



**NEW GARDEN TOWNSHIP  
BOARD OF SUPERVISORS  
BUSINESS MEETING AGENDA  
May 20, 2024  
New Garden Twp. Board Room  
299 Starr Rd.  
Landenberg, PA 19350**

**1. CALL TO ORDER**

**2. PLEDGE OF ALLEGIANCE**

**3. ANNOUNCEMENT OF EXECUTIVE SESSIONS**

**4. PUBLIC COMMENT (3-minute time limit)**

**5. PUBLIC COMMENT ON AGENDA ITEMS**

**6. PUBLIC HEARING**

- a. Conditional Use Hearing – 138 Church St. (Tax Parcel #60-1R-4)
  - i. Meeting advertised for a 5 PM start at New Garden Town Hall

**7. RECOGNITIONS**

**8. PRESENTATIONS**

- a. Jon Martin – Airshow Brief
- b. Ahtziri Romo – New Website Brief

**9. MINUTES:**

- a. Approval of Meeting Minutes from 4-22-2024.

**10. TREASURER'S REPORT:**

- a. Approval of paid invoices \$7,295.00 and unpaid invoices \$387,452.09, totaling \$394,747.09.

**11. PUBLIC SAFETY REPORT**

- a. Avondale Fire Company – None
- b. Southern Chester County Regional Police Department – None

**12. UNFINISHED BUSINESS**

**13. NEW BUSINESS:**

a. **Zoning Hearing Board Applications** – motion to take no position for the ZHB Applications for the properties located at 104/106 Starr Rd and 172 Maple Ln.

b. **Fiscal Policy Adoption** – motion to adopt the proposed Fiscal Policy as written.

c. **AMERICA250PA Resolution 24-008** – motion to adopt Resolution #24-008 – AMERICA250PA supporting the Pennsylvania Commission for the United States Semiquincentennial.

- d. **East Parallel Taxiway Reconstruction Project** – motion to approve the engineering contract for TransSystems in an amount not to exceed \$78,718.00 (\$3,935.90 Local Share) for the East Parallel Taxiway reconstruction project.
- e. **FY24 Paving Program** – motion to authorize the Township Manager to approve the paving contract to Martin Paving for an amount not to exceed \$57,013.50 and Long’s Asphalt, Inc. for an amount not to exceed \$1,360,020.00, pending final review by the Township Solicitor.
- f. **FY24 Departmental Performance Update** – presentation by Township Manager on FY24 YTD Departmental Performance.
- g. **Historical Commission Appointment** – motion to appoint Regina Fees to the Historical Commission.

**14. MANAGER’S REPORT**

- a. Strategic Priorities
- b. Zoning Project Update

**15. LEGISLATION**

- a. **Resolutions**
  - i. 24-008 – AMERICA250PA supporting the PA Commission for the U.S. Semiquincentennial.

**NOTICES:**

- 5-22-24 - 7:00 p.m. – Planning Commission Meeting
- 5-27-24 - Memorial Day – Township Offices Closed
- 5-28-24 6:00 p.m. – Rhythm & Brews
- 6-4-24 - 6:30 p.m. – ZHB
- 6:00 p.m. – Family Fun Night
- 6-5-24 - 7:30 p.m. – Historical Commission Meeting
- 6-11-24 - 5:30 p.m. – Parks & Rec Meeting
- 7:00 p.m. – Open Space Review Board Meeting
- 6-13-24 7:00 p.m. – Public Safety Commission Meeting
- 6-14-24 8:30 p.m. – Family Movie Night
- 6-17-24 - 7:00 p.m. – Board Of Supervisors’ Meeting



# New Garden Township

Board of Supervisors

## Application for Conditional Use Approval

**Submit 4 copies of application**  
**Submit 12 copies of plans**

Board of Supervisors  
New Garden Township  
Chester County, Pennsylvania

Application No. \_\_\_\_\_

3/5/2024  
~~2/24/2024~~

Date Filed \_\_\_\_\_

Application is hereby made by the signers of the Application for Conditional Use Approval.  
Attached hereto are 4 copies of the application and 12 copies of plans.

**A. Record Owner of Parcel:**

Name: Robert J. Perrotti and Edna Perrotti

Address: 1022 Sarah Drive, Landenberg, PA 19350

Phone number: 610-496-5685 Email address: vpelec@aol.com

**B. Applicant:     Owner     Agent     Proposed purchaser**

Name: Same as above

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

Phone number: \_\_\_\_\_ Email Address: \_\_\_\_\_

C. **Attorney representation:**  Yes  No

Name: Neil E. Land, Esquire

Address: 213 East State Street, Kennett Square, PA 19348

Phone No.: 610-444-4848 Email Address: nel@bfmlk.com

D. **Registered Engineer or Surveyor who prepared plans (if applicable):**

Name: Mark Padula, P.E. Padula Engineering

Address: 780 East Market Street, Suite 275, West Chester, PA 19382

Phone No. 610-696-9900 Email address: mypadula@padulaengineering.com

E. **Zoning District Classification:**

R-1 Low Density Residential District  R-2 High Density Residential District

R-3 Toughkenamon Residential District  R-4 Residential District

Highway Commercial District  Commercial – Industrial District

Business Park District  Airport Development District

Unified Development District

F. **Property Description:**

Parcel No. 60 - 1R - 4 Lot Size: 0.737 acre gross

Property address: 138 Church Street, New Garden Township, Toughenamon, PA

Present improvements upon the land:

Manufactured home (residential)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Current / previous use(s):

Residential

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

The above applicant does hereby apply for a conditional use approval for the following purposes:

Applicant seeks conditional use approval to develop the property pursuant to the "Town Development Option" of New Garden Township, per zoning ordinance section 200-32. Applicant proposes eight (8) residential townhomes to be constructed on the property. A copy of the site plan for the proposed development is attached hereto and incorporated herein.

\_\_\_\_\_

**G. Section(s) of Zoning Ordinance which authorizes the Conditional Use:**

Article VI Section 200-32 Subsection \_\_\_\_\_ Paragraph \_\_\_\_\_

Article \_\_\_\_\_ Section \_\_\_\_\_ Subsection \_\_\_\_\_ Paragraph \_\_\_\_\_

Article \_\_\_\_\_ Section \_\_\_\_\_ Subsection \_\_\_\_\_ Paragraph \_\_\_\_\_

**H. Has any previous application or appeal been filed in connection with this premises?**

Yes  No If yes provide details: See attached

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

**I. What is the applicant interest in the premises involved?**

Applicants are the owners of the property

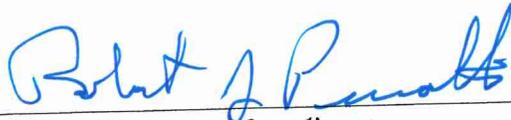
**J. What is the approximate cost of the work involved? (if applicable) \$ \_\_\_\_\_**

K. In keeping with Section 200-152.C. of the Township Zoning Ordinance, the applicant is responsible for providing notice to all property owners as is on file with the Chester County Assessors office of land within 500 feet of the subject property. The applicant shall be able to show proof at the conditional use hearing that all property owners were notified. Attach a list of all properties and owners names and addresses within 500 feet of the property to the application.

L. Application Fee for Conditional Use :

\$1,400.00 plus ½ of court stenographer fee for hearing.

\$1,200.00 plus ½ of court stenographer fee per each subsequent hearing.



Date: 2/23/24

Signature of applicant

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**For Township Use only**

Amount of fee: \$ \_\_\_\_\_ Date: \_\_\_\_\_

Check No. \_\_\_\_\_

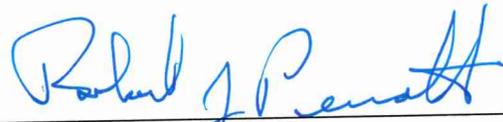
Receipt acknowledged by: \_\_\_\_\_

**ADDENDUM TO CONDITIONAL USE APPLICATION OF  
ROBERT AND EDNA PERROTTI**

**138 CHURCH STREET, TOUGHKENAMON, PA (NEW GARDEN TOWNSHIP)  
UPI NO. 60-1R-4**

H. Has any previous application or appeal been filed in connection with this premises?

Yes, pursuant to a written decision of the New Garden Township Zoning Hearing Board dated October 27, 2023, and after an evidentiary hearing before the NGT ZHB on September 12, 2023, applicant secured a dimensional variance from Zoning Ordinance section 200-32.A(1) to permit development pursuant to the "Town Development Option" on an original tract with a gross area of less than  $\frac{3}{4}$  of an acre, namely an original tract with a gross lot area of 0.737 acres. A copy of the October 27, 2023 decision and order of the New Garden Township Zoning Hearing Board is attached hereto and incorporated herein.



\_\_\_\_\_  
Robert J. Perrotti

\_\_\_\_\_  
Edna Perrotti

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

2/23/24

Upl	Owner 1	Owner 2	Local Address	Municipality	Zip Code	Mailing Address 1	Mailing Address 2	Mailing Address 3
60-1-62	BERTOGLI VICO N II		1212 NEWARK RD	NEW GARDEN	19374 1210 NEWARK RD		TOUGHKENAMON PA	
60-1-62.1	BERTOGLI VICO N II		1435 BALTIMORE PK	NEW GARDEN	19374 BOX 307		NEWARK RD	TOUGHKENAMON PA
60-1-63	NAVARRETE EFREN		1455 BALTIMORE PK	NEW GARDEN	19374 PO BOX 308		TOUGHKENAMON PA	
60-1-104	EAST PENN RAILWAYS INC			NEW GARDEN	19348 C/O EAST PENN RAILROAD LLC		505 S BROAD ST	KENNETT SQUARE PA
60-1-105	AYALA EDUARDO		146 CENTER ST	NEW GARDEN	19374 PO BOX 82		TOUGHKENAMON PA	
60-1-106	ORTIZ ATANACIA LOPEZ	TORRES EFRAIN NAVARRETE	130 CENTER ST	NEW GARDEN	19374 PO BOX 192		TOUGHKENAMON PA	
60-1Q-7	SAMIII MAHMOOD &	LORRAINE	1190 NEWARK RD	NEW GARDEN	19350 4 MCCORMICK DR		LANDENBERG PA	
60-1Q-8	SAMIII MAHMOOD &	LORRAINE A	1480 BALTIMORE PK	NEW GARDEN	19350 4 MCCORMICK DR		LANDENBERG PA	
60-1Q-9	LGB-1470 WEST BALTIMORE PIKE LLC		1470 BALTIMORE PK	NEW GARDEN	19348 326 W CEDAR ST		LANDENBERG PA	
60-1Q-10	SMOLINSKI NANCY L		1464 BALTIMORE PK	NEW GARDEN	19390 47 OAKLAND AVE		LANDENBERG PA	
60-1Q-11	SAMIII MAHMOOD &	LORRAINE A	1460 BALTIMORE PK	NEW GARDEN	19350 4 MCCORMICK DR		LANDENBERG PA	
60-1Q-12	SCOTT JAMES F		141 CHURCH ST	NEW GARDEN	19374 PO BOX 336		WEST GROVE PA	KENNETT SQUARE PA
60-1Q-12.1	SCOTT JAMES F	SCOTT SANDRA L	137 CHURCH ST	NEW GARDEN	19374 PO BOX 336		TOUGHKENAMON PA	
60-1Q-13	AYALA ANTONIO VERGARA	DEVERGARA YOLANDA VARGAS	1440 BALTIMORE PK	NEW GARDEN	19350 205 SKYCREST DR		LANDENBERG PA	
60-1Q-13.1	AYALA ANTONIO VERGARA	DEVERGARA YOLANDA VARGAS	1436 BALTIMORE PK	NEW GARDEN	19350 205 SKYCREST DR		LANDENBERG PA	
60-1Q-14	PRESBYTERIAN CHURCH		147 CHURCH ST	NEW GARDEN	19374 TOUGHKENAMON PA		TOUGHKENAMON PA	
60-1Q-15	LGB-1470 WEST BALTIMORE PIKE LLC		125 CHURCH ST	NEW GARDEN	19348 326 W CEDAR ST		STE 3	KENNETT SQUARE PA
60-1Q-16	LGB-1470 WEST BALTIMORE PIKE LLC		119 CHURCH ST	NEW GARDEN	19348 326 W CEDAR ST		STE 3	KENNETT SQUARE PA
60-1Q-17	LGB-1470 WEST BALTIMORE PIKE LLC		117 CHURCH ST	NEW GARDEN	19348 326 W CEDAR ST		STE 3	KENNETT SQUARE PA
60-1Q-18	RDI PROPERTY GROUP LLC		1180 NEWARK RD	NEW GARDEN	19017 PO BOX 702		CHESTER HEIGHTS PA	
60-1Q-22	MARIANI DANIEL P &	LESUE N	1150 NEWARK RD	NEW GARDEN	19375 PO BOX 642		UNIONVILLE PA	
60-1Q-23	RODRIGUEZ JOSE R JR		1160 NEWARK RD	NEW GARDEN	19374 1160 NEWARK RD		TOUGHKENAMON PA	
60-1Q-24	LIU ZHEN	ZHANG YUAN ETAL	1170 NEWARK RD	NEW GARDEN	19707 27 WESTWOODS BLVD		HOCKESSIN DE	
60-1Q-25	OLVERA-BEDOLLA JOSE		112 CHURCH ST	NEW GARDEN	19363 8500 HICKORY HILL RD		OXFORD PA	
60-1Q-26	TANG FENG		114 CHURCH ST	NEW GARDEN	19311 1202 GLEN WILLOW RD		AVONDALE PA	
60-1Q-27	PRICE EUGENE G		116 CHURCH ST	NEW GARDEN	19374 116 CHURCH ST		TOUGHKENAMON PA	
60-1Q-28	SAMIII MAHMOOD	SAMIII LORRAINE	118 CHURCH ST	NEW GARDEN	19350 4 MCCORMICK DR		LANDENBERG PA	
60-1Q-30.1	ROCK OF REFUGE	ASSEMBLY OF GOD	123 MAIN ST	NEW GARDEN	19380 201 S MATLACK ST		APT E17	WEST CHESTER PA
60-1Q-31	TANG DI		126 CHURCH ST	NEW GARDEN	19311 1202 GLEN WILLOW RD		AVONDALE PA	
60-1Q-32	HOPKINS MICHAEL L &	DONNA M	131 MAIN ST	NEW GARDEN	19311 PO BOX 826		BOX 224	TOUGHKENAMON PA
60-1Q-33	DICKINSON CLARENCE B	DICKINSON RICHARD ALLEN	127 MAIN ST	NEW GARDEN	19374 127 MAIN ST		TOUGHKENAMON PA	
60-1Q-35	NUNAN CO INC		1440 NEWARK RD	NEW GARDEN	19374 PO BOX 482		505 S BROAD ST	KENNETT SQUARE PA
60-1Q-36	EAST PENN RAILWAYS INC		1130 NEWARK RD	NEW GARDEN	19363 135 N FIFTH ST		OXFORD PA	
60-1Q-37	SUNNY DELL FOODS INC		1120 NEWARK RD	NEW GARDEN	19348 C/O EAST PENN RAILROAD LLC		TOUGHKENAMON PA	
60-1Q-37.1	NUNAN CO INC		1130 NEWARK RD	NEW GARDEN	19363 135 N FIFTH ST		TOUGHKENAMON PA	
60-1R-1	MYERS ROBERT L &	BRENDA H	151 CHURCH ST	NEW GARDEN	19374 PO BOX 482		AVONDALE PA	
60-1R-2	BUTTRON MIGUEL JR		155 CHURCH ST	NEW GARDEN	19311 708 GLEN WILLOW RD		OXFORD PA	
60-1R-3	ZEBLEY JEANETTE J RESIDUARY	ZEBLEY R STEVEN TRU	1400 BALTIMORE PK	NEW GARDEN	19374 PO BOX 482		AVONDALE PA	
60-1R-4	SALAZAR LUIS ALBERTO MORALES		161 CHURCH ST	NEW GARDEN	19311 770 CHAMBERS ROCK RD		PO BOX 216	TOUGHKENAMON PA
60-1R-3.2	VELAZQUEZ REBECCA		305 CENTER ST	NEW GARDEN	19711 770 CHAMBERS ROCK RD		NEWARK DE	
60-1R-4	PERROTTI ROBERT J &	EDNA	138 CHURCH ST	NEW GARDEN	19350 1022 SARAH DR		PO BOX 23	TOUGHKENAMON PA
60-1R-5	LIDDICK TIMOTHY	LIDDICK DOROTHY M	139 MAIN ST	NEW GARDEN	19374 139 MAIN ST		LANDENBERG PA	
60-1R-6	UNITED PRES CHURCH		141 MAIN ST	NEW GARDEN	19374 C/O MRS R WICHERSHAM		TOUGHKENAMON PA	
60-1R-7	RODRIGUEZ JOSE MATEO		143 MAIN ST	NEW GARDEN	19374 PO BOX 473		TOUGHKENAMON PA	
60-1R-8	RODRIGUEZ JOSE MATEO		145 MAIN ST	NEW GARDEN	19374 PO BOX 473		TOUGHKENAMON PA	
60-1R-9	COX RONALD P		147 MAIN ST	NEW GARDEN	19374 PO BOX 231		TOUGHKENAMON PA	
60-1R-10	NAVA AARON LUNA		170 CHURCH ST	NEW GARDEN	19363 121 COOPER LN		OXFORD PA	
60-1R-11	SMITH RACHEL I	SMITH JAMES AJR	245 UNION ST	NEW GARDEN	19374 PO BOX 122		TOUGHKENAMON PA	
60-1R-13	LEONE NICHOLAS S		310 CENTER ST	NEW GARDEN	19374 310 CENTER ST		TOUGHKENAMON PA	

