBRA (30),
AND POA PRANTENSIS (50)

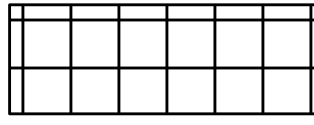
WETLAND MIX: CAREX VULPINOIDEA
(3.33), ELYMUS RIPARIUS (1.67),
SPARTINA PECTINADA (1.11), CAREX
LURIDA (1.67), JUNCUS EFFUSUS (3.33),
VERBENA HASTATA (5), ASCLEPIAS
INCARNATA (1), HELENIUM AUTUMNALE
(1.67), MINIMULUS RINGENS, (0.33),
BIDENS CERNUA (1.67), LUDWIGIA
ALTERNIFOLIA (2.67), EUPATORIUM
PERFOLIATUM (1.67), IRIS VERSICOLOR
(1.11), POA PALUSTRIS (4.44), SCIRPUS
ATROVIRENS (2.67)

RIPARIAN BUFFER MIX: ELYMUS
VIRGINICUS (20), SORGHASTRUM NUTANS
(15), PANICUM CLANDESTINUM (14.6),
ANDRPOGON GERARDII (14), CAREX
VULPINOIDEA (10), CAREX LURIDA
(6.3), CAREX SCOPARIA (6.3), VERBENA
HASTATA (3), JUNCUS EFFUSUS (2),
ZIZIA AUREA (2), ASCLEPIAS INCARNATA
(1.9), VERBENA URTICIFOLIA (1),
EUPATORIUM PERFOLIATUM (0.6),
SOLIDAGO RUGOSA (0.5), ASTER
NOVAE-ANGLIAE (0.4), ASTER PUNICEUS
(0.4), MONARDA FISTULOSA (0.4),
MIMULUS RINGENS (0.3) SCIRPUS
ATROVIRENS (0.3), SCIRPUS CYPERINUS
(0.3), ASTER LANCEOLATUS (0.2),
LOBELIA SIPHILITICA (0.2), LYCOPUS
AMERICANUS (0.2), EUTHAMIA
GRAMINIFOLIA (0.1),

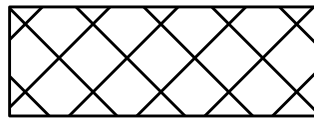
LEGEND



RESIDENTIAL
LAWN MIX



WETLAND
MIX



RIPARIAN
BUFFER
MIX

0 10 20 FEET

SEEDING INFORMATION

RESIDENTIAL LAWN MIX:

SEEDING RATE: 42.0 LBS/1000SY

LIMING: 800.0 LBS/1000SY

SLOW RELEASE
FERTILIZER: 38-0-0 UREA FORM
50.0 LBS/1000SY

FERTILIZER: 10-20-20 COMMERCIAL
140.0 LBS/1000SY

MULCHING STRAW: 1200.0 LBS/1000SY

WETLAND MIX:

SEEDING RATE: 9.0 LBS/1000SY

LIMING: 800.0 LBS/1000SY

SLOW RELEASE
FERTILIZER: NONE

FERTILIZER: BASED ON
SOIL TESTING*

MULCHING STRAW: 1200.0 LBS/1000SY

RIPARIAN BUFFER MIX:

SEEDING RATE: 4.2 LBS/1000SY

LIMING: 800.0 LBS/1000SY

SLOW RELEASE
FERTILIZER: NONE

FERTILIZER: BASED ON
SOIL TESTING*

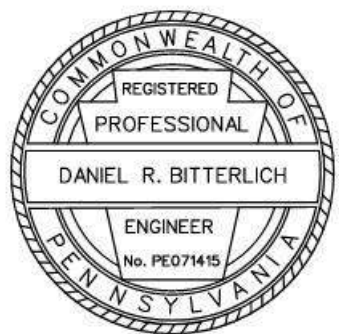
MULCHING STRAW: 1200.0 LBS/1000SY

N/F JANET KAMINSKI
PARCEL 4706-00611900
DEED 6179-1069

N/F BRADLEY &
SUSANNE E. FINK
PARCEL 4706-0061200E
DEED 9600-1002

WETLAND #1

STREAM #1



TRAFFIC PLANNING AND DESIGN, INC.

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DATE: 12/3/24 | PROJECT DESIGNER: DB | JOB NO: EFTO.00018

EROSION & SEDIMENT POLLUTION CONTROL PLAN

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INCLUDING THE LAST REVISIONS.

ORN BY: JWT

STAGE 2



A.J. Blosenski, Inc. • P.O. Box 392 • Elverson, PA 19520 • 610-942-2707 • Fax: 610-942-2495 • www.ajblosenski.com

October 7, 2025

East Fallowfield Township
2264 Strasburg Rd
East Fallowfield, PA 19320

Subject: Request to Modify Bulk Trash Pickup Frequency

Dear Mr. Swichar,

On behalf of A.J. Blosenski Inc., I am writing to formally request a modification to the current bulk trash pickup schedule for East Fallowfield Township. We propose changing the frequency of bulk collection from **once per month** to **once per week**.

This modification would allow for a more evenly distributed volume of bulk waste throughout the month, rather than concentrating it in one week. The current schedule results in a high volume of bulk items on a single day, which presents logistical and scheduling challenges. A weekly pickup would enhance service efficiency and provide greater convenience to Township residents.

Importantly, this change would be implemented **at no additional cost** to the Township. The rate will remain the same under the revised schedule.

We believe this modification will improve overall service quality and better meet the needs of the community. We appreciate your consideration and would be happy to discuss this proposal further at your convenience. Please review this proposal and advise if you have any questions or concerns. Once approved, please sign and return to A.J. Blosenski, Inc.

A handwritten signature in blue ink that reads 'Andrew Casey'.

Andrew Casey
A.J. Blosenski Inc.
Municipal Manager

Scott Swichar
East Fallowfield
Township Manager

EAST FALLOWFIELD TOWNSHIP
Fiscal Year 2026 General Fund Budget

Account #	2023-Actual	2024-Budget	FY 2024 Actual	2025-Budget	06/30/25 Act	FY 2025-Proj	2026-Budget
<u>GENERAL FUND INCOMES</u>							
301.10 · Real Property Taxes - Current	\$ 806,718	\$ 818,211	\$ 818,623	\$ 820,816	\$ 800,198	\$ 820,816	\$ 820,129
301.11 · Real Property Taxes - Fire/EMS	\$ -	\$ -		\$ -	\$ -	\$ -	
301.20 · Real Property Taxes - Prior Year	\$ 84,211	\$ 80,000	\$ 81,368	\$ 80,000	\$ 44,879	\$ 81,320	\$ 80,000
301.24 · Real Property Taxes - Collect Fee	\$ (8,295)	\$ (10,000)	\$ (11,501)	\$ (10,000)	\$ (10,426)	\$ (13,500)	\$ (13,000)
310.10 · Real Estate Transfer Tax	\$ 216,508	\$ 145,000	\$ 194,106	\$ 140,000	\$ 79,129	\$ 179,567	\$ 152,150
310.20 · Earned Income Tax—Current	\$ 1,623,924	\$ 1,550,000	\$ 1,678,790	\$ 1,674,000	\$ 901,831	\$ 1,674,000	\$ 1,700,000
310.24 · Earned Income Tax—Collector Fee	\$ (19,890)	\$ (19,220)	\$ (20,570)	\$ (20,758)	\$ (11,013)	\$ (20,423)	\$ (20,740)
310.25 · ChesCo. Tax Collection Comm.Fee	\$ -	\$ -	\$ (233)	\$ -	\$ (1,583)	\$ (3,200)	\$ (3,043)
310.50 · Local Services Tax—Current	\$ 29,365	\$ 25,000	\$ 31,846	\$ 27,500	\$ 16,694	\$ 34,000	\$ 35,000
310.54 · Local Services Tax-CollectorFee	\$ (360)	\$ (310)	\$ (382)	\$ (341)	\$ (204)	\$ (415)	\$ (427)
321.60 · Contractor Registration	\$ -	\$ -		\$ -	\$ -		
321.61 · Peddler Permit	\$ 360	\$ -	\$ 390	\$ -	\$ 300	\$ 300	\$ -
321.801 · Comcast Franchise Fee	\$ 65,403	\$ 65,000	\$ 59,448	\$ 60,000	\$ 28,087	\$ 55,073	\$ 55,000
321.802 · Verizon Franchise Fee	\$ 79,499	\$ 80,000	\$ 75,918	\$ 72,000	\$ 37,489	\$ 74,978	\$ 73,000
321.90 · Cable Tower Fee	\$ 400	\$ 400	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300
322.50 · Street Opening Permit	\$ 2,866	\$ 2,000	\$ 5,146	\$ 4,000	\$ 5,373	\$ 5,963	\$ 3,600
322.90 · Miscellaneous Permits	\$ 300	\$ -	\$ 10	\$ -	\$ -		
331.11 · Vehicle Code Violations	\$ 25	\$ -	\$ 1,084	\$ -	\$ -		
331.12 · Violations Ordin/Statues/Etc	\$ 12,067	\$ 11,000	\$ 10,608	\$ 12,000	\$ 7,039	\$ 14,000	\$ 12,000
331.13 · State Police Fines	\$ 3,853	\$ 1,750	\$ 3,792	\$ 4,000	\$ 1,664	\$ 3,250	\$ 3,000
341.01 · Interest on Checking	\$ 13,796	\$ 7,500	\$ 170,290	\$ 80,000	\$ 72,572	\$ 140,000	\$ 87,000
342.53 · Royalties from Cell Tower	\$ 47,362	\$ 50,000	\$ 48,810	\$ 50,000	\$ 25,041	\$ 50,000	\$ 50,000
351.12 · FEMA Grant-Emerg Disaster Relie	\$ -	\$ -	\$ 2,285	\$ -	\$ -		
354 · State Capital & Operating Grant - Other	\$ 5,751	\$ -	\$ 2,019	\$ -	\$ -		
354.02 · Public Safety	\$ -	\$ -		\$ -	\$ -		
354.03 · PennDot -Winter Services Agree	\$ -	\$ -		\$ -	\$ -		
354.15 · Recycling/Act 101	\$ -	\$ -		\$ -	\$ -		
355.01 · PURTA	\$ 2,791	\$ 2,000	\$ 2,906	\$ 2,000	\$ -	\$ 2,000	\$ 2,000
355.05 · General Municipal Pension Syste	\$ 58,922	\$ 80,000	\$ 104,827	\$ 80,000	\$ -	\$ 111,655	\$ 112,746
355.07 · Foreign Fire Insur Tax	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -
357.01 · County Grants	\$ -	\$ -		\$ -	\$ -	\$ -	
361.31 · Prelim/Final SALDO Plan Fees	\$ 1,500	\$ -	\$ 776	\$ -	\$ -	\$ -	
361.34 · Hearing Fees	\$ 1,505	\$ 3,000	\$ 1,500	\$ 1,500	\$ 6,000	\$ 9,000	\$ 1,500
361.50 · Sale of Maps and Publications	\$ -	\$ -		\$ -	\$ -	\$ -	
361.74 · Postage	\$ -	\$ -		\$ -	\$ -	\$ -	
361.80 · Grass Cutting or Chipping Srvc	\$ -	\$ -		\$ -	\$ 240	\$ 240	\$ -
362.100 · Police Services	\$ 69	\$ 500	\$ 283	\$ 500	\$ 466	\$ 826	\$ 500
362.105 · Special Police Services	\$ 640	\$ 500	\$ 2,520	\$ 500	\$ 550	\$ 550	\$ 500
362.11 · Police Reports - Copies	\$ 1,296	\$ 500	\$ 1,320	\$ 500	\$ 90	\$ -	\$ 500
362.41 · Building Permits	\$ 109,999	\$ 97,500	\$ 147,586	\$ 120,000	\$ 365,711	\$ 419,500	\$ 110,000
362.42 · Stormwater Management Permits	\$ -	\$ -	\$ 4,237	\$ 2,000	\$ 641	\$ 2,048	\$ 1,000
362.50 · Burning Permit	\$ 847	\$ 300	\$ 520	\$ 400	\$ 330	\$ 450	\$ 400
363.51 · Contracted Snow Removal	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -
364.30 · Trash - Current Year	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -
364.31 · Trash - Prior Year	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -
364.32 · Trash - Collections - 2005-2018	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -
364.33 · Trash - Next Year	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -
364.34 · Trash - \$5 Late Fees	\$ -	\$ -		\$ - 134	\$ -	\$ -	\$ -