60-1R-14.1	SNAJDR SUZANNE I REVOCABLE SNAJDR SUZANNE I TRU		306 CENTER ST	NEW GARDEN	19374 306 CENTER ST	TOUGHKENAMON PA
60-1R-15	SMITH WILLIAM R &	YVONNE G	302 CENTER ST	NEW GARDEN	19374 PO BOX 60	TOUGHKENAMON PA
60-1R-16	SMITH WILLIAM R &	YVONNE G	220 CENTER ST	NEW GARDEN	19374 PO BOX 60	TOUGHKENAMON PA
60-1R-16.1	SMITH LIVONA JR		216 CENTER ST	NEW GARDEN	19374 PO BOX 182	TOUGHKENAMON PA
60-1R-17	SMITH LIVONA JR		212 CENTER ST	NEW GARDEN	19374 PO BOX 182	TOUGHKENAMON PA
60-1R-18	CIVILETTI VINCENT R	BOWEN KIMBERLY	204 CENTER ST	NEW GARDEN	19374 204 CENTER ST	TOUGHKENAMON PA
60-1R-20	CARSON ROSS H		223 UNION ST	NEW GARDEN	19348 489 PEMBERTON RD	KENNETT SQUARE PA
60-1R-20.1	STURGIS JOHN K &	FLORENCE W	225 UNION ST	NEW GARDEN	19348 286 LINE RD	KENNETT SQUARE PA
60-1R-21	RODRIGUEZ JOSE MATEO		132 MAIN ST	NEW GARDEN	19374 PO BOX 473	TOUGHKENAMON PA
60-1R-22	ALLIANCE FOR BETTER HOUSING		140 MAIN ST	NEW GARDEN	19348 648 BUENA VISTA DR	KENNETT SQUARE PA
60-1R-23	ALLIANCE FOR BETTER HOUSING INC		142 MAIN ST	NEW GARDEN	19348 648 BUENA VISTA DR	KENNETT SQUARE PA
60-1R-24.1	BREWER JAMES A		146 MAIN ST	NEW GARDEN	19374 146 MAIN ST	PO BOX 341
60-1R-25	BREWER JAMES A		150 MAIN ST	NEW GARDEN	19374 MAIN ST	TOUGHKENAMON PA
60-1R-26	SISTERS REALTY LLC		155 CENTER ST	NEW GARDEN	19374 PO BOX 303	TOUGHKENAMON PA
60-1R-27	EAST PENN RAILWAYS INC		135 WILLOW ST	NEW GARDEN	19348 C/O EAST PENN RAILROAD LLC	KENNETT SQUARE PA
60-1R-28	BROTHERS PROPERTIES LLC		175 WILLOW ST	NEW GARDEN	19348 PO BOX 1016	KENNETT SQUARE PA
60-1R-29	SUNNY DELL FOODS INC		181 WILLOW ST	NEW GARDEN	19363 135 N FIFTH ST	OXFORD PA
60-1R-30	SUNNY DELL FOODS INC		183 WILLOW ST	NEW GARDEN	19363 135 N FIFTH ST	OXFORD PA
60-1R-31	SANTOYO JUAN	UBINAS-DEIESUS ADA N	187 WILLOW ST	NEW GARDEN	19352 86 MCCORMICK WAY	LINCOLN UNIVERSITY PA
60-1R-32	MILLER CHRISTOPHER		141 CENTER ST	NEW GARDEN	19374 187 WILLOW ST	TOUGHKENAMON PA
60-1R-33.1	ROCHESTER JOHN E &	JACQUELINE E	141 CENTER ST	NEW GARDEN	19399 PO BOX 432	TOUGHKENAMON PA
60-1R-34	RENTERS SOLUTION LLC		150 CENTER ST	NEW GARDEN	19342 207 N AZALEA CRT	GLEN MILLS PA
60-1R-35	PEDICONE VICTOR G JR &	CARLA M	214 MAIN ST	NEW GARDEN	19350 PO BOX 94	LANDENBERG PA
60-3-129	AYALA ROBERTO CARLOS NIETO		170 WILLOW ST	NEW GARDEN	19390 320 WOODCREST RD	WEST GROVE PA
60-3-130	AYALA ROBERTO CARLOS NIETO		172 WILLOW ST	NEW GARDEN	19390 320 WOODCREST RD	WEST GROVE PA
60-3-131.1	BROTHERS PROPERTIES LLC		176 WILLOW ST	NEW GARDEN	19348 PO BOX 1016	KENNETT SQUARE PA
60-3C-9	NUNAN CHARLES R &	CHRISTINE L	101 WILLOW ST	NEW GARDEN	19374 PO BOX 482	TOUGHKENAMON PA

**New Garden Township**

**Conditional Use Application of Robert J. Perrotti and Edna Perrotti**

**138 Church Street, Toughkenamon Village**

**(UPI No. 60-1R-4)**

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**Applicants Exhibits**

<b><u>Exhibit Number</u></b>	<b><u>Description</u></b>
A-1 .....	Deed
A-2 .....	Chester County tax map (1)
A-3 .....	Arial images of UPI #60-1R-4 (from ChescoViews) (2)
A-4 .....	CV of Mark Padula, P.E. (Padula Engineering)
A-5 .....	Site plan of UPI #60-1R-4, prepared by Padula Engineering



Prepared by:  
Jenkins Land Transfer  
10 Penn View Drive  
West Grove, PA 19390



RETURN TO

Return to:  
Jenkins Land Transfer  
10 Penn View Drive  
West grove, PA 19390

UPI # 60-1R-4 ✓

COPY

**THIS DEED** made this 13<sup>th</sup> day of February, 2006

**BETWEEN** Guido Martelli and Mary L. Martelli, his wife, and Anna Martelli  
(hereinafter called Grantors), of the one part, and  
Robert J. Perrotti and Edna Perrotti, husband and wife  
(hereinafter called the Grantees), of the other part,

**WITNESSETH**, That in consideration of -----  
----- and 00/100-----Dollars  
in hand paid, the receipt whereof is hereby acknowledged, the said Grantors do hereby grant and  
convey unto the said Grantees, their heirs and assigns, as tenants by the entirety

ALL THAT CERTAIN message and lot or land situate in the Village of Toughkenamon,  
Township of New Garden, bounded and described as follows:

BEGINNING at a stone in the middle of Temperance Street, a corner of land of William Howard,  
deceased; thence by said lot of land North twenty-six degrees West, two hundred and fifty-four  
and one-half feet to a stone in the middle of Cope Street; thence along the middle of said street  
South sixty-four degrees West, one hundred and twenty-seven feet to a stone a corner of lot now  
or late of Hannah Jane Bingham; thence by said Bingham's lot South twenty-six degrees East,  
two hundred and fifty-four and one-half feet to a stone in the middle of Temperance Street;



thence along the middle of said street North sixty-four degrees East, one hundred and twenty-seven feet to the place of beginning.

CONTAINING thirty-two thousand three hundred and twenty-two square feet of ground, be the same more or less.

BEING UPI # 60-1R-4

BEING INTER ALIA THE SAME premises which Angeline Martelli by Deed dated May 9, 1975 and recorded December 18, 1975 in Chester County in Deed Book C47 page 197 conveyed unto Guido Martelli and Mary I Martelli, his wife, and Anthony J. Martelli and Anna Martelli, his wife, in fee.

AND the said Anthony J. Martelli has since departed this life on OCT. 13, 2004 whereby his interest became vested in Anna Martelli.

AND the said Grantors do hereby covenant to and with the said Grantees that, the said Grantors SHALL AND WILL, Warrant and forever Defend the herein above described premises, with the hereditaments and appurtenances, unto the said Grantees and assigns, against the said Grantors and against every other person lawfully claiming or who shall hereafter claim the same or any part thereof, by, from or under or any of them.

IN WITNESS WHEREOF, the said Grantors have caused these presents to be duly executed, the day and year first above written.

SEALED AND DELIVERED In the Presence of:

[Signature] (SEAL)  
Guido Martelli

[Signature] (SEAL)  
Mary I. Martelli

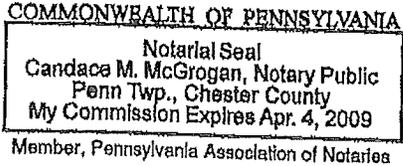
[Signature] (SEAL)  
Anna Martelli

Unofficial Copy

Commonwealth of Pennsylvania:

County of Chester:

On this, the 13<sup>th</sup> day of February, 2006, before me, the undersigned officer, personally appeared Guido Martelli, Mary I. Martelli and Anna Martelli known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.



*Candace M. McGrogan*  
Notary Public

I, Robert J. Perrotti, hereby certify that the address of the above Grantees is:

1022 Sarah Drive  
Landenberg, PA 19350  
*Robert J. Perrotti*

JLT 3289  
1022 Sarah Drive

Landenberg, PA 19350

BY: Robert J. Perrotti

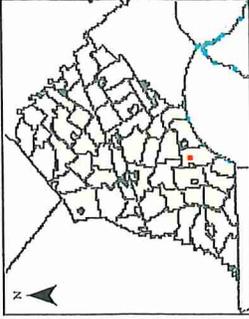
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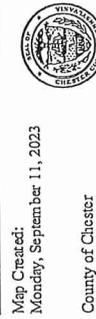
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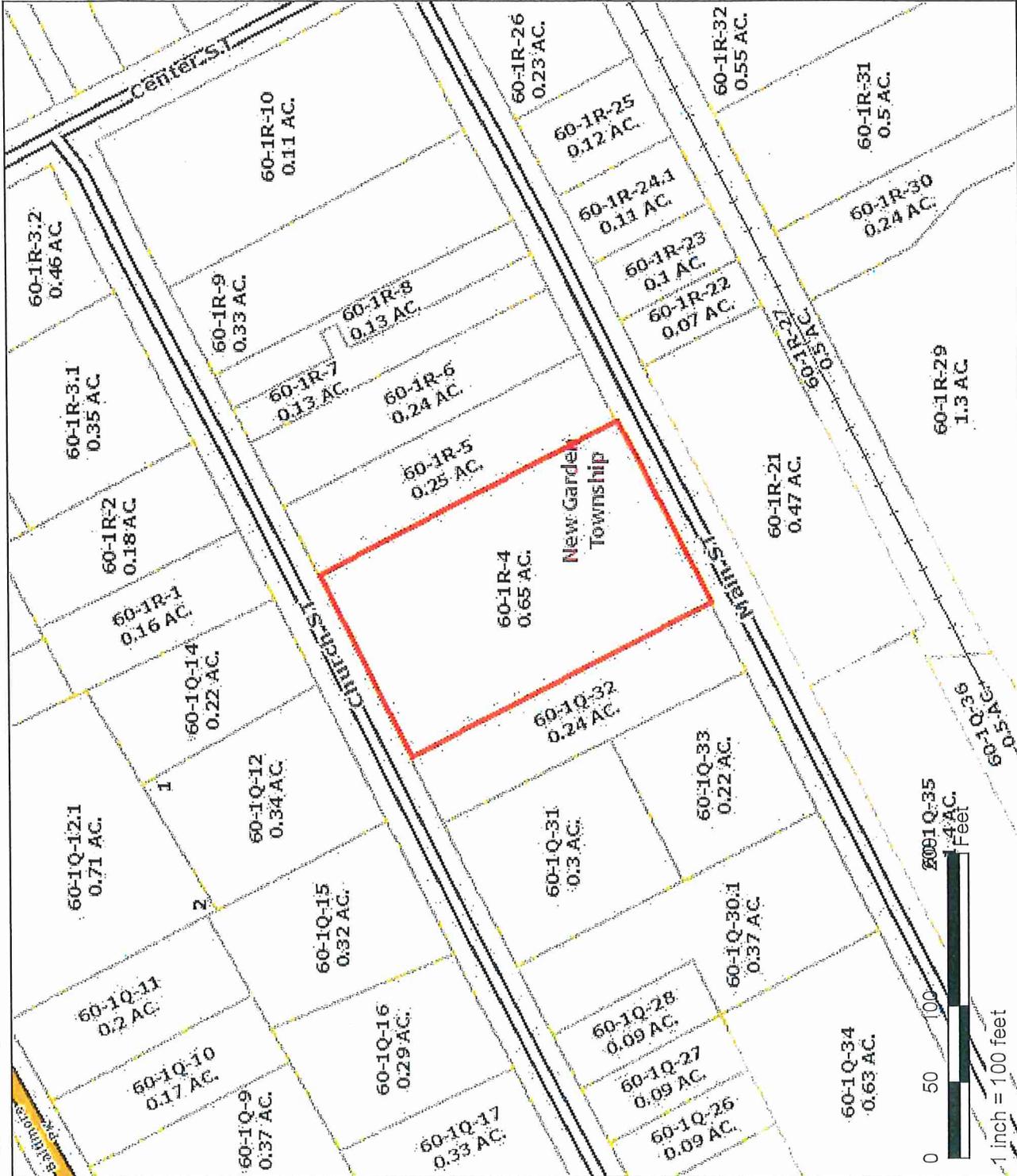
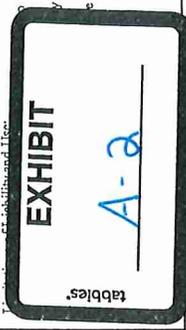
Find UPI Information

PARID: 6001R0004-0000  
 UPI: 60-1R-4  
 Owner:1: PERROTTI ROBERT J &  
 Owner:2: EDNA  
 Mail Address 1: 1022 SARAH DR  
 Mail Address 2: LANDENBERG PA  
 Mail Address 3:  
 ZIP Code: 19350  
 Deed Book: 6766  
 Deed Page: 314  
 Deed Recorded Date: 02/15/2006  
 Legal Desc 1: NS MAIN ST  
 Legal Desc 2: LOT & MBL HM  
 Acres: 0.6458  
 LUC: R-70  
 Lot Assessment: 20000  
 Property Assessment: 11610  
 Total Assessment: 31610  
 Assessment Date: 12/16/2022 7:49:49 AM  
 Property Address: 158 CHURCH ST  
 Municipality: NEW GARDEN  
 School District: Kennett Consolidated

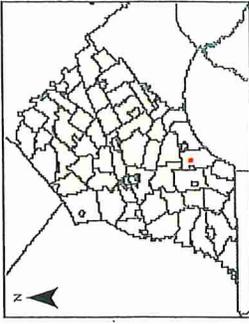


Map Created:  
Monday, September 11, 2023

County of Chester







Find Address Information

PARID: 6001R00040000  
 UPE: 60-1R-4  
 Owner: FERROTTI ROBERT J &  
 Owner2: EDNA  
 Mail Address 1: 1022 SARA H DR  
 Mail Address 2: LANDENBERG PA  
 Mail Address 3:  
 ZIP Code: 19350  
 Deed Book: 6766  
 Deed Page: 314  
 Deed Recorded Date: 02/15/2006  
 Legal Desc 1: NS MAIN ST  
 Legal Desc 2: LOT & MBL HM  
 Acres: 0.6458  
 LUC: R-70  
 Lot Assessment: 2000  
 Property Assessment: 11610  
 Total Assessment: 31610  
 Assessment Date: 12/16/2022 7:49:49 AM  
 Property Address: 138 CHURCH ST  
 Municipality: NEW GARDEN  
 School District: Kennett Consolidated

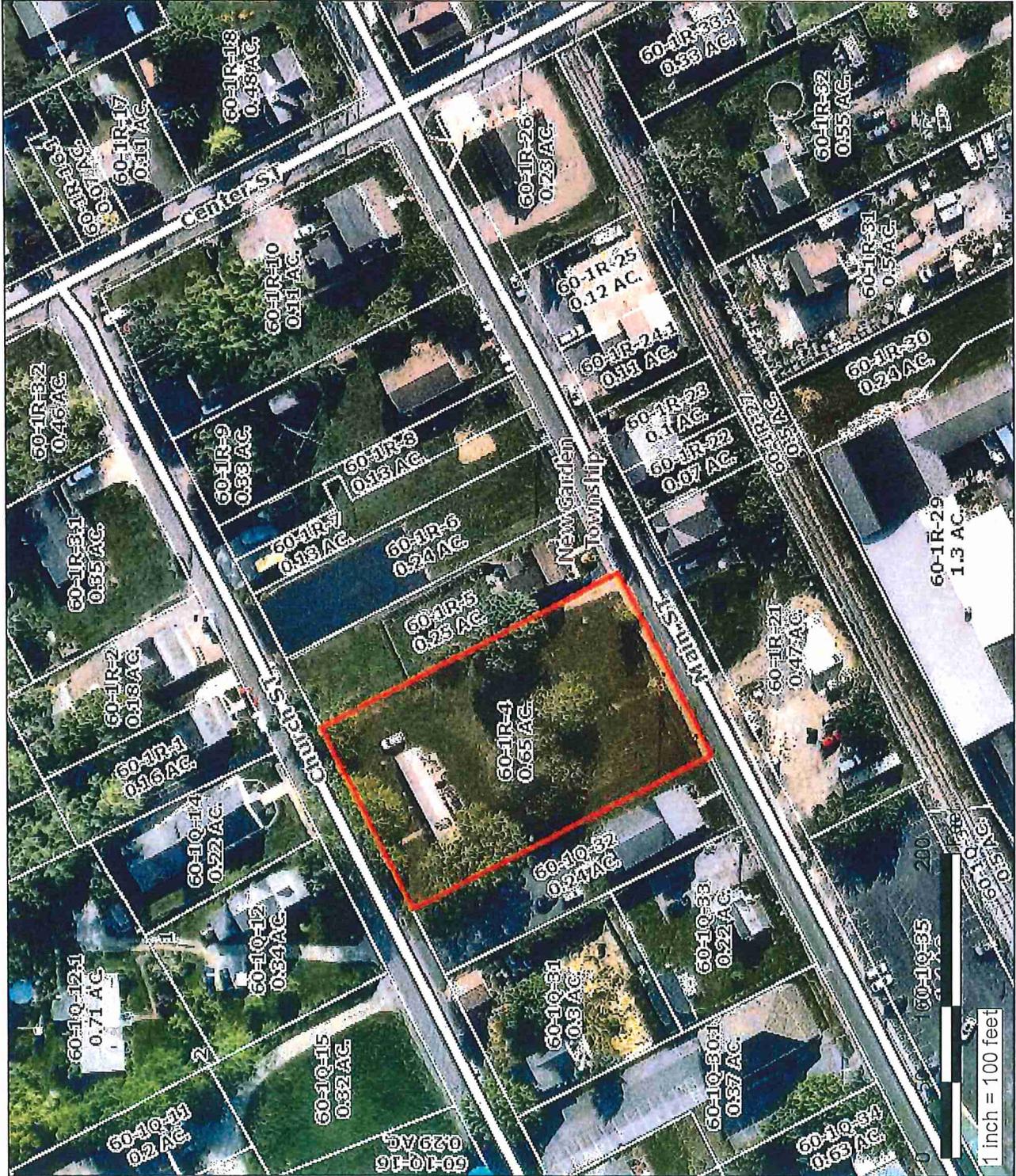


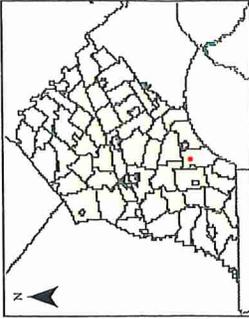
Map Created:  
Tuesday, June 6, 2023

County of Chester

EXHIBIT  
A-3

Tables





Find Address Information

PAR ID : 6001R00040000  
 UPI: 60-1R-4  
 Owner1: PERROTTI ROBERT J &  
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County of Chester



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## Curriculum Vitae of Mark Padula, P.E.

### Work Experience:

- April 2019 to Present      Principal Padula Engineering Company
- Civil Engineering (Land Use and Stormwater Management Consulting)
- August 2016 to April 2019      Project Manager for Inland Design, LLC
- Client relationships and project management.
  - Manage subdivision and land development projects for private, institutional, and commercial clients from inception to completion.
  - Coordinate and schedule work to meet client and municipal schedules.
  - Provide engineering design and quality control during design phase.
  - Prepare permit applications and other reports to various regulatory agencies.
  - Attend public meetings to present project to municipal boards.
  - Assist Township Engineer (Special Project).
- August 2015 to August 2016      Senior Project Manager for Yerkes Associates, Inc.
- Client relationships and project management.
  - Perform duties of Township Engineer and assist associate with the duties of Township Engineer as workload required.
  - Manage subdivision and land development projects for private, institutional, and commercial clients from inception to completion.

- Coordinate and schedule work to meet client and municipal schedules.
- Provide engineering design and quality control during design phase.
- Prepare permit applications and other reports to various regulatory agencies.
- Attend public meetings and hearings to present project to municipal boards.

August 2014 to August 2015 Project Engineer for Herbert E. MacCombie, Jr., PE, Inc.

- Perform grading design for large and small sites for municipal and private clients.
- Perform stormwater management design and calculations, and hydraulic calculations.
- Designed erosion and sedimentation control plans and calculations.
- Prepare various permit applications for submission to agencies.
- Assist Township Engineer.
- Prepare Act 537 Plans.

February 2014 to August 2014 Consulting Engineer

- Develop client leads.
- Client relationships and project management.
- Prepare building permit plans, sketch plans, grading and erosion control plans and stormwater management calculations for private clients.

October 2013 to February 2014 Project Manager for Inland Design, LLC

- Manage subdivision and land development projects for private and commercial clients.
- Coordinate and schedule work to meet client and municipal schedules.

- Provide engineering design and quality control during design phase.
- Prepare permit applications and other reports to various regulatory agencies.
- Attend public meetings to present project to municipal boards.

March 2004 to October 2013 Project Manager for Register Associates, Inc.

- Client relationships and project management.
- Manage subdivision and land development projects for private, institutional, and commercial clients from inception to completion.
- Coordinate and schedule work to meet client and municipal schedules.
- Provide engineering design and quality control during design phase.
- Prepare permit applications and other reports to various regulatory agencies.
- Attend public meetings to present project to municipal boards.

June 2001 to March 2004 Project Manager for Herbert, Rowland and Grubic, Inc.

- Provide Municipal Engineering services for several municipalities.
- Performed subdivision and land development plan reviews for residential and commercial projects.
- Prepared municipal permit applications for submission to various agencies.
- Prepared plans and specifications for public works projects.
- Serve as municipal field representative for public improvement projects.

April 2000 to June 2017

Managing Member of Padula Brothers, L.L.C. (A real estate investment company)

- Purchase rental properties in Ocean City, NJ.
- Purchase and rent office space in Sea Isle City, NJ.
- Construct high-end single-family residential dwelling for sale to the public, Ocean City and Sea Isle City, NJ, and Hatteras, Frisco and Buxton, NC.
- Construct and operate storage units in Dennis Township, NJ.
- Own and operate Elite Home Automation, Avalon, NJ.

January 1997 to June 2001

Project Manager for Vollmer Associates, L.L.P.

- Manage subdivision and land development projects for municipal, private, institutional, and commercial clients from inception to completion.
- Assist Township Engineer for several municipalities.
- Coordinate and schedule work to meet client and municipal schedules.
- Provide engineering design and quality control during design phase.
- Prepare permit applications and other reports to various regulatory agencies.
- Attend public meetings to present project to municipal boards.

June 1993 to January 1997

Project Professional for Vollmer Associates, L.L.P.

- Assist Senior level professionals and project managers.
- Assist Township Engineer for several municipalities.
- Perform hydrologic and hydraulic calculations for large and small sites.
- Designed erosion and sedimentation control plans and calculations.
- Assist with client relationships and project management.

---

Padula Engineering Company  
780 East Market Street, Suite 275  
West Chester, PA 19382  
(610) 696-9900

- Prepare permit applications for submission to various agencies.

**Municipal Work Experience:**

- June 1993 to June 2001      Assistant to Township/Borough Engineer
- Aston Township
  - Upper Chichester Township
  - Chester Heights Borough
  - Trainer Borough
- January 1996 to June 2001      Assistant to Township/Borough Engineer
- Edgmont Township
  - Collingdale Borough
  - Prospect Park Borough
- June 2001 to March 2004      Subdivision and Land Development Plan Review Engineer
- West Caln Township
- June 2001 to March 2004      Assistant to Township Engineer
- East Cocalico Township
  - Rapho Township (Special Project)
- June 2001 to March 2004      Site Engineer for Public Works Project
- West Chester Borough Public Works Department
- June 2001 to March 2004      Site Inspector for Municipal Public Works Project
- Strasburg Borough
- August 2014 to August 2015      Project Engineer
- Tincum Township
- August 2014 to August 2015      Project Engineer for Act 537 Plan Update

- Sadsbury Township
- East Fallowfield Township

August 2015 to August 2016 Assistant to Township Engineer

- Edgmont Township
- Thornbury Township
- Willistown Township

October 2015 to May 2016 Township Engineer

- East Brandywine Township

August 2016 to April 2019 Assistant to Township Engineer

- East Brandywine Township (Special Project)

**Education:**

May 1997 Masters of Science  
Environmental Engineering and Engineering Management  
Widener University, Chester, PA

May 1993 Bachelors of Science  
Civil Engineering  
Widener University, Chester, PA

**Professional Licenses:**

June 2002 Professional Engineer, Commonwealth of Pennsylvania

May 2009 Professional Engineer, State of Delaware

June 2009 Professional Engineer, State of Maryland

**Continuing Education/Professional Development Hours:**

1993 to Present      I participate in various seminars, workshops and other educational opportunities to continually develop and expand my knowledge and understanding of my profession. I also participate in leadership, ethics, negotiation and client relationship seminars, programs, workshops and conferences.

**Expert Witness:**

I have been sworn in and provided expert testimony at Conditional Use Hearings, Special Exception Hearings, Zoning Hearings and Common Pleas Court in Delaware and Chester Counties. I have also presented and defended subdivision and land development applications to numerous planning commissions, boards of supervisors, board of commissioners, and councils.



COUNTY OF CHESTER  
P E N N S Y L V A N I A



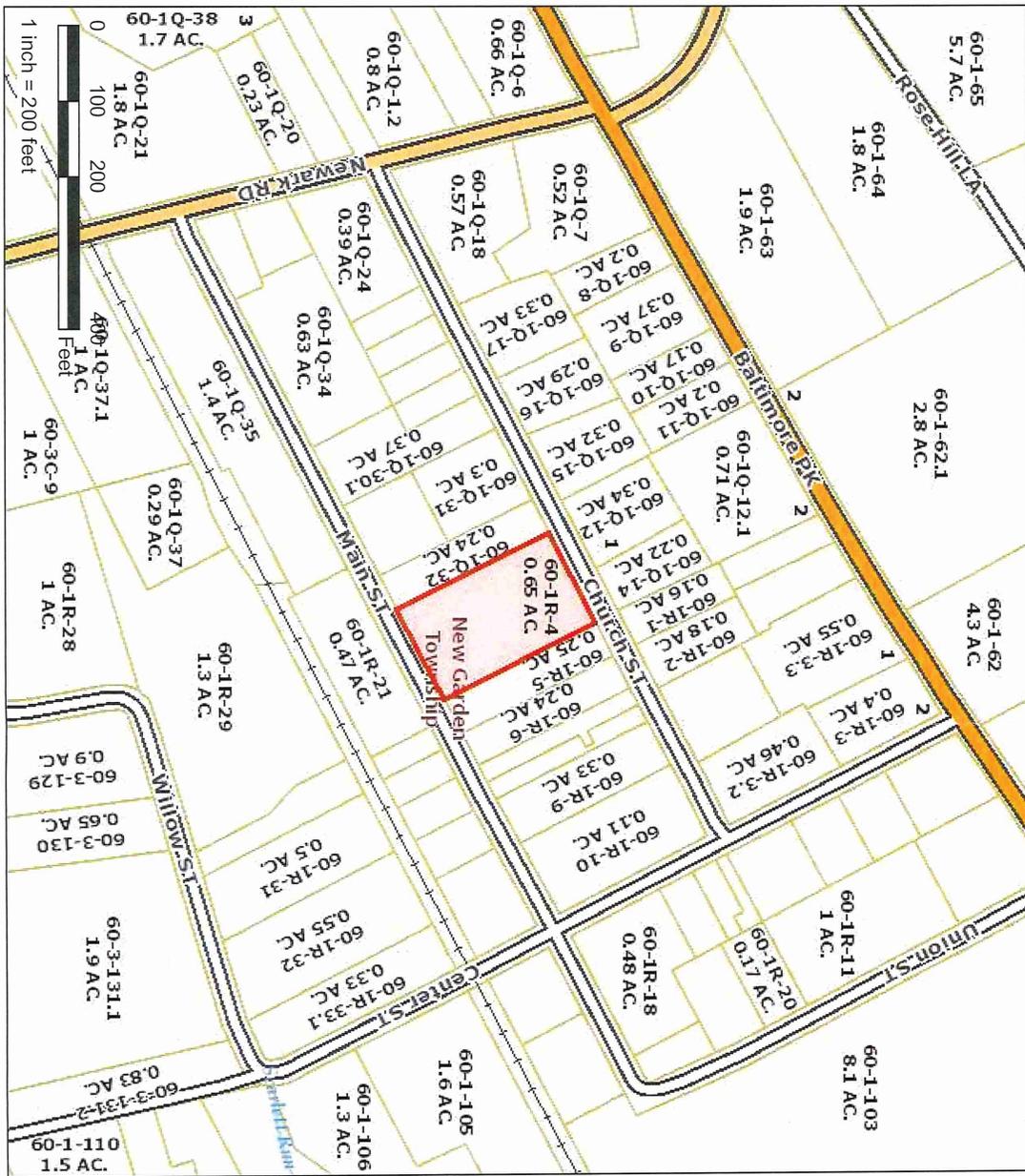
Find Information

PARID: 6001800040000  
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 ZIP Code: 19350  
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 LUC: R-70  
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 Property Assessment: 11610  
 Total Assessment: 31610  
 Assessment Date: 12/16/2022 7:49:49 AM  
 Project Address: 138 CHURCH ST  
 Municipality: NEW GARDEN  
 School District: Kennett Consolidated