EAST FALLOWFIELD TOWNSHIP
Fiscal Year 2026 General Fund Budget

Account #	2023-Actual	2024-Budget	FY 2024 Actual	2025-Budget	06/30/25 Act	FY 2025-Proj	2026-Budget
364.35 · Trash Certifications	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -
364.36 · Portnoff Notice Fee Collection	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -
364.37 · Interest on Collections	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -
364.50 · Recyclable Sales	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -
364.90 · Trash - Dumpster	\$ -	\$ -	\$ 177	\$ -	\$ (41)	\$ -	\$ -
364.91 · Scrap / TV Disposal	\$ 30	\$ -		\$ -	\$ -	\$ -	\$ -
364.92 · Sale of Trash/Leaf Bags	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -
364.93 · Hazardous Waste Rebate	\$ 1,422	\$ 1,425	\$ 1,350	\$ 1,350	\$ 1,350	\$ 1,350	\$ 1,200
389.00 · Miscellaneous Revenue	\$ 12,696	\$ 2,500	\$ 3,551	\$ 2,500	\$ 3,628	\$ 46,145	\$ 1,000
389.10 · Insurance Refund	\$ 63,465	\$ 20,000	\$ 24,286	\$ 5,000	\$ 52,113	\$ 55,603	\$ -
391.10 · Sale of Fixed Assets	\$ 23,700	\$ -	\$ 6,369	\$ -	\$ 9,801	\$ 9,801	\$ 2,000
392.01 · Transfer From GF Balance	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -
392.18 · Transfer From Capital Projects	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -
395 · Refunds of Prior Year Expend	\$ 4,227	\$ -		\$ -	\$ -	\$ -	\$ -
Revenue from Operations				\$ 3,209,768			\$ 3,267,314
Use of GF Reserves				\$ 867,265			\$ 1,222,381
Total Revenue	\$ 3,246,974	\$ 3,014,556	\$ 3,454,355	\$ 4,077,033	\$ 2,438,251	\$ 3,755,197	\$ 4,489,695
GENERAL FUND EXPENSES							
Administration							
400.105 · Salaries	\$ 12,500	\$ 12,500	\$ 12,500	\$ 12,500	\$ 6,090	\$ 12,500	\$ 12,500
400.192 · FICA/Medicare	\$ 947	\$ 956	\$ 956	\$ 956	\$ 466	\$ 956	\$ 956
400.352 · Liability Insurance	\$ 1,841	\$ -		\$ -	\$ -	\$ -	
400.460 · Conferences/Training	\$ 1,407	\$ 1,000	\$ 1,480	\$ 1,000	\$ 449	\$ 1,000	\$ 1,000
401.110 · Manager - Salary	\$ 103,692	\$ 123,600	\$ 139,615	\$ 140,400	\$ 64,800	\$ 140,400	\$ 144,612
401.197 · 457 Plan	\$ 5,226	\$ -	\$ 2,700	\$ 2,808	\$ 1,296	\$ 2,808	\$ 2,892
401.315 · Health/Dental - Employee Contri	\$ (1,836)	\$ (1,900)	\$ (2,058)	\$ (1,900)	\$ (915)	\$ (1,982)	\$ (1,982)
401.317 · Other Costs	\$ 325	\$ -	\$ 1,143	\$ -	\$ -	\$ -	
402.311 · Annual Audit Fee	\$ 10,500	\$ 11,000	\$ 10,000	\$ 11,000	\$ -	\$ 10,920	\$ 11,500
402.315 · Health/Dental - Employee Contri	\$ -	\$ -		\$ -	\$ -		
403.430 · Tax Collection Committee Fee	\$ -	\$ -		\$ -	\$ -	\$ -	
404.310 · Legal Services	\$ 66,606	\$ 55,000	\$ 91,601	\$ 120,000	\$ 38,676	\$ 209,640	\$ 272,000
404.314 · Special Legal - Unions	\$ 7,381	\$ 15,000	\$ 84	\$ 30,000	\$ -	\$ 5,000	\$ 15,000
405.110 · Admin Assistant - Wages	\$ 26,937	\$ 34,900	\$ 28,063	\$ 33,527	\$ 16,870	\$ 26,776	\$ 32,832
405.112 · Treasurer - Salary	\$ 90,000	\$ 92,700	\$ 90,602	\$ 96,408	\$ 43,882	\$ 99,000	\$ 97,850
405.115 · FT Admin - Wages	\$ 45,796	\$ 97,240	\$ 56,331	\$ 108,150	\$ 19,632	\$ 57,200	\$ 128,916
405.182 · Salaries & Benefits for Trash Program	\$ (26,236)	\$ (27,023)	\$ (27,178)	\$ (38,884)	\$ -	\$ (38,884)	\$ (39,827)
405.187 · Admin Medical Opt Out 50%	\$ 8,533	\$ 9,698	\$ 8,579	\$ 9,698	\$ -	\$ -	\$ -
405.192 · FICA/Medicare	\$ 21,560	\$ 27,398	\$ 24,413	\$ 29,696	\$ 10,841	\$ 24,738	\$ 30,922
405.194 · Unemployment Compensation	\$ 1,846	\$ 1,925	\$ 3,144	\$ 1,000	\$ 928	\$ 1,055	\$ 1,075
405.195 · Workers' Compensation	\$ 373	\$ 500	\$ 824	\$ 1,000	\$ 932	\$ 1,305	\$ 1,370
405.196 · Health/Dental Insurance	\$ 60,998	\$ 84,462	\$ 65,346	\$ 98,685	\$ 58,139	\$ 116,286	\$ 188,509
405.197 · Pension	\$ 91,101	\$ 19,394	\$ 15,152	\$ 21,279	\$ 1,670	\$ 17,796	\$ 22,283
405.198 · Life / AD&D	\$ 717	\$ 760	\$ 655	\$ 798	\$ 323	\$ 710	\$ 880
405.199 · STD/LTD	\$ 1,369	\$ 1,020	\$ 1,584	\$ 1,019	\$ 744	\$ 1,871	\$ 2,689
405.315 · Employee Medical Contrib	\$ (1,788)	\$ (4,223)	\$ (2,014)	\$ (9,102)	\$ (2,550)	\$ (6,228)	\$ (16,061)
405.316 · Aflac Insurance	\$ -	\$ -		\$ -	\$ -		
405.317 · Aflac Insurance - Employee Cont	\$ -	\$ -		\$ -	\$ -		
405.353 · Surety & Fidelity - Bonding	\$ -	\$ 4,000	\$ 379	\$ 4,000	\$ 4,824	\$ 4,824	\$ 5,239
406.198 · Transitional Reinsurance Fee	\$ -	\$ -		\$ -	\$ -	\$ -	