Map Created:  
 Monday, August 21, 2023  
 County of Chester



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COUNTY OF CHESTER  
PENNSYLVANIA



Find Information

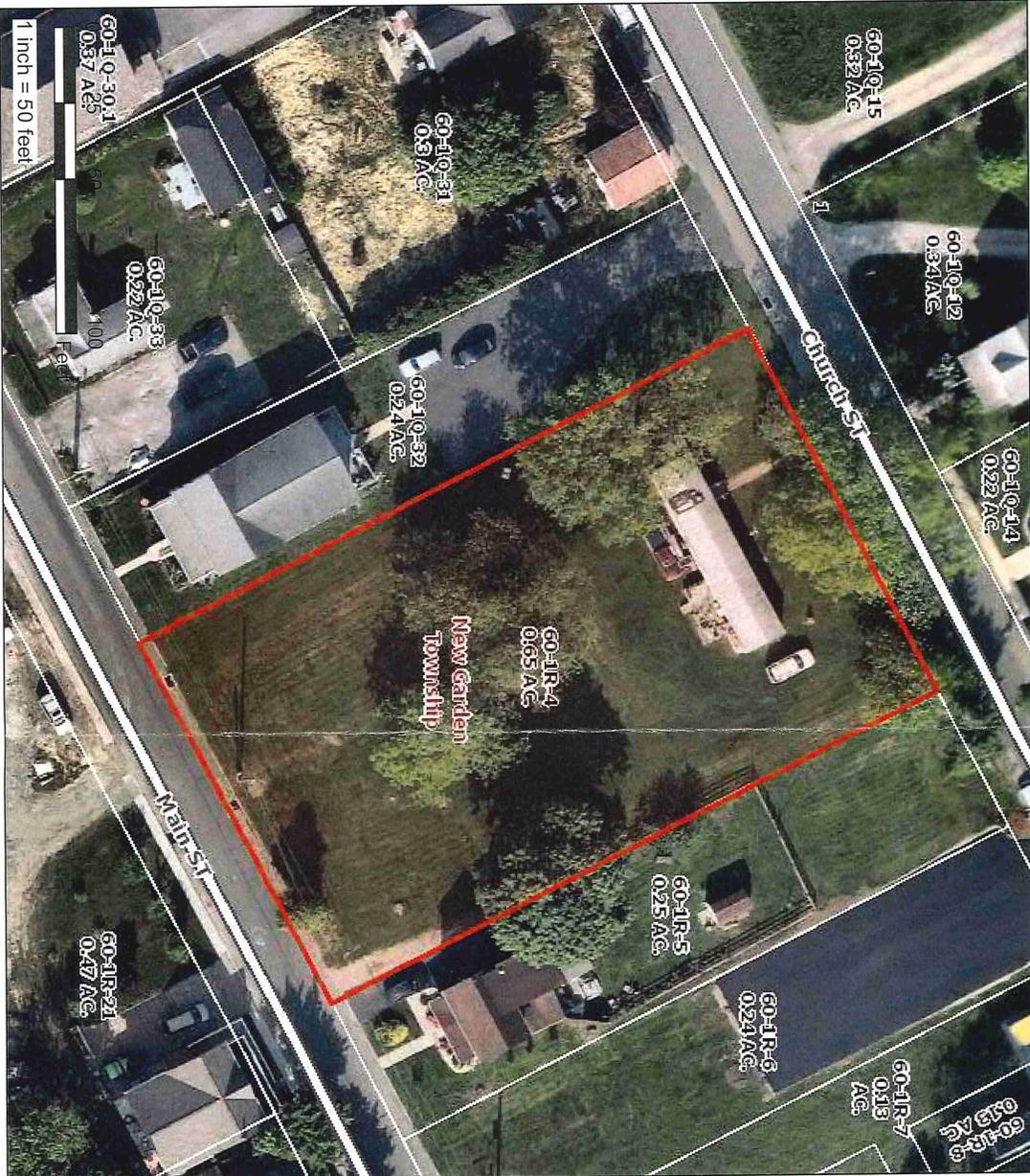
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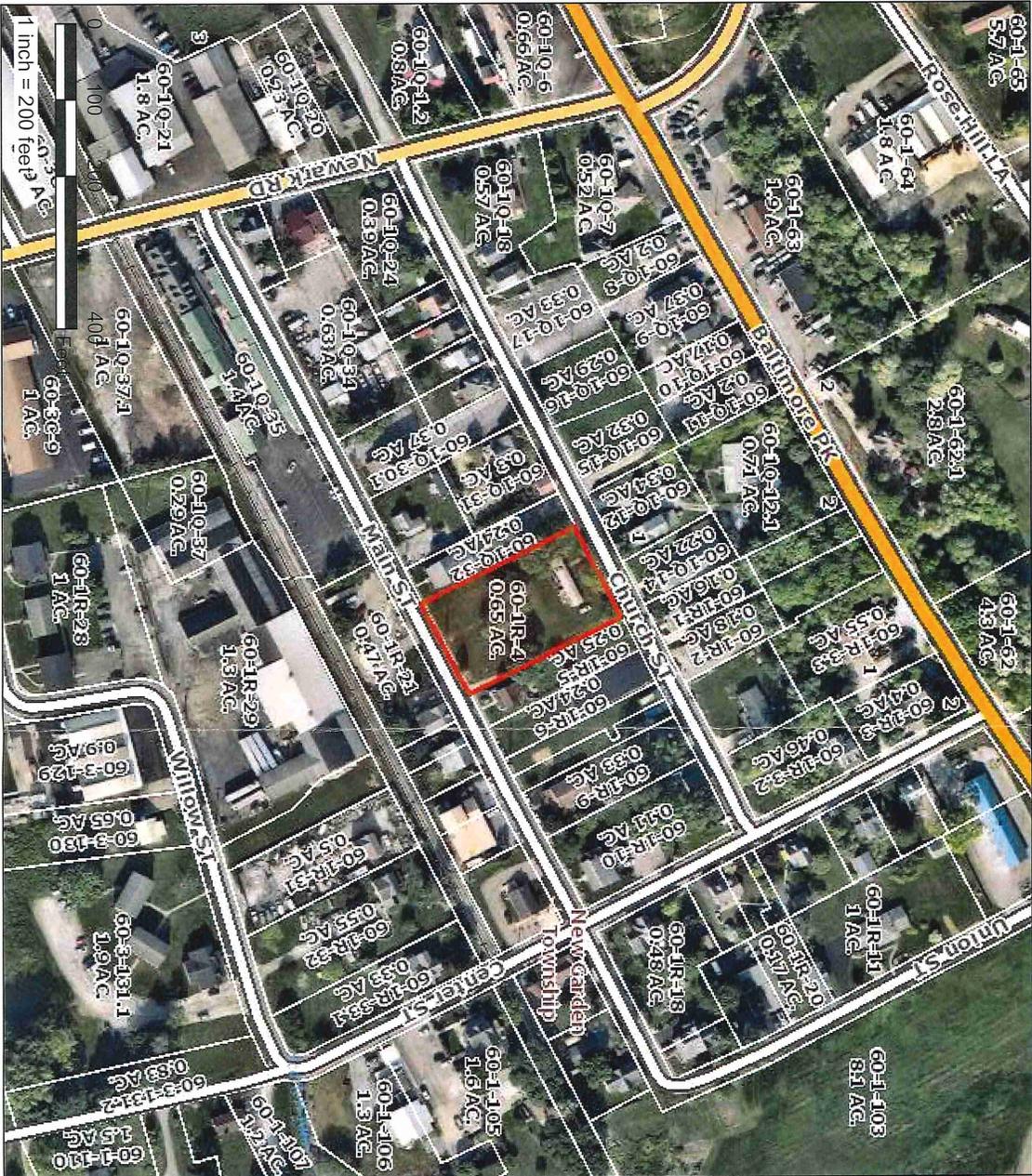


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COUNTY OF CHESTER  
PENNSYLVANIA



Final Information

PAR ID: 6001 R00040000  
 UPL: 60-1R-4  
 Owner: PERROTTI ROBERT J &  
 Owner2: HDNA  
 Mail Address 1: 1022 SARAH DR  
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**NEW GARDEN TOWNSHIP**  
**NOTICE OF CONDITIONAL USE HEARING**

The Board of Supervisors of New Garden Township, Chester County, Pennsylvania will conduct a conditional use hearing on Monday, April 22, 2024 at 6:00 p.m. at the New Garden Township Municipal Building located at 299 Starr Road, Landenberg, PA 19350 to consider the application of Robert J. Perrotti and Edna Perrotti for property they own located at 138 Church Street, Toughkenamon, Pennsylvania, further identified as UPI # 60-1R-4 located in the R-3 Toughkenamon Residential Zoning District. Applicant seeks conditional use approval to develop the property pursuant to the Town Development Option under Section 200-32 proposing to construct 8 residential townhomes on the property.

If you are a person with a disability and wish to attend the hearing scheduled above and require an auxiliary aide, service, or other accommodation to participate in the proceedings, please contact New Garden Township at (610) 268-2915 to discuss how the Township may best accommodate your needs.

WINIFRED MORAN SEBASTIAN, ESQUIRE  
LAMB MCERLANE PC  
SOLICITOR  
NEW GARDEN TOWNSHIP

# Evening of Aviation & FIREWORKS



Presentation by- Aviation Director, Jonathan Martin

## Air Show Planning TO DO

- Air Boss Agreement
- FAA Waiver
- Sponsorship **Packet**
- Event Layout
- Event Parking
- Online Ticket Sales
- Advertising and Marketing
- Performers
- Fly In pilot registration forms
- Event Sound
- Rentals
  - Dumpster
  - Tents
  - Light Towers
  - Tables, Chairs
  - Band
- Fireworks
- Food Vendors
- Craft Vendors
- Beer/Wine
- Oils (Smoke, Engine)
- Drinks, Performer/Volunteer Food
- Volunteer sign up meeting (June 5th, 15th)
- Air Show Insurance
- Hotel, Rental Cars
- Fuel Truck
- T-Shirt Design
- Tickets
- ATM
- Raffle Items

## Evening of Garmin (Sunday or Monday?)

- Invitation to past and future Garmin customers.
- Finger foods wine and beer

**NEW GARDEN**  
FLYING FIELD

Evening of Aviation

**AIR SHOW**  
& Fireworks



Presented By:

**MERRILL**   
A BANK OF AMERICA COMPANY

June 25th (Rain Date June 26th)

[www.newgardenflyingfield.com](http://www.newgardenflyingfield.com)

**GARMIN**®

AUTHORIZED DEALER

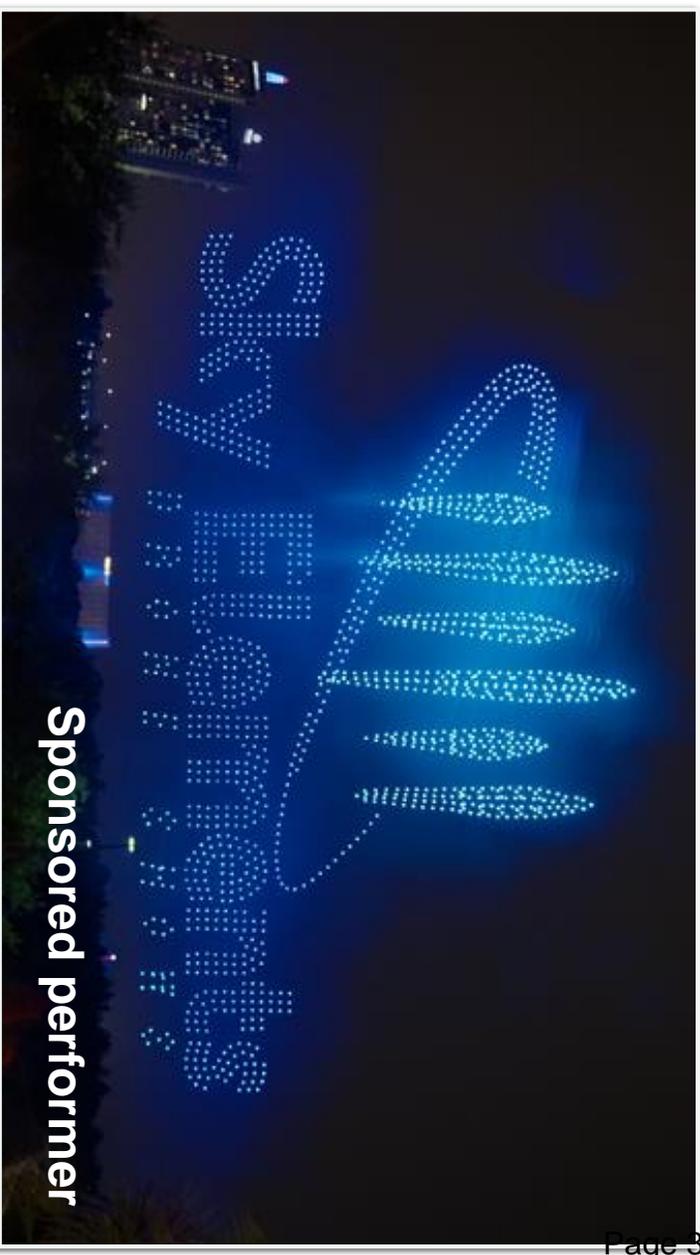
# Air Show Performer Lineup

- Paul Dougherty Air Shows
- Cross Keys Skydive Team
- Kevin Russo Air Shows
- Jersey Jerks (T6 Demo Team)
- Eric Edgren Air Shows
- Nathan Hammond Air Shows
- Sky Elements Drones
- Yukon Sourdough DC3



# Other Planned Attractions

- Car Show
- Monster Truck Rides
- Face Painting
- Mechanical Bull
- Moon bounces
- Magician
- Craft Vendors
- Food Trucks
- Beer & Wine
- LIVE BAND- THE HOLY SMOKERS
- Drone Show
- Fireworks