EAST FALLOWFIELD TOWNSHIP
Fiscal Year 2026 General Fund Budget

Account #	2023-Actual	2024-Budget	FY 2024 Actual	2025-Budget	06/30/25 Act	FY 2025-Proj	2026-Budget
406.210 · Office Supplies	\$ 2,931	\$ 3,500	\$ 3,640	\$ 3,000	\$ 1,746	\$ 3,212	\$ 3,250
406.215 · Postage	\$ 940	\$ 4,000	\$ 2,526	\$ 1,500	\$ 1,348	\$ 2,696	\$ 2,490
406.310 · Payroll and Check Writing Service	\$ 4,448	\$ 7,000	\$ 4,518	\$ 6,500	\$ 2,343	\$ 4,687	\$ 5,025
406.311 · Consultant/Bookkeeping Help	\$ 1,505	\$ -	\$ 8,000	\$ 5,000	\$ 7,500	\$ 7,500	\$ -
406.317 · Other Services/Charges	\$ 4,043	\$ 4,000	\$ 1,626	\$ 2,000	\$ 2,435	\$ 3,655	\$ 2,615
406.318 · PEMA/FEMA Expenses	\$ -	\$ -		\$ -	\$ -	\$ -	
406.321 · Telephone	\$ 2,405	\$ 3,000	\$ 3,203	\$ 2,500	\$ 1,158	\$ 2,316	\$ 2,400
406.324 · Mobile	\$ 1,514	\$ 1,100	\$ 1,076	\$ 1,500	\$ 485	\$ 970	\$ 1,020
406.341 · Advertising	\$ 4,959	\$ 8,000	\$ 4,206	\$ 5,000	\$ 2,109	\$ 4,219	\$ 4,320
406.342 · Printing/Newsletter	\$ 1,276	\$ 3,000	\$ 1,176	\$ 3,000	\$ 489	\$ 983	\$ 1,000
406.352 · Liability Insurance	\$ 9,492	\$ 7,000	\$ 5,845	\$ 7,350	\$ 6,383	\$ 6,383	\$ 6,702
406.384 · Rent - Copier/Postage Meter	\$ 2,662	\$ 2,892	\$ 2,847	\$ 3,000	\$ 1,338	\$ 2,676	\$ 2,676
406.391 · Credit Card Processing Fees	\$ 1,376	\$ 1,000	\$ 1,391	\$ 1,200	\$ 387	\$ 900	\$ -
406.392 · Bank Fees	\$ 2,334	\$ 150	\$ 25	\$ 100	\$ (1)	\$ 450	\$ 900
406.393 · Late Fees	\$ 214	\$ -	\$ 55	\$ -	\$ -		
406.420 · Dues/Memberships/Subscriptions	\$ 4,356	\$ 5,000	\$ 5,498	\$ 5,000	\$ 5,025	\$ 5,500	\$ 6,005
406.450 · Codification/Transparency	\$ 995	\$ 1,800	\$ 2,705	\$ 15,000	\$ 995	\$ 2,000	\$ 13,000
406.454 · Document Digitization	\$ 5,254	\$ 2,000		\$ 2,000	\$ 650	\$ 650	\$ 5,000
406.460 · Meetings and Education	\$ -	\$ 6,000	\$ 11,937	\$ 12,000	\$ 5,075	\$ 11,000	\$ 11,725
406.520 · Community Donation	\$ 9,000	\$ 9,000	\$ 9,000	\$ 9,000	\$ -	\$ 9,000	\$ 9,000
407.325 · Internet Fees	\$ 4,250	\$ 3,649	\$ 4,486	\$ 4,000	\$ 2,255	\$ 4,536	\$ 4,763
407.452 · Contracted IT Service	\$ 9,046	\$ 12,000	\$ 14,677	\$ 14,000	\$ 8,667	\$ 20,543	\$ 26,000
407.453 · Computer Repairs/Maint/Equip	\$ 1,635	\$ 1,000	\$ 339	\$ 1,000	\$ 849	\$ 1,000	\$ 1,000
407.454 · Website	\$ -	\$ -	\$ 119	\$ -	\$ -		
407.455 · Email Hosting	\$ -	\$ -	\$ 23	\$ -	\$ 23	\$ 23	\$ 25
407.456 · Software/Web Applications	\$ 1,863	\$ 4,000	\$ 1,071	\$ 2,000	\$ 1,216	\$ 1,400	\$ 1,510
408.313 · Engineering Services	\$ 14,694	\$ 35,000	\$ 26,108	\$ 19,000	\$ 10,792	\$ 18,537	\$ 20,000
409.236 · Building Supplies	\$ 239	\$ 1,000	\$ 1,732	\$ 1,500	\$ 333	\$ 1,000	\$ 1,000
409.351 · Property Insurance	\$ 796	\$ 1,000	\$ 1,573	\$ 1,500	\$ 1,594	\$ 2,126	\$ 2,231
409.361 · Electricity	\$ 4,914	\$ 5,000	\$ 4,462	\$ 4,250	\$ 3,856	\$ 7,215	\$ 6,600
409.362 · Gas	\$ 3,636	\$ 6,500	\$ 3,792	\$ 7,000	\$ 5,394	\$ 7,500	\$ 6,000
409.373 · Building Repair/Maintenance	\$ 2,412	\$ 4,000	\$ 4,330	\$ 4,000	\$ 2,281	\$ 4,500	\$ 4,790
409.430 · Taxes	\$ 7,261	\$ 8,000	\$ 7,384	\$ 8,000	\$ 867	\$ 7,731	\$ 8,102
<i>Total Administration</i>	\$ 640,248	\$ 709,497	\$ 663,271	\$ 824,938	\$ 344,690	\$ 832,599	\$ 1,074,305

<i>Police</i>							
410.110 · Chief - Salary	\$ 102,061	\$ 110,210	\$ 112,828	\$ 114,618	\$ 49,648	\$ 124,934	\$ 134,928
410.112 · FT Officer - Salaries	\$ 436,746	\$ 428,655	\$ 440,606	\$ 441,514	\$ 199,519	\$ 428,088	\$ 463,635
410.114 · Admin Assistant - Wages	\$ 25,563	\$ 30,215	\$ 31,437	\$ 28,325	\$ 13,412	\$ 28,935	\$ 29,744
410.115 · PT Officer - Wages	\$ 89,975	\$ 119,787	\$ 154,489	\$ 137,719	\$ 62,415	\$ 142,131	\$ 161,598
410.171 · Leave - Vacation	\$ 46,683	\$ 53,356	\$ 54,421	\$ 54,957	\$ 3,933	\$ 41,957	\$ 57,710
410.172 · Leave - Holiday	\$ 35,009	\$ 40,733	\$ 56,027	\$ 41,955	\$ 27,158	\$ 59,955	\$ 52,758
410.173 · Leave - Jury Duty	\$ -	\$ -		\$ -			
410.176 · Leave - Personal	\$ 14,672	\$ 16,972	\$ 20,176	\$ 17,481	\$ 4,322	\$ 17,481	\$ 18,357
410.177 · Leave - Sick	\$ 33,005	\$ 33,944	\$ 26,235	\$ 19,963	\$ 14,696	\$ 19,963	\$ 21,714
410.178 · Leave - Kelly Time/Old Contr OT	\$ 41,408	\$ 44,128	\$ 44,902	\$ 45,452	\$ 35,498	\$ 45,452	\$ 47,729
410.180 · Overtime Pay	\$ 33,228	\$ 25,000	\$ 26,493	\$ 20,600	\$ 8,580	\$ 20,600	\$ 21,000
410.181 · Court Overtime Pay	\$ 6,518	\$ 8,000	\$ 16,968	\$ 16,480	\$ 5,739	\$ 12,147	\$ 13,896
410.182 · Special Detail - Prof. ERT	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,300	\$ 3,300	\$ 3,630
410.184 · Sick Pay Buy-Back	\$ -	\$ 6,000	\$ 16,540	\$ 15,000	\$ -	\$ 15,000	\$ 15,000