# Schedule

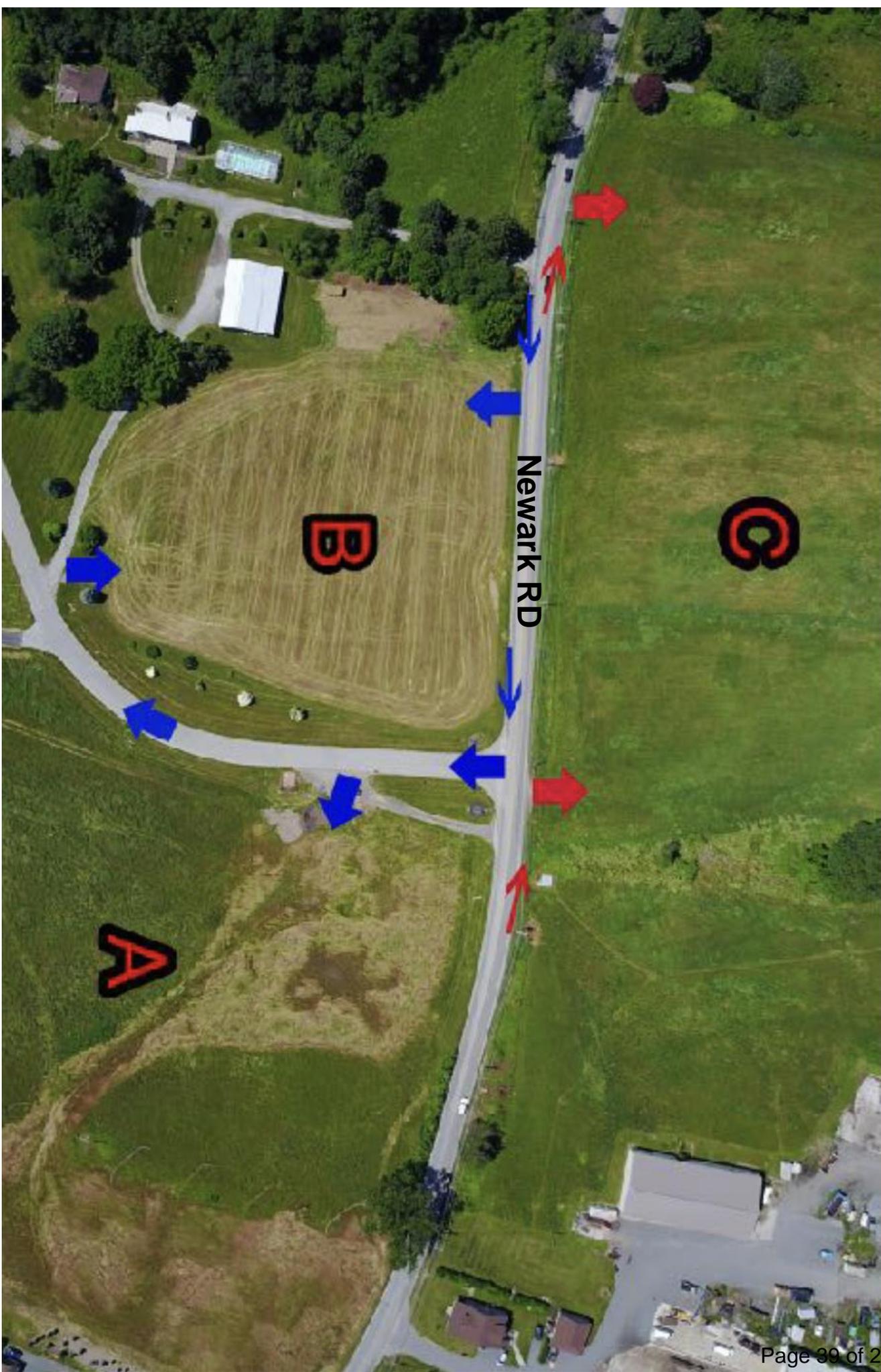
**June 24th (Evening with Garmin @ N57)  
4:30pm-7:30pm Aviation Center**



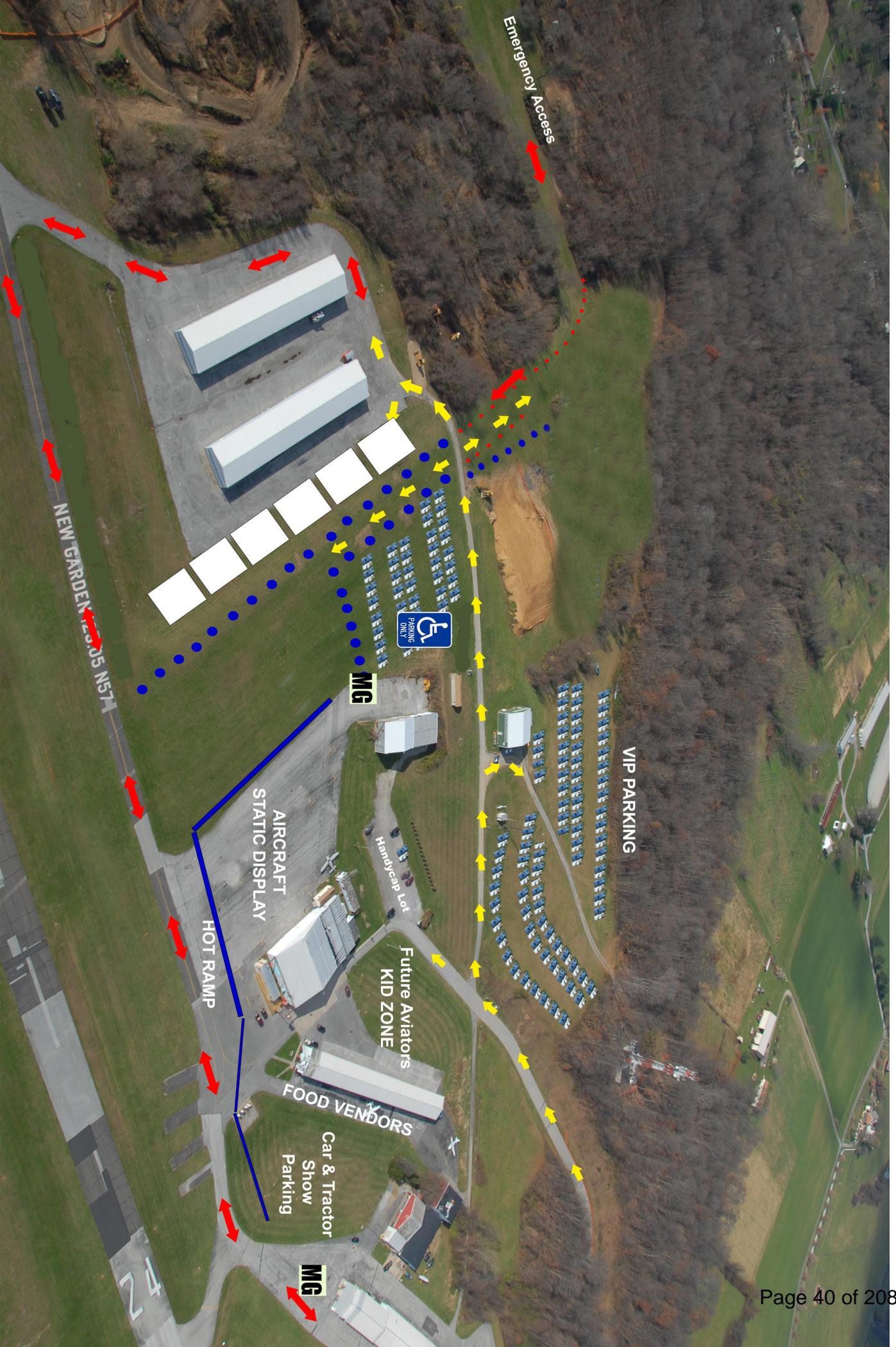
**June 25th (Air Show)- Rain Date June 26th  
2pm-10pm**



# Parking Lots A-B-C



# 2024 Layout



**DC3**

*Antique Cars*

*Antique Cars*

*Antique Cars*

*Military Vehicles*

*Antique Cars*

*Antique Cars*

Comm 1

EMS

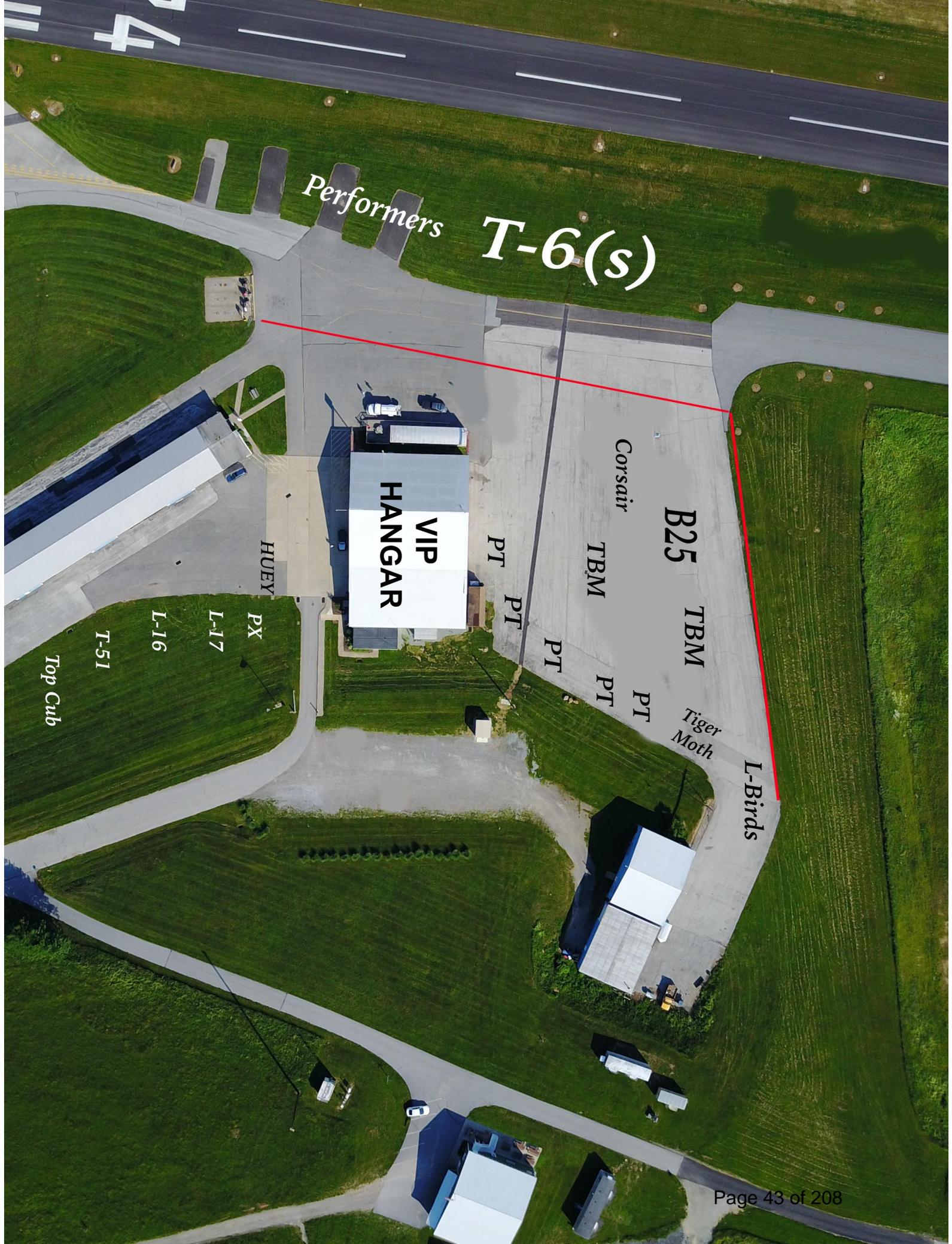
Main Gate

Antique Car  
Parking

Monster  
Trucks

Monster Truck  
Rides





Performers

T-6(s)

VIP  
HANGAR

Corsair

B25

TBM

TBM

Tiger  
Moth

L-Birds

PT

PT

PT

PT

PT

HUEY

PX

L-17

L-16

T-51

Top Cub

# EMS Locations

## EMS LOCATIONS

- Aviation Center- First Aid Station
- East Ramp- COMMI, AMBULANCE

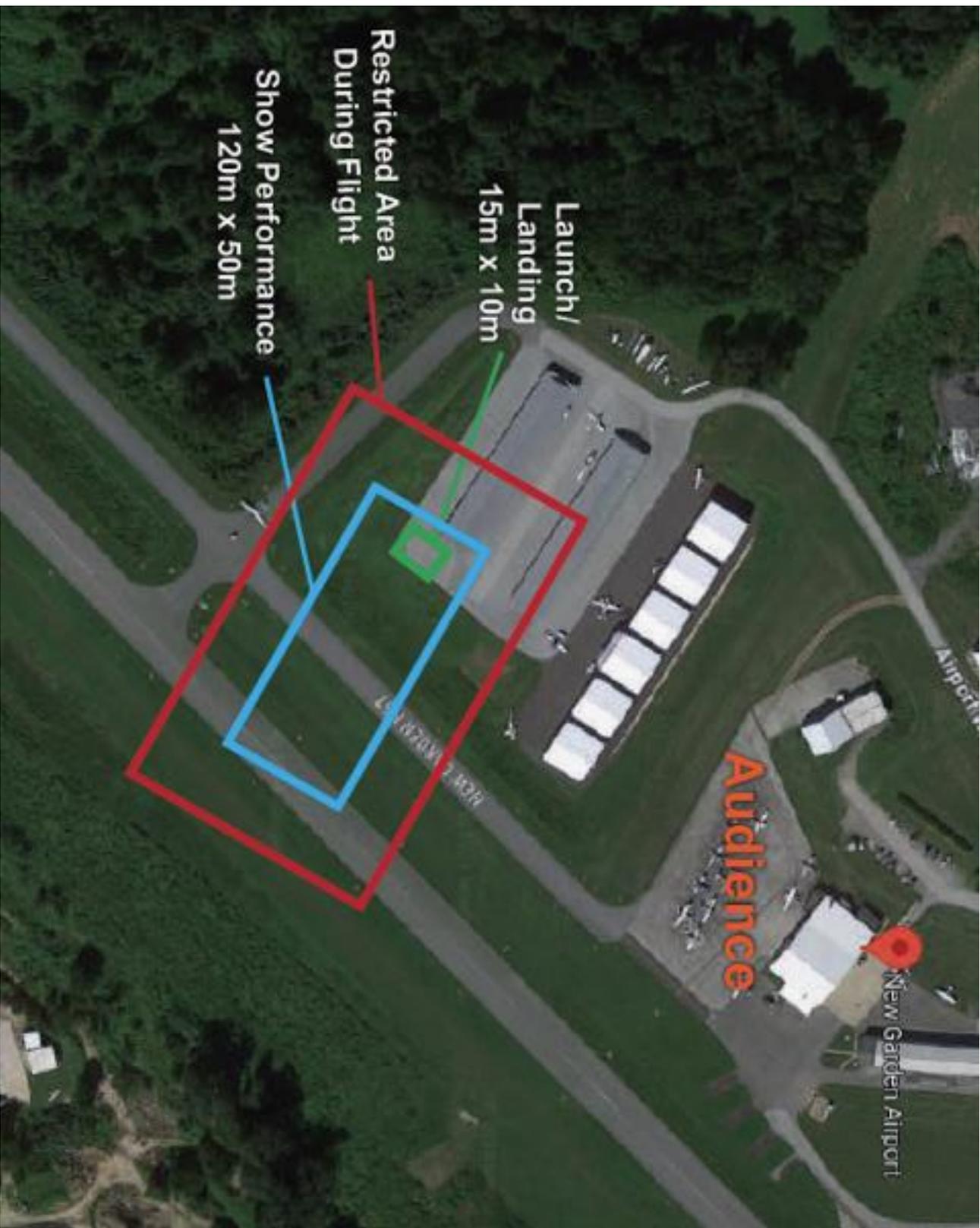


# AIR OPERATIONS

**AEROBATIC BOX**  
**3000 X 1000 FT**



# DRONE SHOW





# NIGHT AIR SHOW MARKER & ARFF LOCATIONS



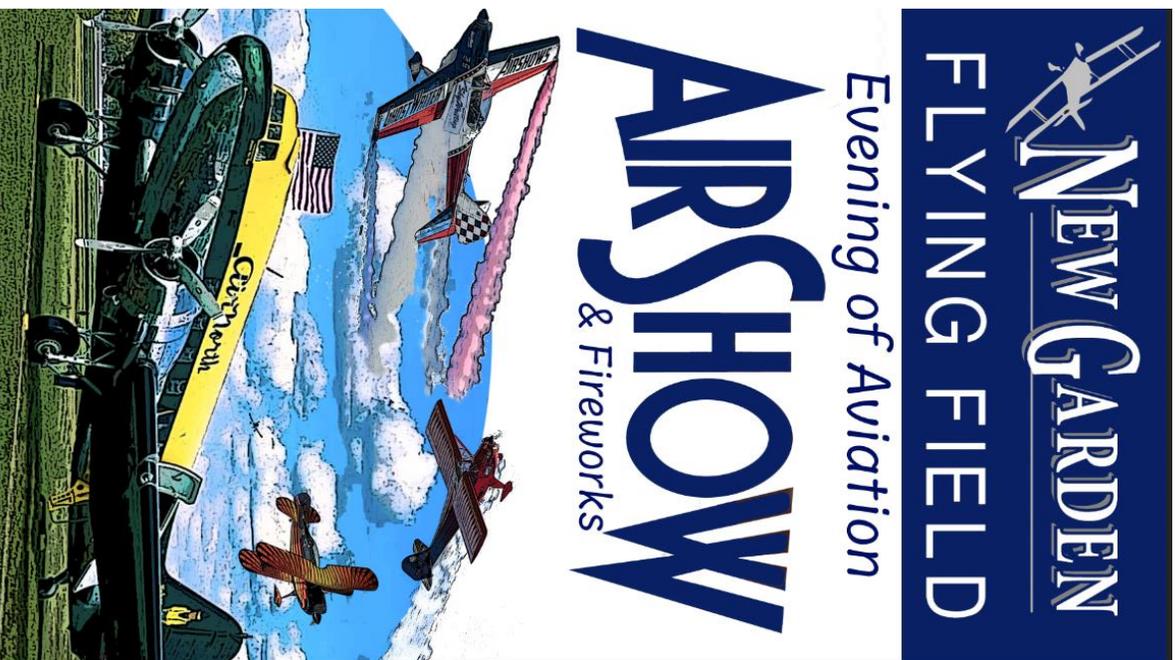
● Night Show marker lights

☼ ARFF Locations

■ Fireworks setup location

# NIGHT TIME Light Tower Locations





Presented By:

**MERRILL**  
A BANK OF AMERICA COMPANY

June 25th (Rain Date June 26th)

[www.newgardenflyingfield.com](http://www.newgardenflyingfield.com)

**Title Sponsor**



**MERRILL**

**A BANK OF AMERICA COMPANY**



**NEW GARDEN TOWNSHIP  
BOARD OF SUPERVISORS  
MEETING MINUTES  
April 22, 2024**

**ATTENDING  
BOARD OF SUPERVISORS**

David Unger, Chairman  
Stephen Allaband  
Ted Gallivan  
Kristie Brodowski

**TOWNSHIP PERSONNEL**

Chris Himes – Township Manager  
James Brown – Dir. Of Finance  
Kristina Molnar – Asst. Finance Dir.  
Robert Weer – Dir. Comm. Dev. & Safety  
John Gibson – Codes Enforcement  
Mike Buck – Parks & Open Space Superintendent  
Ahtziri Romo – Communications  
John Gibson – Codes Enforcement  
Joe Greenwalt - Chief of Police SCCRPD

**1. CALLED TO ORDER**

Chairman David Unger called the meeting to order at 7:02 p.m.

**2. PLEDGE OF ALLEGIANCE**

Pledge of allegiance was recited.

**3. ANNOUNCEMENT OF EXECUTIVE SESSION**

- No Executive Session was held.

**4. PUBLIC COMMENT (3 minute time limit)**

**5. PUBLIC COMMENT ON AGENDA ITEMS**

**6. PUBLIC HEARING – Conditional Use Hearing – 138 Church St. – continued to May 20, 2024 @ 5 p.m.**

**7. MINUTES - Approval of 3/18/24 BOS Meeting Minutes**

**Action:** *Motion to approve made by Mr. Gallivan, seconded by Mr. Allaband. No discussion. 4 Ayes.*

**8. TREASURER’S REPORT**

- Approval of paid and unpaid invoices totaling \$1,059,776.48

**Action:** *Motion to approve made by Mr. Gallivan, seconded by Ms. Brodowski. No discussion. 4 Ayes. Mr. Allaband abstaining from Crossan invoices.*

**9. RECOGNITIONS & APPOINTMENTS**

Formal recognition by Board of Supervisors for the successful completion of Jacob Sharp’s Eagle Scout Project @ New Garden Park.

## 10. PRESENTATIONS

None.

## 11. PUBLIC SAFETY REPORT

- a. Avondale Fire Co. – Quarterly report given by Guy Swift.
- b. Southern Chester County Regional Police – Quarterly report given by Chief Joe Greenwalt.

## 12. UNFINISHED BUSINESS

None.

## 13. NEW BUSINESS

- a. **Avondale Fire Company and SCCEMS FY2024 Q2 Appropriation** – *Motion to approve the appropriation of \$246,187.50 to the Avondale Fire Co. and Southern Chester County EMS.*  
**Action:** *Motion to approve made by Mr. Allaband, seconded by Ms. Brodowski. No discussion. 4 Ayes.*
- b. **Kennett Library FY2024 Appropriation** – *Motion to approve the appropriation of \$182,600.00 to the Kennett Library.*  
**Action:** *Motion to approve made by Mr. Allaband, seconded by Ms. Brodowski. No Discussion. 4 Ayes.*
- c. **ZHB Application - Blittersdorf**– *Recommendation to take no position on the Zoning Hearing Board application for the property located at 1019-1021 Newark Rd.*  
**Action:** *Motion to take “no position” made by Mr. Gallivan, seconded by Mr. Allaband. Ms. Brodowski – abstaining. No Discussion. 3 Ayes.*
- d. **Investment Income Update** – *Presentation by Township Manager on the investment income status and strategy.*  
**Action:** *No Action Taken. Presentation only.*
- e. **Town Hall Roof Replacement Project**– *Motion to authorize the Township Manager to approve the bid from Jottan, Inc. at a cost not to exceed \$360,137.00 for the New Garden Town Hall roof project.*  
**Action:** *Motion to approve made by Mr. Allaband, seconded by Mr. Gallivan. No discussion. 4 Ayes.*
- f. **Parks & Open Space Carry-In, Carry-Out Ordinance**– *Motion to adopt Ordinance 24-001.*  
**Action:** *Motion to approve and adopt Ordinance #24-001 made by Mr. Gallivan, seconded by Ms. Brodowski. No Discussion. All Ayes.*
- g. **Budget Software - ClearGov** – *Motion to authorize the Township Manager to approve the quote from ClearGov at a cost not to exceed \$17,833.33.*  
**Action:** *Motion to approve made by Mr. Allaband, seconded by Mr. Gallivan. No Discussion. 4 Ayes*
- h. **Rouse Chamberlin Bancroft Rd. Extension** – *Motion to approve Resolution #24-007 to extend the recording of the plan for Rouse/Chamberlin, Ltd. Expiration date 10/24/24.*  
**Action:** *Motion to approve extension made by Mr. Allaband, seconded by Mr. Gallivan. No discussion. 4 Ayes.*

**14. LEGISLATION:**

**Ordinance:**

24-001 – Carry-In, Carry-Out Ordinance - Approved

**Resolutions:**

24-007 – Rouse Chamberlin Bancroft Rd. Ext. -Approved

**ADJOURNMENT**

- Motion to adjourn the meeting @ 8:54 p.m. made by Mr. Allaband, seconded by Ms. Brodowski.  
No discussion. 4 Ayes.

**The next Board of Supervisor’s Meeting will be held on Monday, May 20 @ 7:00 p.m.**

**NEW GARDEN TOWNSHIP  
 LANDENBERG, PA  
 WORKSHEET - SUMMARY OF INVOICES REPORT - BY FUND**

**DATE: MAY 20, 2024**

<b>FUND</b>	<b>UNPAID INVOICES TOTALS</b>	<b>PAID INVOICES TOTALS</b>	<b>INVOICES TOTALS</b>
01 - GENERAL	\$141,708.73	\$7,295.00	\$149,003.73
03 - FIRE	\$0.00	\$0.00	\$0.00
04 - PARK & RECREATION	\$0.00	\$0.00	\$0.00
05 - ST ANTHONY'S IN THE HILLS	\$0.00	\$0.00	\$0.00
08 - SEWER	\$51.25	\$0.00	\$51.25
09 - AIRPORT	\$74,046.46	\$0.00	\$74,046.46
30 - CAPITAL	\$45,019.44	\$0.00	\$45,019.44
31 - OPEN SPACE	\$6,808.75	\$0.00	\$6,808.75
33 - AIRPORT CAPITAL FUND	\$119,817.46	\$0.00	\$119,817.46
34 - CAPITAL RESERVE FUND	\$0.00	\$0.00	\$0.00
35 - STATE LIQUID FUELS	\$0.00	\$0.00	\$0.00
<b>TOTALS</b>	<b>\$387,452.09</b>	<b>\$7,295.00</b>	<b>\$394,747.09</b>

Report Criteria:  
 Summary report type printed

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
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10077	American Driver Training A	04292024	CDL Training Course	04/29/2024	6,495.00	.00	6,495.00	31185	04/29/2024
		05012024	CDL Training Course - addt	04/30/2024	800.00	.00	800.00	31186	05/01/2024
Total 01430460:					7,295.00	.00	7,295.00		
Grand Totals:					7,295.00	.00	7,295.00		

Report Criteria:

Invoice.Invoice Number = {<>} "3817449"  
[Report].Invoice Number = {<>} "3829982"

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Discount Amount	Net Invoice Check Amount	GL Account Number
<b>01</b>									
<b>7720 Allaband, Stephen E.</b>									
042124	1	PSATS - Travel Reimbursement	Invoice	04/21/2024	05/20/2024	87.10		87.10	01-400-460
<b>9709 Gallivan, Edward (Ted)</b>									
042124	1	PSAT's mileage & Hershey PSATS	Invoice	04/21/2024	05/20/2024	87.10		87.10	01-400-460
<b>8165 The Hartford</b>									
6694650803	2	LIFE; AD&D; STD; LTD - Admin	Invoice	05/01/2024	05/31/2024	97.02		97.02	01-401-158
<b>2001 Delaware Valley Health Trust</b>									
26958	2	Medical/Rx & Dental - Finance	Invoice	05/01/2024	05/31/2024	3,970.64		3,970.64	01-402-156
<b>8165 The Hartford</b>									
6694650803	3	LIFE; AD&D; STD; LTD - Finance	Invoice	05/01/2024	05/31/2024	239.02		239.02	01-402-158
<b>985 Withum Smith &amp; Brown, PC (BBD, LLP)</b>									
1255266	1	Progress Billing FY2023 Audit	Invoice	05/05/2024	06/04/2024	2,700.00		2,700.00	01-402-311
<b>9670 Molnar, Kristina</b>									
04302024	1	Mileage/tolls: DVHT PSU HR Leadershi	Invoice	04/30/2024	05/30/2024	285.15		285.15	01-402-460
<b>3510 H. A. Berkheimer Inc.</b>									
257	1	Amusement Tax Commission	Invoice	04/30/2024	05/31/2024	35.04		35.04	01-403-451
<b>4495 Lamb McErlane, PC</b>									
245873	4	Acct #130174-0001 KCSD	Invoice	05/03/2024	06/03/2024	820.00		820.00	01-404-312
245873	5	Acct #130174-0001 Perrotti	Invoice	05/03/2024	06/03/2024	871.25		871.25	01-404-312
245873	6	Acct #130174-0001 Rouse Chamberlai	Invoice	05/03/2024	06/03/2024	256.25		256.25	01-404-312
245873	7	Acct #130174-0001 Popeye's	Invoice	05/03/2024	06/03/2024	102.50		102.50	01-404-312
245873	2	Acct #130174-0001 General Administra	Invoice	05/03/2024	06/03/2024	4,612.50		4,612.50	01-404-314
<b>2001 Delaware Valley Health Trust</b>									
26958	3	Medical/Rx & Dental - General	Invoice	05/01/2024	05/31/2024	2,740.33		2,740.33	01-406-156
<b>8165 The Hartford</b>									
6694650803	4	LIFE; AD&D; STD; LTD - General	Invoice	05/01/2024	05/31/2024	124.09		124.09	01-406-158
<b>1950 21st Century Media</b>									
2588122	1	Ad #2588122 Conditional Use Hearing	Invoice	04/14/2024	05/14/2024	293.82		293.82	01-406-341
<b>9627 U.S. Bank Equipment Finance</b>									
528621394	1	Contract #500-0639672-000	Invoice	05/05/2024	05/29/2024	506.41		506.41	01-406-383
<b>1680 COMCAST CABLE</b>									
199832054	1	Admin Business Voice Acct 905954294	Invoice	04/15/2024	05/15/2024	675.29		675.29	01-407-321
199854737	1	PW Business Voice Acct 963357196 Landline for PW	Invoice	04/15/2024	05/15/2024	54.95		54.95	01-407-321
<b>9707 AT&amp;T Mobility, LLC</b>									
2873138497	1	Foundation Account - 60915817	Invoice	05/01/2024	05/24/2024	277.98		277.98	01-407-324
<b>7010 PC Solutions, Inc.</b>									
CW119334	1	SOPHOS MSP Agreement New Garden	Invoice	04/25/2024	05/10/2024	365.70		365.70	01-407-452
CW119399	2	Maintenance Agreement	Invoice	05/09/2024	05/24/2024	583.52		583.52	01-407-452
CW119452	1	Microsoft 365	Invoice	05/09/2024	05/24/2024	403.80		403.80	01-407-452
<b>4975 Bowman Consulting Group, Ltd</b>									
431268	1	Project 310010-24-001 1475 Baltimore	Invoice	04/30/2024	05/31/2024	990.00		990.00	01-408-312
431300	1	Project 311373-01-001	Invoice	04/30/2024	05/31/2024	385.00		385.00	01-408-312
<b>9281 Pennoni Associates, Inc</b>									
0001220560	1	NGTWP00158 Copperleaf Ridge	Invoice	04/25/2024	05/25/2024	1,384.25		1,384.25	01-408-312
0001220562	1	NGTWP00160 Popeye's	Invoice	04/25/2024	05/25/2024	40.25		40.25	01-408-312
0001220564	1	NGTWP00163 Thompson Tract	Invoice	04/25/2024	05/25/2024	362.25		362.25	01-408-312
0001220566	1	NGTWP00164 S&P Conveyors, 115 Re	Invoice	04/25/2024	05/25/2024	115.25		115.25	01-408-312
0001220568	1	NGTWP00172 Ecolab/Purolite	Invoice	04/25/2024	05/24/2024	241.50		241.50	01-408-312
0001220569	1	NGTWP00174 New Garden Elementar	Invoice	04/25/2024	05/25/2024	2,861.75		2,861.75	01-408-312
0001220570	1	NGTWP07017-Dooley, 1227 Newark R	Invoice	04/25/2024	05/25/2024	922.00		922.00	01-408-312
0001220579	1	NGTWP21018-Mercer Mill Rd SWM	Invoice	04/25/2024	05/25/2024	2,676.50		2,676.50	01-408-312