EAST FALLOWFIELD TOWNSHIP
Fiscal Year 2026 General Fund Budget

Account #	2023-Actual	2024-Budget	FY 2024 Actual	2025-Budget	06/30/25 Act	FY 2025-Proj	2026-Budget
410.187 · Medical Opt Out - 50%	\$ 16,774	\$ 19,396	\$ 20,142	\$ 20,000	\$ 9,220	\$ 20,000	\$ 23,033
410.188 · 457 Plan					\$ -	\$ 3,748	\$ 4,048
410.192 · FICA/Medicare	\$ 66,576	\$ 69,692	\$ 77,314	\$ 71,838	\$ 32,744	\$ 74,713	\$ 81,174
410.194 · Unemployment Compensation	\$ 4,763	\$ 5,005	\$ 1,813	\$ 5,000	\$ 2,583	\$ 3,225	\$ 3,010
410.195 · Workers' Compensation	\$ 34,529	\$ 38,000	\$ 37,654	\$ 39,900	\$ 23,214	\$ 38,077	\$ 39,981
410.196 · Health/Dental Insurance	\$ 214,015	\$ 228,351	\$ 229,332	\$ 239,769	\$ 119,910	\$ 239,864	\$ 275,794
410.197 · Pension	\$ 77,541	\$ 65,000	\$ 52,940	\$ 86,969	\$ 28,380	\$ 115,349	\$ 85,217
410.198 · Life / AD&D	\$ 3,158	\$ 3,314	\$ 3,161	\$ 3,479	\$ 1,580	\$ 3,161	\$ 3,319
410.199 · STD/LTD	\$ 3,357	\$ 2,963	\$ 3,893	\$ 3,111	\$ 2,189	\$ 4,862	\$ 5,105
410.210 · Office Supplies	\$ 2,021	\$ 2,000	\$ 819	\$ 2,000	\$ 522	\$ 2,000	\$ 2,000
410.215 · Postage	\$ -	\$ 50	\$ -	\$ 50	\$ 40	\$ 100	\$ 50
410.220 · Operating Supplies	\$ 1,939	\$ 2,500	\$ 905	\$ 2,500	\$ 918	\$ 2,500	\$ 2,500
410.224 · Medical Supplies	\$ 315	\$ 500	\$ 377	\$ 500	\$ 588	\$ 850	\$ 1,000
410.225 · Laboratory / Testing Supplies	\$ 1,175	\$ 2,500	\$ 1,958	\$ 2,500	\$ 795	\$ 2,120	\$ 2,198
410.231 · Vehicle Fuel - Gasoline	\$ 18,723	\$ 17,500	\$ 13,078	\$ 17,500	\$ 5,503	\$ 16,926	\$ 17,000
410.236 · Building Supplies	\$ 203	\$ 1,000	\$ 588	\$ 1,000	\$ 164	\$ 400	\$ 800
410.238 · Clothing and Uniforms	\$ 4,815	\$ 6,000	\$ 3,488	\$ 7,000	\$ 2,400	\$ 5,250	\$ 6,000
410.242 · Ammunition	\$ 4,548	\$ 9,000	\$ 4,250	\$ 5,000	\$ -	\$ 5,000	\$ 5,000
410.261 · Vehicle Equipment	\$ 1,078	\$ 2,000	\$ 250	\$ 2,000	\$ 27	\$ 2,000	\$ 2,000
410.315 · Health/Dental - Employee Contri	\$ (10,502)	\$ (11,418)	\$ (11,854)	\$ (11,988)	\$ (5,536)	\$ (11,994)	\$ (12,593)
410.316 · Aflac Insurance	\$ 1,927	\$ 1,927	\$ 1,927	\$ 1,927	\$ 964	\$ 1,927	\$ 1,927
410.317 · Aflac Insurance - Employee Cont	\$ (1,927)	\$ (1,927)	\$ (2,002)	\$ (1,927)	\$ (890)	\$ (1,927)	\$ (1,927)
410.318 · Other Services & Charges	\$ 5,404	\$ 13,000	\$ 3,636	\$ 6,000	\$ 1,767	\$ 4,000	\$ 4,000
410.319 · Other	\$ 431	\$ -	\$ -	\$ -	\$ -		\$ -
410.321 · Telephone	\$ 4,482	\$ 4,500	\$ 3,436	\$ 4,500	\$ 2,169	\$ 4,344	\$ 4,500
410.324 · Mobile Phones	\$ 533	\$ 600	\$ 705	\$ 900	\$ 663	\$ 1,711	\$ 1,740
410.325 · Internet	\$ -	\$ -		\$ -	\$ -		\$ -
410.338 · Court Parking	\$ -	\$ -	\$ 70	\$ -	\$ -		\$ -
410.351 · Property Insurance	\$ 1,194	\$ 1,255	\$ 1,869	\$ 1,995	\$ 2,117	\$ 2,823	\$ 2,964
410.352 · Liability Insurance	\$ 22,473	\$ 23,600	\$ 19,706	\$ 23,600	\$ 20,495	\$ 20,495	\$ 21,520
410.355 · Auto Insurance	\$ 12,721	\$ 13,000	\$ 12,680	\$ 13,650	\$ 13,525	\$ 16,736	\$ 16,142
410.361 · Electricity	\$ 2,347	\$ 2,000	\$ 2,583	\$ 2,250	\$ 1,197	\$ 2,709	\$ 2,800
410.362 · Gas	\$ 1,323	\$ 3,000	\$ 902	\$ 1,500	\$ 1,033	\$ 1,600	\$ 1,650
410.366 · Water	\$ 774	\$ 750	\$ 2,197	\$ 1,000	\$ 196	\$ 630	\$ 840
410.373 · Building Repair/Maintenance	\$ 2,657	\$ 500	\$ 1,750	\$ 3,000	\$ 1,419	\$ 3,200	\$ 3,700
410.374 · Vehicle/Equipment Repair	\$ 16,502	\$ 15,000	\$ 19,468	\$ 20,000	\$ 20,671	\$ 27,075	\$ 18,000
410.384 · Copier Rent	\$ 2,729	\$ 2,500	\$ 3,369	\$ 2,750	\$ 1,462	\$ 3,078	\$ 3,250
410.420 · Dues/Memberships/Subscriptions	\$ 2,080	\$ 2,500	\$ 619	\$ 2,000	\$ 4,867	\$ 5,000	\$ 5,100
410.450 · CODY-Contracted Svs/Other Software	\$ 9,134	\$ 12,000	\$ 3,291	\$ 27,835	\$ 21,478	\$ 27,002	\$ 27,750
410.452 · Contracted IT	\$ 3,828	\$ 4,000	\$ 4,647	\$ 5,000	\$ 6,013	\$ 9,000	\$ 8,400
410.454 · Computer Repair/Maint/Equip	\$ 2,280	\$ 2,000	\$ 2,125	\$ 3,000	\$ 2,147	\$ 2,500	\$ 3,000
410.460 · Meetings and Education	\$ 6,263	\$ 15,000	\$ 6,412	\$ 17,000	\$ 3,600	\$ 11,600	\$ 17,000
410.735 · Interest - Vehicles	\$ -	\$ -		\$ -	\$ -		\$ -
410.461 · Comm Relations	\$ 1,967	\$ 1,000	\$ 423	\$ 1,000	\$ 85	\$ 1,000	\$ 1,000
Total Police	\$ 1,412,017	\$ 1,499,558	\$ 1,534,044	\$ 1,592,172	\$ 758,443	\$ 1,632,597	\$ 1,731,692
Planning/Zoning							
413.210 · Office Supplies	\$ 37	\$ -		\$ - 13/	\$ 20	\$ 20	\$ 20

EAST FALLOWFIELD TOWNSHIP
Fiscal Year 2026 General Fund Budget

Account #	2023-Actual	2024-Budget	FY 2024 Actual	2025-Budget	06/30/25 Act	FY 2025-Proj	2026-Budget
413.270 · Code Enforcement Software	\$ -	\$ 12,500		\$ 12,500	\$ -	\$ -	\$ 12,500
413.310 · Code Enforcement/Zoning Srvcs	\$ 62,449	\$ 45,000	\$ 68,141	\$ 66,000	\$ 214,644	\$ 242,575	\$ 71,500
413.454 · UCC Permit Fee	\$ -	\$ -	\$ 1,211	\$ 2,500	\$ 837	\$ 2,037	\$ 2,500
414.110 · Zoning Hearing Board Wages	\$ 1,500	\$ 1,800	\$ 500	\$ 1,500	\$ 600	\$ 1,500	\$ 300
414.192 · FICA/Medicare	\$ 115	\$ 138	\$ 38	\$ 115	\$ 46	\$ 115	\$ 23
414.247 · Planning Commission Budget	\$ 850	\$ 3,000	\$ 480	\$ 2,500	\$ -	\$ 2,500	\$ 2,000
414.248 · Historic Commission Budget	\$ 400	\$ 3,000	\$ 779	\$ 2,500	\$ -	\$ 2,500	\$ 2,000
414.310 · ZHB Court Reporter	\$ 1,998	\$ 3,000	\$ 540	\$ 2,500	\$ 870	\$ 2,500	\$ 400
414.314 · Legal Service	\$ 7,124	\$ 5,000	\$ 1,435	\$ 5,000	\$ 6,683	\$ 7,500	\$ 1,500
414.315 · PC Legal Service	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
414.317 · Court Reporter	\$ -	\$ 2,000	\$ -	\$ 2,000	\$ -	\$ -	\$ -
414.318 · Other	\$ -	\$ 300	\$ -	\$ 250	\$ -	\$ 250	\$ -
414.341 · Advertising	\$ 1,008	\$ 2,000	\$ 408	\$ 2,000	\$ 1,681	\$ 2,000	\$ 550
414.420 · Dues & Memberships	\$ 869	\$ 1,000	\$ 480	\$ 1,000	\$ -	\$ -	\$ 250
414.460 · Meetings and Education	\$ -	\$ 150	\$ -	\$ 500	\$ 320	\$ 500	\$ 500
<u>Total Planning/Zoning</u>	\$ 76,349	\$ 78,888	\$ 74,012	\$ 100,865	\$ 225,701	\$ 263,997	\$ 94,043
<u>Animal Control</u>							
422.450 · SPCA	\$ 8,180	\$ 8,000	\$ 10,364	\$ 12,000	\$ 1,481	\$ 12,324	\$ 17,000
<u>Trash/Recycling</u>							
427.112 · Trash Personnel Costs		\$ -		\$ -	\$ -	\$ -	\$ -
427.227 · Trash Bags for Residents		\$ -		\$ -	\$ -	\$ -	\$ -
427.246 · Reserves for Refuse Contingencies		\$ -		\$ -	\$ -	\$ -	\$ -
427.310 · Trash Invoicing/Education		\$ -		\$ -	\$ -	\$ -	\$ -
427.314 · Collection Notice Expense		\$ -		\$ -	\$ -	\$ -	\$ -
427.317 · Hazardous Waste Collection		\$ -		\$ -	\$ -	\$ -	\$ -
427.319 · TV / Tire / Dumping Fees	\$ 535	\$ -		\$ -	\$ 288	\$ 288	\$ -
427.367 · Trash/Recycling Hauling Service	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -
427.368 · Trash Tipping Fees	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -
427.369 · Recycling Processing/Marketing	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -
427.374 · Vehicle Repairs/Fuel	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -
427.420 · Reycling Authority Membership	\$ 1,500	\$ -		\$ -	\$ -	\$ -	\$ -
<u>Total Trash/Recycling</u>	\$ 2,035	\$ -	\$ -	\$ -	\$ 288	\$ 288	\$ -
<u>ACT 537</u>							
429.313 · ACT 537 - Engineering	\$ 1,469	\$ 1,000	\$ 6,052	\$ 5,000	\$ 405	\$ 5,000	\$ 5,000
429.314 · ACT 537 - Legal	\$ 63	\$ 1,000	\$ -	\$ 1,000	\$ -	\$ 1,000	\$ 1,000
<u>Total ACT 537</u>	\$ 1,532	\$ 2,000	\$ 6,052	\$ 6,000	\$ 405	\$ 6,000	\$ 6,000