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Discount Amount	Net Invoice Check Amount	GL Account Number
<b>4975 Bowman Consulting Group, Ltd</b>									
431267	1	Project 310010-01-001 General Consult	Invoice	04/30/2024	05/31/2024	2,488.75		2,488.75	01-408-313
<b>9281 Pennoni Associates, Inc</b>									
0001220556	1	NGTWP00000-General	Invoice	04/25/2024	05/25/2024	201.25		201.25	01-408-313
0001220572	1	NGTWP21010 Roads	Invoice	04/25/2024	05/25/2024	752.75		752.75	01-408-313
<b>2109 Ready Refresh by Nestle</b>									
14E0436228	1	Bottled Water	Invoice	05/07/2024	05/26/2024	111.25		111.25	01-409-240
14E0436228	2	Water cooler rental	Invoice	05/07/2024	05/26/2024	15.96		15.96	01-409-240
14E0436228	3	Red Bull	Invoice	05/07/2024	05/26/2024	18.99		18.99	01-409-240
<b>10052 Enterprise Fleet Management</b>									
630510-0503	1	Maintenance 2023 Ford F-350	Invoice	05/03/2024	05/20/2024	76.82		76.82	01-409-250
630510-0503	5	Maintenance 2024 Nissan Sentra - 27C	Invoice	05/03/2024	05/20/2024	47.34		47.34	01-409-250
630510-0503	7	Maintenance 2024 Nissan Sentra - 27C	Invoice	05/03/2024	05/20/2024	47.34		47.34	01-409-250
630510-0503	9	Maintenance 2024 Dodge Ram 1500	Invoice	05/03/2024	05/20/2024	51.62		51.62	01-409-250
630510-0503	15	Maintenance 2024 Nissan Rogue	Invoice	05/03/2024	05/20/2024	76.31		76.31	01-409-250
<b>6090 PECO ENERGY CO.</b>									
44114911222	3	1843918000 Township Building	Invoice	05/01/2024	05/19/2024	794.17		794.17	01-409-360
44114911222	7	3527657000 Sign Shop	Invoice	05/01/2024	05/19/2024	28.72		28.72	01-409-360
44114911222	16	8742762222 Public Works	Invoice	05/01/2024	05/19/2024	582.31		582.31	01-409-360
44114911222	1	1643497000 NGH Shop	Invoice	05/01/2024	05/19/2024	83.37		83.37	01-409-361
44114911222	2	1678601111 NG Park	Invoice	05/01/2024	05/19/2024	71.13		71.13	01-409-361
44114911222	4	1879281222 Ampitheater	Invoice	05/01/2024	05/19/2024	31.97		31.97	01-409-361
44114911222	5	1880815000 Barn	Invoice	05/01/2024	05/19/2024	245.66		245.66	01-409-361
44114911222	6	3075856000 NG Park	Invoice	05/01/2024	05/19/2024	49.62		49.62	01-409-361
44114911222	8	4515992000 NG Park Pavillion	Invoice	05/01/2024	05/19/2024	20.79		20.79	01-409-361
44114911222	9	4618038000 Quonset Hut	Invoice	05/01/2024	05/19/2024	43.81		43.81	01-409-361
44114911222	10	5620985000 Pool	Invoice	05/01/2024	05/19/2024	37.55		37.55	01-409-361
44114911222	11	5737084000 NGH Barn	Invoice	05/01/2024	05/19/2024	34.63		34.63	01-409-361
44114911222	15	7677741222 Lamborne House	Invoice	05/01/2024	05/19/2024	123.93		123.93	01-409-361
44114911222	17	9435935000 NG Park Restrooms	Invoice	05/01/2024	05/19/2024	167.84		167.84	01-409-361
44114911222	18	9519743000 Park Lights	Invoice	05/01/2024	05/19/2024	37.55		37.55	01-409-361
44114911222	12	5871166000 Street Lights	Invoice	05/01/2024	05/19/2024	753.94		753.94	01-409-362
44114911222	13	7300822000 Traffic Lights	Invoice	05/01/2024	05/19/2024	84.59		84.59	01-409-362
44114911222	14	7300822000 Traffic Lights	Invoice	05/01/2024	05/19/2024	84.59		84.59	01-409-362
<b>1510 Chester Water Authority</b>									
4498438	1	Acct #02575078989 8938 Gap Newport	Invoice	05/03/2024	06/12/2024	563.20		563.20	01-409-366
4498446	1	Acct #02580000299 - 299 Starr Road	Invoice	05/03/2024	06/12/2024	102.34		102.34	01-409-366
4498451	1	Acct #02580079055 299 Starr Road Fir	Invoice	05/03/2024	06/12/2024	281.49		281.49	01-409-366
<b>1330 Chesco Security Inc.</b>									
943341	1	Security System Upgrade	Invoice	05/02/2024	05/24/2024	13,086.24		13,086.24	01-409-373
943341	2	Replace Fire Horn/Strobe Option	Invoice	05/02/2024	05/24/2024	2,295.64		2,295.64	01-409-373
943341	3	Honeywell Wireless Holdup Button	Invoice	05/02/2024	05/24/2024	285.00		285.00	01-409-373
<b>4395 Keystone Collection Group</b>									
XR9 CVG M	1	Parcel ID 6005 00440100 308 Penn Gr	Invoice	05/01/2024	06/01/2024	31.95		31.95	01-409-431
<b>5150 Mike Singleton's Superior</b>									
042624	2	Vole & Pest Township Bldng	Invoice	04/26/2024	05/26/2024	180.00		180.00	01-409-450
<b>9435 Premium Fire &amp; Security, LLC</b>									
20231	2	Heat detector relocation at Admin	Invoice	04/22/2024	05/22/2024	300.00		300.00	01-409-450
<b>1330 Chesco Security Inc.</b>									
943341	4	Monthly Monitoring PA	Invoice	05/02/2024	05/24/2024	30.00		30.00	01-409-451
<b>9312 Deerfield Mowing &amp; Property Mnt</b>									
2091	1	April Mowing & Trimming-Admin/Park/S	Invoice	04/26/2024	05/11/2024	8,650.00		8,650.00	01-409-452
<b>2001 Delaware Valley Health Trust</b>									
26958	4	Medical/Rx & Dental - Codes	Invoice	05/01/2024	05/31/2024	3,203.99		3,203.99	01-413-156
<b>8165 The Hartford</b>									
6694650803	5	LIFE; AD&D; STD; LTD - Codes	Invoice	05/01/2024	05/31/2024	212.89		212.89	01-413-158

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Discount Amount	Net Invoice Check Amount	GL Account Number
<b>5750 PA DEP</b>									
1352856	1	Client ID 227902 Account ID 867517 C	Invoice	04/22/2024	05/22/2024	60.00		60.00	01-413-420
<b>1120 Building Inspection</b>									
0100-0150-0	1	Inv 010816: Rental Inspections	Invoice	04/30/2024	05/30/2024	650.00		650.00	01-413-451
0100-0150-0	1	Inv 010869: Building Inspections	Invoice	04/30/2024	05/30/2024	2,646.00		2,646.00	01-413-451
0100-0150-0	1	Inv 010870: Electrical Inspections	Invoice	04/30/2024	05/30/2024	660.00		660.00	01-413-451
0100-0150-0	1	Inv 010871: Mechanical Inspections	Invoice	04/30/2024	05/30/2024	1,050.00		1,050.00	01-413-451
0100-0150-0	1	Inv 010872: Plumbing Inspections	Invoice	04/30/2024	05/30/2024	380.00		380.00	01-413-451
<b>9295 Unruh,Turner,Burke &amp; Frees,PC</b>									
213121	1	Inv 213121 163 Sheehan KCHG LLC	Invoice	04/24/2024	05/24/2024	41.00		41.00	01-414-314
213122	1	Inv 213122 Blitterdorf	Invoice	04/24/2024	05/24/2024	328.00		328.00	01-414-314
213123	1	Inv 213123 Fenix Construction Group L	Invoice	04/24/2024	05/24/2024	41.00		41.00	01-414-314
213124	1	Inv 213124 Gioffredi	Invoice	04/24/2024	05/24/2024	246.00		246.00	01-414-314
213125	1	Inv 213125 Hoffman	Invoice	04/24/2024	05/24/2024	348.50		348.50	01-414-314
213126	1	Inv 213126 Pagoda Holdings LP	Invoice	04/24/2024	05/24/2024	1,051.26		1,051.26	01-414-314
213127	1	Inv 213127 Perrotti	Invoice	04/24/2024	05/24/2024	61.50		61.50	01-414-314
213128	1	Inv 213128 Rodriguez	Invoice	04/24/2024	05/24/2024	82.00		82.00	01-414-314
213129	1	Inv 213129 Rouse Chamberlin Ltd	Invoice	04/24/2024	05/24/2024	41.00		41.00	01-414-314
<b>1950 21st Century Media</b>									
2592379	1	Ad #2592379 Zoning Hearing Board	Invoice	04/28/2024	05/28/2024	454.40		454.40	01-414-341
<b>4830 Hagerty, Mark A.</b>									
042624	1	ZHB - Perrotti	Invoice	04/26/2024	05/26/2024	189.00		189.00	01-414-450
050924	1	ZHB - Blittersdorf	Invoice	05/09/2024	05/31/2024	488.00		488.00	01-414-450
<b>9645 Fitzpatrick, Gale M.</b>									
24-018	1	ZHB - Pagoda Holdings, LP	Invoice	05/05/2024	05/31/2024	410.00		410.00	01-414-450
<b>181 Republic Services #319</b>									
0319-001005	1	Refuse Twp Bldng	Invoice	04/20/2024	05/10/2024	48.72		48.72	01-426-450
0319-001005	2	Waste container 6 cu yd, 1 pick up wk	Invoice	04/20/2024	05/10/2024	160.00		160.00	01-426-450
0319-001005	3	Recycling Twp Bldng	Invoice	04/20/2024	05/10/2024	283.16		283.16	01-426-450
<b>2001 Delaware Valley Health Trust</b>									
26958	5	Medical/Rx & Dental - Public Works	Invoice	05/01/2024	05/31/2024	11,145.26		11,145.26	01-430-156
<b>8165 The Hartford</b>									
6694650803	6	LIFE; AD&D; STD; LTD - Public Works	Invoice	05/01/2024	05/31/2024	518.89		518.89	01-430-158
<b>5540 CINTAS CORPORATION #100</b>									
4190422654	1	Weekly uniforms (4-23)	Invoice	04/23/2024	05/08/2024	289.44		289.44	01-430-238
4191150061	1	Weekly uniforms (4-30)	Invoice	04/30/2024	05/15/2024	289.44		289.44	01-430-238
4191856884	1	Weekly uniforms (5-07)	Invoice	05/07/2024	05/21/2024	289.44		289.44	01-430-238
4192586885	1	Weekly uniforms (5-14)	Invoice	05/14/2024	05/31/2024	289.44		289.44	01-430-238
<b>5460 New Enterprise Stone &amp; Lime Co, Inc.</b>									
8311092	1	23.11 tons of 2A stone and 46.38 tons o	Invoice	05/02/2024	06/01/2024	1,885.95		1,885.95	01-430-245
8316264	1	23.99 tons of 2A stone and 46.77 tons o	Invoice	05/08/2024	06/07/2024	1,916.61		1,916.61	01-430-245
<b>2419 E.M. Kutz, Inc</b>									
42191	1	Toolbox for 2020 F-550	Invoice	05/01/2024	05/31/2024	550.91		550.91	01-430-250
<b>4710 Lowe's</b>									
972846	1	Lag screws	Invoice	05/10/2024	07/20/2024	5.52		5.52	01-430-250
998631	1	Ratchet straps and eyelets	Invoice	05/09/2024	07/20/2024	51.19		51.19	01-430-250
<b>7480 SHERIDAN FORD</b>									
1086450	1	Throttle body and gasket for 2010 F-55	Invoice	04/19/2024	05/19/2024	333.98		333.98	01-430-250
<b>8925 Wilhelm's Service Center</b>									
85950	1	Diagnosis for 2018 F-150 transmission	Invoice	05/08/2024	05/31/2024	798.89		798.89	01-430-250
<b>10052 Enterprise Fleet Management</b>									
630510-0503	11	Maintenance 2023 Dodge Ram Promas	Invoice	05/03/2024	05/20/2024	49.70		49.70	01-430-250
<b>2885 G &amp; E Welding Supply</b>									
229828	1	Tank rental (April)	Invoice	04/30/2024	05/31/2024	33.75		33.75	01-430-374
<b>3579 Ideal Hydraulics</b>									
42511	1	Misc. hydraulic hoses	Invoice	04/30/2024	05/30/2024	234.16		234.16	01-430-374

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Discount Amount	Net Invoice Check Amount	GL Account Number
<b>6338 Petty Cash - Public Works/James Brown</b>									
IR91900	1	Hydraulic sending unit for New Holland	Invoice	05/07/2024	05/21/2024	16.01		16.01	01-430-374
<b>7710 Stephenson Equipment, Inc.</b>									
10210786	1	Repair for hydraulic line for John Deere	Invoice	04/24/2024	05/24/2024	324.95		324.95	01-430-374
<b>9495 Gap Power</b>									
1922529	1	Belts for asphalt saw (2)	Invoice	04/24/2024	05/24/2024	156.18		156.18	01-430-374
<b>9435 Premium Fire &amp; Security, LLC</b>									
20231	1	5 year internal inspection and check val	Invoice	04/22/2024	05/22/2024	2,155.00		2,155.00	01-430-450
<b>2519 Established Traffic Control</b>									
20268	1	(3) Driveway signs and (15) sign bases	Invoice	04/11/2024	05/11/2024	402.99		402.99	01-433-245
<b>4710 Lowe's</b>									
901069	1	Pallet return/credit	Invoice	04/26/2024	06/20/2024	23.84-		23.84-	01-436-245
901195INV	1	(5) bags of mortar mix	Invoice	04/24/2024	06/20/2024	36.90		36.90	01-436-245
901960	1	Pallet of mortar mix (56) bags and palle	Invoice	04/26/2024	06/20/2024	437.12		437.12	01-436-245
994222	1	Block and mortar for inlet repair	Invoice	05/08/2024	07/20/2024	43.64		43.64	01-436-245
995592	1	Mortar mix (5 bags) and (15 cement bri	Invoice	04/22/2024	06/20/2024	48.45		48.45	01-436-245
<b>6310 PETER LUMBER CO.</b>									
2404-000636	1	Bag of grass seed	Invoice	04/30/2024	05/30/2024	61.89		61.89	01-436-245
<b>6785 Quantum Environmental Enterpri, Inc.</b>									
6368	1	Jetting of storm water pipes	Invoice	04/22/2024	05/22/2024	2,450.00		2,450.00	01-436-450
<b>226 American Asphalt Company, Inc</b>									
649	1	9.34 tons of cold patch	Invoice	04/04/2024	05/04/2024	1,447.70		1,447.70	01-438-245
<b>2880 G. &amp; A. Clanton Inc.</b>									
49148	1	4 tons of millings	Invoice	04/11/2024	05/11/2024	50.50		50.50	01-438-245
<b>9463 Highway Materials, Inc.</b>									
374664	1	12.97 tons of hot mix for St. David's	Invoice	04/30/2024	05/30/2024	917.63		917.63	01-438-245
374999	1	8.56 tons of hot mix for Skyline	Invoice	05/01/2024	05/31/2024	616.32		616.32	01-438-245
375204	1	9.9 tons of hot mix for Skyline	Invoice	05/02/2024	06/01/2024	712.80		712.80	01-438-245
375383	1	3 tons of hot mix for Rosemont	Invoice	05/03/2024	06/02/2024	216.00		216.00	01-438-245
<b>9458 L/B Water Service, Inc.</b>									
3806854	1	60' of 12" DIP and 60' of 18" DIP	Invoice	04/17/2024	05/17/2024	12,801.00		12,801.00	01-446-452
3809036	1	40' of 12" DIP	Invoice	04/24/2024	05/24/2024	3,200.00		3,200.00	01-446-452
3810047	1	48' of Snap-Tite pipe	Invoice	04/26/2024	05/26/2024	11,595.00		11,595.00	01-446-452
<b>2001 Delaware Valley Health Trust</b>									
26958	6	Medical/Rx & Dental - Parks	Invoice	05/01/2024	05/31/2024	609.33		609.33	01-454-156
<b>8165 The Hartford</b>									
6694650803	7	LIFE; AD&D; STD; LTD - Parks	Invoice	05/01/2024	05/31/2024	67.37		67.37	01-454-158
<b>4710 Lowe's</b>									
901858	1	Cleaning supplies and hardware for sig	Invoice	04/17/2024	06/20/2024	32.23		32.23	01-454-245
981963	1	Tools & lighting for Preserve garage	Invoice	04/18/2024	06/20/2024	602.15		602.15	01-454-245
987825	1	hardware for trash can removal and sig	Invoice	05/14/2024	07/20/2024	75.22		75.22	01-454-245
990942	1	hardware for trash can removal and sig	Invoice	05/15/2024	07/20/2024	26.43		26.43	01-454-245
994615	1	bathroom cleaning supplies	Invoice	04/30/2024	06/20/2024	33.19		33.19	01-454-245
997765	1	Extension ladder & stabilizer	Invoice	05/01/2024	06/20/2024	334.38		334.38	01-454-245
<b>7760 Stoltzfus Farm Service, Inc.</b>									
CS10773	1	Spare keys for Kubota	Invoice	05/10/2024	06/09/2024	22.59		22.59	01-454-245
<b>9120 Yo Sign Guy, Co.</b>									
2014-1935	1	yard signs for pesticide application	Invoice	04/22/2024	05/22/2024	200.00		200.00	01-454-245
<b>9705 Kreider Power Equipment, LLC</b>									
8144	1	Push mower oil, spark plug and filter	Invoice	05/07/2024	06/06/2024	28.75		28.75	01-454-245
<b>4495 Lamb McErlane, PC</b>									
245873	1	Acct #130174-0001 NGH - Splash	Invoice	05/03/2024	06/03/2024	768.75		768.75	01-454-314
245873	9	Acct #130174-0001 Parks	Invoice	05/03/2024	06/03/2024	51.25		51.25	01-454-314
<b>9120 Yo Sign Guy, Co.</b>									
2014-1945	2	Park branding for UTV	Invoice	05/09/2024	06/08/2024	125.00		125.00	01-454-342
<b>4474 L &amp; L Carquest</b>									
9577-169268	1	oil pan	Invoice	05/10/2024	06/09/2024	18.48		18.48	01-454-372