EAST FALLOWFIELD TOWNSHIP
Fiscal Year 2026 General Fund Budget

Account #	2023-Actual	2024-Budget	FY 2024 Actual	2025-Budget	06/30/25 Act	FY 2025-Proj	2026-Budget
<i>Public Works</i>							
430.110 · Foreman - Salary	\$ -	\$ 67,808	\$ 58,343	\$ 54,318	\$ 28,920	\$ 57,841	\$ 56,147
430.112 · FT Road Crew - Salaries	\$ 223,278	\$ 184,794	\$ 172,619	\$ 165,667	\$ 85,885	\$ 202,994	\$ 215,756
430.116 · PT - Road Crew	\$ -	\$ -		\$ 37,670	\$ -	\$ -	
430.117 · PT - Snow Plowers	\$ 40	\$ 10,000	\$ 2,215	\$ 10,000	\$ 3,342	\$ 10,000	\$ 10,000
430.118 · PT - Summer Grass Cutters	\$ 14,022	\$ 38,189	\$ 11,268	\$ 20,000	\$ 3,307	\$ 17,178	\$ 17,500
430.171 · Leave - Vacation	\$ 16,115	\$ 4,370	\$ 13,342	\$ 3,570	\$ 3,448	\$ 11,678	\$ 12,184
430.172 · Leave - Holiday	\$ 8,913	\$ 7,645	\$ 12,093	\$ 8,569	\$ 3,904	\$ 11,812	\$ 12,483
430.176 · Leave - Personal	\$ 590	\$ 637	\$ 1,744	\$ 714	\$ 822	\$ 1,255	\$ 1,320
430.177 · Leave - Sick	\$ 8,450	\$ 6,371	\$ 6,085	\$ 7,141	\$ 3,965	\$ 11,194	\$ 11,799
430.180 · Foreman - Overtime Pay	\$ -	\$ -	\$ 8,035	\$ 6,000	\$ 5,130	\$ 10,259	\$ 10,670
430.181 · FT Road Crew - Overtime Pay	\$ 10,761	\$ 7,430	\$ 15,634	\$ 12,000	\$ 9,815	\$ 19,629	\$ 20,414
430.182 · Salaries & Benfits for Trash Program	\$ (32,401)	\$ (33,373)	\$ (33,218)	\$ (63,869)	\$ -	\$ (63,869)	\$ (81,483)
430.187 · Union Negotiated Retro-Pay	\$ -	\$ -		\$ -	\$ -		
430.192 · FICA/Medicare	\$ 21,419	\$ 25,034	\$ 22,333	\$ 24,912	\$ 11,029	\$ 27,069	\$ 28,173
430.194 · Unemployment Compensation	\$ 2,591	\$ 3,850	\$ 1,422	\$ 3,850	\$ 1,109	\$ 2,150	\$ 2,215
430.195 · Workers' Compensation	\$ 23,264	\$ 25,000	\$ 25,399	\$ 26,250	\$ 15,273	\$ 25,051	\$ 26,303
430.196 · Health/Dental Insurance	\$ 70,876	\$ 90,000	\$ 83,616	\$ 92,250	\$ 41,804	\$ 85,064	\$ 88,035
430.197 · Pension	\$ 12,838	\$ 15,000	\$ 12,935	\$ 15,750	\$ 8,051	\$ 18,422	\$ 20,446
430.198 · Life / AD&D	\$ 387	\$ 406	\$ 258	\$ 427	\$ 129	\$ 872	\$ 542
430.199 · STD/LTD	\$ 1,083	\$ 1,137	\$ 689	\$ 1,194	\$ 403	\$ 3,178	\$ 1,996
430.210 · Office/Shop Supplies	\$ 2,071	\$ 1,000	\$ 4,045	\$ 2,500	\$ 3,215	\$ 4,000	\$ 2,500
430.220 · Operating Supplies	\$ 1,373	\$ 1,500	\$ 3,355	\$ 2,500	\$ 2,376	\$ 2,500	\$ 1,000
430.224 · Medical Supplies	\$ -	\$ -	\$ 40	\$ -	\$ 53	\$ 53	\$ 250
430.231 · Vehicle Fuel - Gasoline	\$ 15,527	\$ 12,000	\$ 10,683	\$ 10,000	\$ 5,855	\$ 11,709	\$ 13,260
430.238 · Clothing/Uniform	\$ 1,080	\$ 1,080	\$ 1,440	\$ 1,440	\$ 1,440	\$ 1,440	\$ 1,440
430.242 · PA One Call	\$ 156	\$ 500	\$ 354	\$ 350	\$ 80	\$ 320	\$ 480
430.246 · Street Signs	\$ 2,073	\$ 1,000	\$ 230	\$ 500	\$ 27	\$ 2,802	\$ 1,500
430.250 · Repair/Maintenance Supplies	\$ 6,366	\$ -	\$ 4,944	\$ 2,000	\$ 1,125	\$ 2,000	\$ 2,000
430.260 · Small Tools/Minor Equipment	\$ 497	\$ 2,000	\$ 2,407	\$ 5,505	\$ 3,920	\$ 5,505	\$ 6,000
430.315 · Health/Dental - Employee Contri	\$ (5,356)	\$ (9,000)	\$ (8,312)		\$ (3,859)	\$ (8,517)	\$ (8,868)
430.316 · Aflac Insurance	\$ 1,041	\$ -	\$ 1,097	\$ 1,097	\$ 548	\$ 1,097	\$ 1,097
430.317 · Aflac Insurance-Employee Contr	\$ (1,097)	\$ -	\$ (1,139)	\$ (1,097)	\$ (506)	\$ (1,097)	\$ (1,097)
430.318 · Other Services & Charges	\$ 6,240	\$ 2,000	\$ 2,980	\$ 2,000	\$ 4,813	\$ 4,898	\$ 4,373
430.324 · Mobile Phones	\$ 1,039	\$ 1,200	\$ 828	\$ 1,200	\$ 475	\$ 900	\$ 945
430.351 · Property Insurance	\$ 5,970	\$ 6,500	\$ 9,679	\$ 6,825	\$ 7,244	\$ 9,658	\$ 10,141
430.352 · Liability Insurance	\$ 5,986	\$ 6,500	\$ 5,427	\$ 6,825	\$ 5,927	\$ 5,927	\$ 6,223
430.355 · Auto Insurance	\$ 13,403	\$ 15,000	\$ 14,631	\$ 15,750	\$ 14,678	\$ 19,535	\$ 20,512
430.372 · Vehicle-Repair/Maintenance	\$ 30,237	\$ 17,500	\$ 11,741	\$ 12,500	\$ 7,037	\$ 12,500	\$ 12,500
430.373 · Building-Repair/Maintenance	\$ 1,364	\$ 1,000	\$ 1,058	\$ 1,000	\$ 974	\$ 1,000	\$ 1,500
430.374 · Equipment-Repair/Maintenance	\$ 25,823	\$ 12,500	\$ 5,030	\$ 7,500	\$ 10,322	\$ 27,550	\$ 10,000
430.420 · Dues & Memberships	\$ 80	\$ 200	\$ 180	\$ 250	\$ 130	\$ 130	\$ 200
430.460 · Meetings and Education	\$ 79	\$ -	\$ 1,293	\$ 1,000	\$ -	\$ 1,000	\$ 1,000
430.735 · Capital Purchases - Interest	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -
430.740 · Capital Purchases	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -
<i>Total Public Works</i>	\$ 496,178	\$ 526,778	\$ 486,803	\$ 506,058	\$ 292,208	\$ 556,686	\$ 541,455
<i>Road Maintenance/Repair</i>							
438.372 · Road Improvements	\$ 2,349	\$ -	\$ 2,401	\$ 1,000	\$ 300	\$ 1,000	\$ 1,000

EAST FALLOWFIELD TOWNSHIP
Fiscal Year 2026 General Fund Budget

Account #	2023-Actual	2024-Budget	FY 2024 Actual	2025-Budget	06/30/25 Act	FY 2025-Proj	2026-Budget
<u>MS4</u>							
446.313 · MS4 Engineering	\$ 19,127	\$ 25,000	\$ 9,647	\$ 20,000	\$ 3,185	\$ 6,000	\$ 15,000
446.314 · MS4 Legal	\$ -	\$ -	\$ 28	\$ -	\$ -	\$ -	\$ -
446.317 · MS4 Permit Compliance	\$ 3,756	\$ 10,000	\$ -	\$ 10,000	\$ 2,500	\$ 2,500	\$ 5,000
<u>Total MS4</u>	\$ 22,882	\$ 35,000	\$ 9,675	\$ 30,000	\$ 5,685	\$ 8,500	\$ 20,000
<u>Park & Recreation</u>							
454.247 · Park & Rec Commission Budget	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -
454.371 · Park Maintenance	\$ 4,273	\$ 3,500	\$ 2,905	\$ 4,000	\$ 1,820	\$ 3,979	\$ 4,200
<u>Total Park & Recreation</u>	\$ 4,273	\$ 3,500	\$ 2,905	\$ 4,000	\$ 1,820	\$ 3,979	\$ 4,200
<u>Refunds/Transfers</u>							
491 · Refunds of Prior Year Revenues	\$ 362	\$ 100		\$ -	\$ -		
492.01 · Transfer to General Fund-Reserv	\$ -	\$ -		\$ -	\$ -		
492.18 · Transfer to Capital Funds	\$ 473,000	\$ 151,235	\$ 400,000	\$ 1,000,000	\$ -	\$ 1,000,000	
492.XX - Transfer to Building Funds	\$ -	\$ -		\$ -	\$ -	\$ -	\$ 1,000,000
492.35 · Transfer to Liquid Fuels	\$ -	\$ -		\$ -	\$ -		
<u>Total Refunds/Transfers</u>	\$ 473,362	\$ 151,335	\$ 400,000	\$ 1,000,000	\$ -	\$ 1,000,000	\$ 1,000,000
<u>Total Expenses</u>	\$ 3,139,404	\$ 3,014,556	\$ 3,189,526	\$ 4,077,033	\$ 1,631,021	\$ 4,317,969	\$ 4,489,696
<u>Excess of Revenues over Expenditures</u>	\$ 107,570	\$ (0)	\$ 264,830	\$ (0)	\$ 807,230	\$ (562,772)	\$ (0)

EAST FALLOWFIELD TOWNSHIP							
Fiscal Year 2026 Fire/EMS Fund Budget							
Approved							
1.25 Fire & 0.50 EMS							
Account #	2023-Actual	2024-Budget	FY 2024 Actual	2025-Budget	06/30/25 Act	FY 2025-Proj	2026-Budget
Fire/EMS Revenues							
301.11 · Real Property Taxes - Fire/EMS	\$ 403,491	\$ 715,934	\$ 714,459	\$ 748,140	\$ 700,035	\$ 748,140	\$ 747,513
341.02 · Interest on Checking	\$ 6,674	\$ -	\$ 9,067	\$ 5,000	\$ 10,905	\$ 23,788	\$ 20,000
355.07 · Foreign Fire Insur Tax	\$ 52,113	\$ 51,232	\$ 53,349	\$ 51,232	\$ -	\$ 57,649	\$ 57,650
Total Fire/EMS Revenues	\$ 462,279	\$ 767,166	\$ 776,875	\$ 804,372	\$ 710,940	\$ 829,577	\$ 825,163
Fire/EMS Expenditures							
411.110 · Salaries/Wages	\$ 1,378	\$ 1,378	\$ 1,378	\$ 1,378	\$ 689	\$ 1,378	\$ 1,378
411.192 · FICA/Medicare	\$ 105	\$ 105	\$ 105	\$ 105	\$ 53	\$ 105	\$ 105
411.194 · Unemployment Compensation	\$ -	\$ 20		\$ -	\$ 7	\$ 30	\$ 30
411.195 · Workers' Compensation	\$ 19,431	\$ 21,048	\$ 17,849	\$ 25,000	\$ -	\$ 20,000	\$ 20,000
411.231 · Vehicle Fuel - Gasoline	\$ 8,290	\$ 7,000	\$ 7,084	\$ 7,000	\$ 1,615	\$ 1,615	\$ 3,000
411.238 · Clothing and Uniforms		\$ -		\$ -	\$ -		
411.242 · Supplies		\$ -		\$ -	\$ 89	\$ 89	\$ 100
411.317 · Other Services & Charges		\$ -		\$ -	\$ -		
411.324 · Mobile Phones	\$ 294	\$ 725	\$ 601	\$ 600	\$ 329	\$ 658	\$ 660
411.363 · Hydrant Service	\$ 30,292	\$ 30,000	\$ 32,387	\$ 31,000	\$ 17,690	\$ 35,247	\$ 37,009
411.374 · Vehicle Repair	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -
411.420 · Dues and Memberships	\$ -	\$ 350	\$ 175	\$ 350	\$ 225	\$ 350	\$ 350
411.460 · Meetings and Education	\$ -	\$ -		\$ -	\$ -		
411.540 · Subsidy to Fire Companies	\$ 100,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 150,000	\$ 300,000	\$ 300,000
411.541 · Subsidy to Volunteer Associatons	\$ 52,113	\$ 51,232	\$ 53,349	\$ 51,232	\$ -	\$ 57,649	\$ 57,650
411.542 · Subsidy to EMS Companies	\$ 182,108	\$ 182,108	\$ 182,108	\$ 182,108	\$ 91,054	\$ 182,108	\$ 182,108
411.543 · Capital Expenditures - Modena	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000
411.544 · Capital Expenditures - Westwood	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
411.545 · Capital Expenditures -Reserve	\$ -	\$ 53,200	\$ -	\$ 53,200	\$ -	\$ 53,200	\$ 53,200
411.492 · Operating Expenditures - Reserve	\$ -	\$ 100,000	\$ -	\$ 132,398	\$ -	\$ -	\$ 149,573
Total Fire/EMS Expenditures	\$ 414,011	\$ 767,166	\$ 615,037	\$ 804,371	\$ 281,751	\$ 672,428	\$ 825,163
Excess Revenues over Expenditures	\$ 48,267	\$ (0)	\$ 161,837	\$ 0	\$ 429,189	\$ 157,149	\$ 0

EAST FALLOWFIELD TOWNSHIP							
Fiscal Year 2026 Trash Fund Budget							
Account #	2023-Actual	Approved 2024-Bud @ \$450	2024-Actual	2025-Bud @ \$450	6/30/2025- Act	2025-Proj	2026-Bud @ \$450
<u>TRASH INCOME</u>							
341.01 · Interest on Checking	\$ 7,037	\$ 3,000	\$ 10,924	\$ 7,000	\$ 12,630	\$ 27,500	\$ 25,000
354.15 · Recycling/Act 101	\$ 3,168	\$ 5,000	\$ -	\$ -	\$ 4,702	\$ 4,702	\$ 4,500
364.30 · Trash - Current Year	\$ 871,074	\$ 1,190,700	\$ 1,252,053	\$ 1,234,800	\$ 1,225,686	\$ 1,244,000	\$ 1,245,102
364.31 · Trash - Prior Year	\$ -	\$ -	\$ 6,102	\$ 2,000	\$ 2,802	\$ 2,802	\$ 2,500
364.36 · Portnoff Notice Fee Collection	\$ 3,242	\$ 1,000	\$ 1,547	\$ 1,500	\$ 777	\$ 1,167	\$ 750
364.33 · Trash - Next Year	\$ -	\$ -	\$ 350	\$ -	\$ -	\$ -	\$ -
364.34 · Trash - \$5 Late Fees	\$ 310	\$ 250	\$ 149	\$ -	\$ -	\$ -	\$ -
364.35 · Trash Certifications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
364.37 · Interest on Collections	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
364.50 · Recyclable Sales	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
364.90 · Trash - Dumpster	\$ 350	\$ 250	\$ 645	\$ 250	\$ 286	\$ 428	\$ 250
364.91 · Scrap / TV Disposal	\$ (35,462)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
364.92 · Sale of Trash/Leaf Bags	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
364.93 · Hazardous Waste Rebate	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
392.XX · Use of Reserves	\$ -	\$ 32,789	\$ -	\$ -	\$ -	\$ -	\$ -
<u>Total Revenue</u>	\$ 849,718	\$ 1,232,989	\$ 1,271,769	\$ 1,245,550	\$ 1,246,883	\$ 1,280,599	\$ 1,278,102
<u>TRASH EXPENSES</u>							
427.112 · Trash Personnel Costs Public Works	\$ 58,637	\$ 60,396	\$ 60,396	\$ 47,244	\$ -	\$ 50,862	\$ 64,888
427.112 · Trash Benefits Costs Public Works			\$ -	\$ 13,308	\$ -	\$ 13,007	\$ 16,594
427.112 · Trash Administration Costs			\$ -	\$ 30,411	\$ -	\$ 30,411	\$ 31,141
427.112 · Trash Admin Benefits Costs			\$ -	\$ 8,473	\$ -	\$ 8,473	\$ 8,686
427.227 · Trash Bags for Residents	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
427.246 · Reserves for Refuse Contingencies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
427.310 · Trash Invoicing/Education	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
427.314 · Collection Notice Expense	\$ -	\$ -	\$ 594	\$ 600	\$ -	\$ -	\$ -
427.317 · Hazardous Waste Collection	\$ 3,007	\$ 2,000	\$ 2,976	\$ 2,500	\$ -	\$ 1,821	\$ 3,000
427.319 · TV / Tire / Dumping Fees / Bulk Tras	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,000	\$ 27,410
427.367 · Trash/Recycling Hauling Service	\$ 474,945	\$ 727,176	\$ 766,632	\$ 778,256	\$ 389,287	\$ 778,256	\$ 832,528
427.368 · Trash Tipping Fees	\$ 218,970	\$ 250,000	\$ 204,122	\$ 225,000	\$ 118,669	\$ 246,975	\$ 256,854
427.369 · Recycling Processing/Marketing	\$ 25,925	\$ 30,000	\$ 14,448	\$ 30,000	\$ 9,751	\$ 20,000	\$ 25,000
427.374 · Vehicle Repairs/Fuel	\$ -	\$ 10,000	\$ -	\$ 10,000	\$ -	\$ -	\$ 10,000
427.390 · Bank Charges	\$ 127	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
427.420 · Reycling Authority Membership	\$ -	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000
492.000 · Surplus added to Reserves	\$ -	\$ 118,628	\$ -	\$ 97,758	\$ -	\$ -	\$ -
492.XXX · Transfer to Capital	\$ -	\$ 32,789	\$ 31,452	\$ -	\$ -		\$ -
<u>Total Expenses</u>	\$ 781,611	\$ 1,232,989	\$ 1,082,620	\$ 1,245,550	\$ 519,707	\$ 1,159,804	\$ 1,278,102
<u>Excess of Revenues over Expenditures</u>	\$ 68,107	\$ (0)	\$ 189,149	\$ -	\$ 727,175	\$ 120,794	\$ (0)

EAST FALLOWFIELD TOWNSHIP							
Fiscal Year 2026 Liquid Motor Fuels Fund Budget							
Account #	Approved						
	2023-Actual	2024-Budget	2024 Actual	2025-Budget	06/30/25	2025 Projected	2026-Budget
<u>LIQUID FUELS REVENUE</u>							
355.02 · Liquid Fuels Tax	\$ 289,729	\$ 285,545	\$ 291,389	\$ 286,070	\$ 290,410	\$ 290,410	\$ 286,000
355.03 · State Turnback Allocation	\$ 29,440	\$ 29,440	\$ 28,120	\$ 28,120	\$ 29,440	\$ 29,440	\$ 29,140
341.01 · Interest on Checking	\$ 66	\$ 100	\$ -	\$ -	\$ 3,213	\$ 5,025	\$ 4,700
351.12 · FEMA Grant-Emerg Dis. Relief	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
354.03 · Winter/Severe Winter Agree	\$ 76,324	\$ 35,462	\$ 43,149	\$ 43,459	\$ -	\$ 43,459	\$ 40,000
389.00 · Miscellaneous Revenue	\$ (1,404)	\$ -	\$ -	\$ -	\$ -	\$ 1,908	\$ -
392.01 · Transfer from General Fund	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -
392.02 Transfer from Capital Fund			\$ -	\$ 75,000	\$ -	\$ -	\$ -
392.35 · Transfer from Liquid Fuels Balance	\$ -	\$ 84,053	\$ -	\$ 25,601	\$ -	\$ -	\$ -
<u>Total Revenue</u>	\$ 394,155	\$ 434,600	\$ 362,657	\$ 458,250	\$ 323,063	\$ 370,242	\$ 359,840
<u>LIQUID FUELS EXPENSES</u>							
430.232 · Diesel Fuel	\$ 7,562	\$ 12,000	\$ 8,889	\$ 12,000	\$ 5,801	\$ 10,500	\$ 11,000
430.260 · Small Tools/Minor Equipment	\$ -	\$ -	\$ 685	\$ 5,000	\$ 3,195	\$ 5,000	\$ -
430.310 · Fuel Pump Repair	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
430.317 · Other	\$ 240	\$ 500	\$ -	\$ -	\$ -	\$ -	\$ -
430.384 · Rental of Machinery /Equipment	\$ -	\$ -	\$ -	\$ -	\$ 1,028	\$ 1,500	\$ -
430.735 · Interest - Capital Purchases	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
430.740 · Capital Purchases	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -
432.221 · Road Salt	\$ 10,660	\$ 40,000	\$ 43,777	\$ 45,000	\$ 83,207	\$ 90,000	\$ 50,000
432.310 · Snow Removal Contractors	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
433.220 · Traffic Control Devices/Signs	\$ 176	\$ -	\$ 2,514	\$ -	\$ 1,602	\$ 1,602	\$ -
434.361 · Street Lights - Electricity	\$ 1,123	\$ 1,200	\$ 1,275	\$ 1,250	\$ 736	\$ 1,472	\$ 1,505
436.371 · Storm Drain Repairs	\$ -	\$ -	\$ 2,075	\$ 5,000	\$ 924	\$ 3,000	\$ 3,000
437.245 · Shop Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
437.372 · Vehicle-Repair/Maintenance	\$ -	\$ 900	\$ 10,543	\$ 10,000	\$ 8,285	\$ 8,285	\$ 10,000
437.374 · Equipment-Repair/Maintenance	\$ 1,428	\$ -	\$ 12,379	\$ 10,000	\$ 7,036	\$ 7,036	\$ 10,000
437.375 · Mower-Repair/Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
438.220 · Aggregate {Asphalt/Stone/Etc}	\$ 32,413	\$ 30,000	\$ 8,466	\$ 20,000	\$ 7,171	\$ 13,000	\$ 20,000
438.310 · Highway/Shoulder - Maintenance	\$ 201	\$ -	\$ -	\$ -	\$ 500	\$ 500	\$ 22,000
439.371 · Road Paving/Improvements	\$ 293,633	\$ 350,000	\$ 385,888	\$ 350,000	\$ 6,004	\$ 320,650	\$ 232,335
491.00 · Refund of Prior Years Revenue	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -
<u>Total Expenses</u>	\$ 347,436	\$ 434,600	\$ 476,491	\$ 458,250	\$ 125,487	\$ 462,545	\$ 359,840
<i>Excess of Revenues over Expenditures</i>	\$ 46,719	\$ (0)	\$ (113,834)	\$ -	\$ 197,576	\$ (92,303)	\$ -

EAST FALLOWFIELD TOWNSHIP							
Fiscal Year 2026 Parks & Recreation Fund Budget							
Account #	2023-Actual	Approved 2024-Budget	2024-Actual	2025-Budget	06/30/25	2025-Projected	2026-Budget
<u>PARK & RECREATION INCOME</u>							
322.05 · Concert in the Park Sponsors	\$ 10,850	\$ 12,000	\$ 12,250	\$ 12,000	\$ 12,750	\$ 12,750	\$ 12,000
322.06 · Concert in the Park Vendors	\$ 115	\$ -	\$ 430	\$ 430	\$ 90	\$ 90	\$ -
341.01 · Interest on Checking	\$ 3,487	\$ 2,000	\$ 2,872	\$ 1,750	\$ 2,771	\$ 6,411	\$ 4,937
367.20 · Park & Rec - Fee in Lieu of Use of Reserves	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -
Transfer from General Fund	\$ -	\$ 45,000		\$ 20,887	\$ -		\$ 63,063
Donations - ECA	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -
Memorial Park Bench			\$ 4,500	\$ 700	\$ -	\$ -	\$ -
367.14 · Pavillion Rental	\$ 1,050	\$ 750	\$ 1,150	\$ 750	\$ 300	\$ 850	\$ 750
357.01 · Grants	\$ 7,500	\$ -		\$ 40,000	\$ 34,500	\$ 34,500	\$ -
<u>Total Revenue</u>	\$ 23,002	\$ 59,750	\$ 21,202	\$ 80,517	\$ 50,411	\$ 54,601	\$ 80,750
<u>PARK & RECREATION EXPENSES</u>							
Landscaping/Shade Tree	\$ 3,238	\$ 1,000	\$ 2,790	\$ 1,500	\$ 81	\$ 500	\$ 1,250
Playground Equipment	\$ 4,113	\$ 1,000		\$ 26,267	\$ 18,576	\$ 18,576	\$ -
ECA expenses from Donations				\$ 700	\$ -	\$ 700	\$ -
Park - Public Bathroom		\$ -		\$ -	\$ -	\$ -	\$ -
New Pavillion		\$ -		\$ -	\$ -	\$ -	\$ -
Pond cleanup project 2026							\$ 50,000
Engineering		\$ -		\$ -	\$ -	\$ -	\$ -
454.24 · Bee/Butterfly Garden		\$ -		\$ -	\$ -	\$ -	\$ -
454.25 · Tag's Memorial Garden	\$ 11,925	\$ 10,000	\$ 4,390	\$ 1,500	\$ 382	\$ 500	\$ 1,000
454.27 · Park & Rec Commission Budget	\$ -	\$ 2,000	\$ 1,465	\$ 2,000	\$ 5,300	\$ 5,395	\$ -
Professional Services (open space plan)	\$ 48,930	\$ 30,000	\$ 15,133	\$ -	\$ 6,250	\$ 6,250	\$ 6,000
Lighting	\$ -	\$ 5,000	\$ 4,332		\$ -	\$ -	\$ -
Park Benches	\$ -	\$ -	\$ 255	\$ -	\$ 1,789	\$ 1,789	\$ -
454.493 · Concert in the Park	\$ 10,734	\$ 10,000	\$ 9,869	\$ 12,000	\$ 9,869	\$ 10,500	\$ 12,000
454.49 · Park Events Other	\$ -	\$ -	\$ 2,810	\$ 1,250	\$ 2,189	\$ 8,750	\$ 9,000
Restroom Maintenance	\$ -	\$ 2,250	\$ 934	\$ 1,500	\$ 1,046	\$ 1,320	\$ 1,500
492.000 · Surplus added to Reserves	\$ -	\$ -		\$ 33,800	\$ -	\$ -	\$ -
Surveillance Cameras	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -
Internet (cameras)	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -
<u>Total Expenses</u>	\$ 78,940	\$ 61,250	\$ 41,978	\$ 80,517	\$ 45,483	\$ 54,280	\$ 80,750
<u>Excess of Revenues over Expenditures</u>	\$ (55,938)	\$ (1,500)	\$ (20,776)	\$ -	\$ 4,928	\$ 321	\$ -

EAST FALLOWFIELD TOWNSHIP Fiscal Year 2026 Capital Fund Budget Approved 6/30/2025							
Account #	2023-Actual	2024-Budget	2024-Acutal YE	2025-Budget	2025-Actual	2025-Projected	2026-Budget
<u>CAPITAL PROJECTS INCOME</u>							
Beginning Balance	\$ 1,147,403	\$1,000,000	\$1,287,525	\$1,410,143	\$1,765,343	\$1,765,343	\$2,052,887
341.01 · Interest on Checking	\$ 13,560	\$5,000	\$36,317	\$20,000	\$23,686	\$42,527	\$64,000
354.00 · Commonwealth of PA Grant	\$ -	\$0	\$210,677	\$0	\$5,388	\$5,388	\$0
387.00 · Contributions from Private Source	\$ 10,000	\$ -		\$ -	\$ -		
387.XX · DCED Reimb Grant- Mortonville Rd	\$ 140,676	\$ -		\$ 891,000	\$ -	\$ -	
387.XX · DCED Reimb Grant- Mortonville Bridge						\$ -	\$ 300,000
387.XX · DCED Reimb Grant- Sawmill Road Culvert						\$ -	\$ 250,000
387.XX · DCED Reimb Grant-Fuel Pump	\$ -	\$ 56,328		\$ -	\$ -	\$ -	\$ 56,328
387.XX · Grant - Newlinville Traffic Calming	\$ -	\$ 250,000		\$ 250,000	\$ -	\$ -	\$ 250,000
391.10 · Sale of Fixed Assets	\$ -	\$ 20,000		\$ 20,000	\$ -	\$ -	
392.xx · Use of Reserves (beginning balance)	\$ -	\$ 480,892		\$ 482,941	\$ -	\$ -	\$ 751,953
392.xx · Transfer from General Fund - For Capital Project	\$ -	\$ 151,235	\$ 400,000	\$ 1,000,000	\$ -	\$ 1,000,000	
392.xx · Transfer from General Fund - For Municipal Building Project						\$ -	\$ 1,000,000
392.xx · Transfer from Trash Fund	\$ 473,000	\$ 32,789	\$ 31,452	\$ -	\$ -	\$ -	
392.xx · Transfer from Park/Rec Fund	\$ -	\$ -		\$ -	\$ -	\$ -	
<u>Total Revenue</u>	\$ 637,236	\$ 996,244	\$ 678,446	\$ 2,663,941	\$ 29,075	\$ 1,047,916	\$ 2,672,281
<u>CAPITAL EXPENSES PROJECT EXPENSES</u>							
Surveys, Studies, Digitization, Printing	\$ 9,542	\$ 31,650	\$ 3,100	\$ 5,000	\$ 9,549	\$ 9,549	\$ 12,000
Software and Services	\$ 92	\$ -		\$ -	\$ -	\$ -	
Computers - Revolving schedule 5 years	\$ -	\$ 5,000		\$ 5,200	\$ -	\$ 5,200	\$ 4,000
Recycling containers	\$ -	\$ -	\$ (189)	\$ -	\$ -	\$ -	
Code Enforcement Software & Equip	\$ -	\$ 30,000		\$ 30,000	\$ 12,800	\$ 12,800	\$ -
Township Vehicles - Lease Options	\$ -	\$ 22,530		\$ 13,600	\$ -	\$ -	
Police Vehicles - 2019 Lease Options	\$ -	\$ -		\$ -	\$ -	\$ -	
Machinery and Equipment	\$ 224,747	\$ -		\$ 92,675	\$ 222,364	\$ 230,000	\$ 100,000
Police Vehicle - 2023 Purchase Option	\$ -	\$ -		\$ -	\$ -	\$ -	
Police Vehicle - Purchase Option	\$ -	\$ 60,000		\$ 68,000	\$ 64,658	\$ 64,658	\$ 66,750
Fuel Master / Fuel Pump System	\$ -	\$ 80,000		\$ -	\$ 70,215	\$ 70,215	
Newlinville Traffic Calming	\$ -	\$ 275,000	\$ 33,092	\$ 200,000	\$ 14,565	\$ 220,000	
Newlinville Master Plan	\$ 4,749	\$ -		\$ -	\$ -	\$ -	
Sawmill Culvert Replacement	\$ -	\$ 125,000	\$ 18,894	\$ 335,000	\$ -		\$ 335,000
Repairs & Maint - Hwys	\$ 53,557	\$ -	\$ 9,842	\$ 910,113	\$ 74,045	\$ 116,650	\$ 990,380
Principle repayment on DCED Loan	\$ 49,511	\$ 9,958	\$ 29,980	\$ 10,159	\$ 7,562	\$ 10,159	\$ 10,363
Interest Expense on DCED Loan	\$ 3,172	\$ 693	\$ 539	\$ 493	\$ 426	\$ 653	\$ 288
F550 (2023) GMC 3500 Dump Truck (2024)	\$ -	\$ 212,113	\$ 69,169	\$ -	\$ -	\$ -	
F-250 w/ plow, salt spreader - 2026							\$ 68,000
Township Website	\$ -	\$ 20,000		\$ 25,000	\$ -	\$ -	\$ 25,000
Public Works Equipment Requests	\$ -	\$ 21,690	\$ 3,328	\$ -	\$ -	\$ -	\$ 39,000
Police Dept Equipment Requests	\$ 7,375	\$ 16,610	\$ 28,387	\$ -	\$ -	\$ 15,100	\$ 21,500
Twnshp Bldg Feasability Study	\$ -	\$ 75,000	\$ 4,488	\$ 12,050	\$ -	\$ -	
Township LED sign	\$ -	\$ -		\$ -	\$ -	\$ -	
Server for Police Department	\$ 34,184	\$ -		\$ -	\$ -	\$ -	
Server for Administration Department	\$ -	\$ 11,000		\$ 12,000	\$ -	\$ -	
Traffic Speed signs	\$ -	\$ -		\$ -	\$ -	\$ -	
Updated Computer Systems for Police	\$ -	\$ -		\$ -	\$ 5,388.41	\$ 5,388.41	
Prelim/Final Subdivision Land Develop Plan	\$ -	\$ -		\$ -	\$ -		
Transfer to Liquid Fuels Fund				\$ 75,000	\$ -	\$ -	
Capital Projects - Park - Partial Grant Reim	\$ 110,185	\$ -		\$ -	\$ -		
Added to Reserve - Township Building Project							\$ 1,000,000
<u>Total Expenses</u>	\$ 497,114	\$ 996,244	\$ 200,628	\$ 1,794,289	\$ 481,572	\$ 760,372	\$ 2,672,281
<u>Excess of Revenues over Expenditures</u>	\$ 140,122	\$ (0)	\$ 477,818	\$ 869,652	\$ 145,497	\$ 287,544	\$ (0)

7 October 2025

East Fallowfield
2264 Strasburg Road
East Fallowfield, PA 19320
Mr. Scott Swichar

RE: Comprehensive Plan

Dear Mr. Scott Swichar,

On behalf of the East Fallowfield Township Planning Commission, I am writing to inform you of the Commission's recommendation regarding the Comprehensive Plan for East Fallowfield Township.

Based on our conversation with Bambi from Chester County at last night's meeting, we are recommending that the Township budget at least \$16,000 for the coming year for the Comprehensive Plan.

Our recommendation is that, as a matter of due diligence, we review quotes from 3 or 4 consultants. However, we are leaning towards a recommendation of using Chester County's Technical Assistance Program.

Once quotes from other consultants are reviewed, we will hold a final meeting and vote on our formal recommendation for the Comprehensive Plan.

Please let me know if you need any additional information from the Commission.

Sincerely,

A handwritten signature in cursive script that reads "Raymond D. Smith".

Ray Smith
East Fallowfield Planning Commission Chair