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Discount Amount	Net Invoice Check Amount	GL Account Number
<b>6990 RICHARD M. CROSSAN INC.</b>									
159231	1	Clear clogged toilet in women's handica	Invoice	04/17/2024	05/17/2024	150.00		150.00	01-454-372
<b>9705 Kreider Power Equipment, LLC</b>									
8155	1	Gravely zero turn mower repairs	Invoice	05/08/2024	06/07/2024	725.13		725.13	01-454-372
<b>10082 Bell's Welding &amp; Mechanical Repair, LLC</b>									
7106	1	Welded washers for flag pole repair	Invoice	04/26/2024	05/26/2024	17.00		17.00	01-454-372
<b>9312 Deerfield Mowing &amp; Property Mnt</b>									
2091	3	Mulch for NGP	Invoice	04/26/2024	05/11/2024	5,080.00		5,080.00	01-454-720
<b>9294 Robinson, Chris</b>									
041724	1	Posters - Lyceum Building	Invoice	04/17/2024	05/15/2024	117.63		117.63	01-459-450
Total 01:						141,708.73	.00	141,708.73	
<b>08</b>									
<b>4495 Lamb McErlane, PC</b>									
245873	8	Acct #130174-0001 Sewer	Invoice	05/03/2024	06/03/2024	51.25		51.25	08-429-314
Total 08:						51.25	.00	51.25	
<b>09</b>									
<b>2001 Delaware Valley Health Trust</b>									
26958	7	Medical/Rx & Dental - Airport Admin	Invoice	05/01/2024	05/31/2024	1,985.32		1,985.32	09-440-156
<b>8165 The Hartford</b>									
6694650803	8	LIFE; AD&D; STD; LTD - Airport Admin	Invoice	05/01/2024	05/31/2024	194.25		194.25	09-440-158
<b>365 Ascent Aviation Group, Inc.</b>									
1014414	1	Inv 1014414 - 100LL Fuel 8565GL deliv	Invoice	04/24/2024	05/24/2024	44,300.46		44,300.46	09-440-233
<b>10052 Enterprise Fleet Management</b>									
630510-0503	3	Maintenance 2024 Nissan Sentra - 27C	Invoice	05/03/2024	05/20/2024	47.34		47.34	09-440-250
<b>4860 Martin, Jon</b>									
05072024	1	Inv 05072024: Cell Phone Reimburse	Invoice	05/07/2024	05/31/2024	180.00		180.00	09-440-301
<b>10052 Enterprise Fleet Management</b>									
630510-0503	2	Lease Payment 2024 Nissan Sentra - 2	Invoice	05/03/2024	05/20/2024	422.47		422.47	09-440-338
<b>1510 Chester Water Authority</b>									
4479694	1	Inv 4479694 - Meter N85923502 water	Invoice	05/13/2024	06/12/2024	1,593.42		1,593.42	09-440-360
<b>6090 PECO ENERGY CO.</b>									
05132024	1	Acct 3997273000 bill date 4/247 - Mete	Invoice	05/13/2024	06/13/2024	1,106.82		1,106.82	09-440-360
05132024A	1	Acct 7119362222 bill date 4/24 - meter	Invoice	05/13/2024	06/13/2024	116.66		116.66	09-440-360
05132024B	1	Acct 7867720100 bill date 4/24 - meter	Invoice	05/13/2024	06/13/2024	63.92		63.92	09-440-360
05132024C	1	acct 2986462222 bill date 4/24 - meters	Invoice	05/13/2024	06/13/2024	863.42		863.42	09-440-360
05132024D	1	Acct 1253141222 bill date 4/24 - elec m	Invoice	05/13/2024	06/13/2024	139.19		139.19	09-440-360
<b>9050 Wm. P. McGovern, Inc.</b>									
164986/5231	3	Inv 164986 - Service porta units at airp	Invoice	05/03/2024	06/03/2024	285.00		285.00	09-440-420
<b>9929 Invoice Cloud, Inc</b>									
3063-2024	1	Inv 3063-2024_4 Biller Portal, Access f	Invoice	05/13/2024	06/13/2024	49.00		49.00	09-440-430
<b>2409 EcoClean By Design</b>									
1552	1	Inv 1552 - Airport office cleaning (April)	Invoice	05/13/2024	06/13/2024	525.00		525.00	09-440-450
<b>5150 Mike Singleton's Superior</b>									
042624	1	Airport Service-April	Invoice	04/26/2024	05/26/2024	190.00		190.00	09-440-450
<b>7010 PC Solutions, Inc.</b>									
CW119399	1	Maintenance Agreement	Invoice	05/09/2024	05/24/2024	111.48		111.48	09-440-450
<b>9050 Wm. P. McGovern, Inc.</b>									
164986/5231	2	Inv 165231 service porta units at airport	Invoice	05/03/2024	06/03/2024	71.25		71.25	09-440-450
<b>9312 Deerfield Mowing &amp; Property Mnt</b>									
2090	1	Inv 2090 - Mowing (mostly flat rate); M	Invoice	05/13/2024	06/13/2024	3,625.71		3,625.71	09-440-453
<b>2325 Dunn, Courtland</b>									
060124	1	Flight School Transfer Installment - Jun	Invoice	05/31/2024	06/01/2024	2,700.00		2,700.00	09-441-450

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Discount Amount	Net Invoice Check Amount	GL Account Number
<b>9918 Blue Heron Equity LLC</b>									
05132024	1	N611GG Revenue Flights thru Flight Sc	Invoice	05/13/2024	06/13/2024	171.60		171.60	09-441-450
<b>9927 Hadly, Davis Reed</b>									
8A	1	Inv 8 - contracted labor for flight school	Invoice	05/08/2024	06/08/2024	66.00		66.00	09-441-450
<b>9934 Maggio, James</b>									
04162024	1	Inv date 4.16.24 - flight school contract	Invoice	04/16/2024	05/16/2024	653.00		653.00	09-441-450
<b>9961 Somoano, Doug</b>									
05082024	1	inv 5/8/24 - contracted labor for flight sc	Invoice	05/13/2024	06/13/2024	120.00		120.00	09-441-450
<b>10011 L &amp; C Aviation, LLC</b>									
05132024	1	N150LJ Revenue Flight Hours for April	Invoice	05/13/2024	06/13/2024	1,725.50		1,725.50	09-441-450
<b>10035 Ian Moak</b>									
4232024	1	Inv 4/23/24 for contracted labor Flight S	Invoice	04/23/2024	05/23/2024	90.00		90.00	09-441-450
<b>10078 Sabatina, Eric</b>									
042524	1	Inv 042524 - Flight school contracted in	Invoice	05/13/2024	06/13/2024	396.00		396.00	09-441-450
<b>2001 Delaware Valley Health Trust</b>									
26958	8	Medical/Rx & Dental - Airport Maint	Invoice	05/01/2024	05/31/2024	7,320.30		7,320.30	09-447-156
<b>8165 The Hartford</b>									
6694650803	9	LIFE; AD&D; STD; LTD - Airport Maint	Invoice	05/01/2024	05/31/2024	240.11		240.11	09-447-158
<b>95 Aero Performance</b>									
3185023/455	1	Inv 5575550 When OR36R2W Red Bea	Invoice	05/13/2024	06/13/2024	696.10		696.10	09-447-251
3185023/455	2	Inv 3185023 (N211MM) Circuit Breaker	Invoice	05/13/2024	06/13/2024	133.61		133.61	09-447-251
3185023/455	3	Inv 7660778 (VanDerKloot) Whelen Pos	Invoice	05/13/2024	06/13/2024	295.58		295.58	09-447-251
3185023/455	4	Inv 7661781 - (N211MM) J1174-9 Wire	Invoice	05/13/2024	06/13/2024	19.55		19.55	09-447-251
3185023/455	5	Inv 4557643 (Findlay) Slick harness M2	Invoice	05/13/2024	06/13/2024	506.75		506.75	09-447-251
<b>9851 Flightline Drug Testing</b>									
24004213	1	Inv 24004213 - 7 Active DOT Participan	Invoice	05/13/2024	06/13/2024	41.65		41.65	09-447-252
<b>4728 Macario, T. Michael</b>									
N410T	1	Inv N410T 4/25/24 - contracted labor on	Invoice	04/25/2024	05/25/2024	1,590.00		1,590.00	09-447-450
<b>9616 Coburn, Christopher M.</b>									
1126/8/9	1	Inv 1126 - contracted labor on Fairchild	Invoice	05/13/2024	06/13/2024	180.00		180.00	09-447-450
1126/8/9	2	Inv 1128 - contracted labor on PA-12 Int	Invoice	05/13/2024	06/13/2024	435.00		435.00	09-447-450
1126/8/9	3	Inv 1129 - contracted labor on Interior fa	Invoice	05/13/2024	06/13/2024	390.00		390.00	09-447-450
1127	1	Inv 1127 - contracted labor on Fairchild	Invoice	05/13/2024	06/13/2024	405.00		405.00	09-447-450
Total 09:						74,046.46	.00	74,046.46	
<b>30</b>									
<b>4975 Bowman Consulting Group, Ltd</b>									
431021	1	Project 313674-01-001 Act 209 Study	Invoice	04/30/2024	05/31/2024	7,265.00		7,265.00	30-406-700
<b>9281 Pennoni Associates, Inc</b>									
0001220577	1	NGTWP21015-Public Works Fueling St	Invoice	04/25/2024	05/25/2024	1,437.75		1,437.75	30-406-701
<b>10087 Neumann &amp; Associates LLC</b>									
050224	1	Mixed Use Development District Econo	Invoice	05/02/2024	05/20/2024	15,000.00		15,000.00	30-406-701
<b>10052 Enterprise Fleet Management</b>									
630510-0503	4	Lease Payment 2024 Nissan Sentra - 2	Invoice	05/03/2024	05/20/2024	418.24		418.24	30-409-700
630510-0503	6	Lease Payment 2024 Nissan Sentra - 2	Invoice	05/03/2024	05/20/2024	418.24		418.24	30-409-700
630510-0503	8	Lease Payment 2024 Dodge Ram 1500	Invoice	05/03/2024	05/20/2024	937.55		937.55	30-409-700
630510-0503	10	Lease Payment 2023 Dodge Ram Pro	Invoice	05/03/2024	05/20/2024	1,035.83		1,035.83	30-409-700
630510-0503	12	License Fees - 2024 Nissan Rogue	Invoice	05/03/2024	05/20/2024	106.00		106.00	30-409-700
630510-0503	13	Transportation 2024 Nissan Rogue	Invoice	05/03/2024	05/20/2024	350.00		350.00	30-409-700
630510-0503	14	Lease Payment 2024 Nissan Rogue	Invoice	05/03/2024	05/20/2024	894.58		894.58	30-409-700
<b>9281 Pennoni Associates, Inc</b>									
0001220575	1	NGTWP21014 Township Building Roof	Invoice	04/25/2024	05/25/2024	2,615.00		2,615.00	30-409-702
<b>10063 Blue Raster LLC</b>									
8378	1	Contract: SOW 1	Invoice	05/07/2024	06/06/2024	3,625.00		3,625.00	30-413-701
<b>4975 Bowman Consulting Group, Ltd</b>									
391425	1	Traffic survey and study for New Garde	Invoice	12/31/2023	01/31/2024	4,990.00		4,990.00	30-452-701

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Discount Amount	Net Invoice Check Amount	GL Account Number
<b>9281 Pennoni Associates, Inc</b>									
0001220574	1	NGTWP21013 Quonset Hut Restoratio	Invoice	04/25/2024	05/25/2024	490.25		490.25	30-454-700
0001220578	1	NGTWP21016 NGH Master Plan Updat	Invoice	04/25/2024	05/25/2024	5,436.00		5,436.00	30-454-700
Total 30:						45,019.44	.00	45,019.44	
<b>31</b>									
<b>4495 Lamb McErlane, PC</b>									
245873	3	Acct #130174-0001 Open Space	Invoice	05/03/2024	06/03/2024	871.25		871.25	31-461-314
<b>4395 Keystone Collection Group</b>									
2XX 2C2 ZD	1	Parcel ID 6001 00370000 McCue Road	Invoice	05/01/2024	06/01/2024	73.72		73.72	31-461-431
<b>9195 CHESTER COUNTY TREASURER</b>									
M6023A0000	1	Loch Nairn #6001_00010400 1.1 acre l	Invoice	02/01/2023	03/01/2023	50.23		50.23	31-461-431
M6023A0000	2	Loch Nairn #6001_00010400 1.1 acre l	Adjustmen	02/01/2023	03/01/2023	50.23-		50.23-	31-461-431
M6023A0000		Chk No: 1452 (1)	Calculated	05/31/2023				50.23-	31-200200
<b>690 Beiler-Campbell Realtors &amp; App</b>									
24042204	1	Manfredi OSRB appraisal	Invoice	04/22/2024	05/22/2024	3,400.00		3,400.00	31-461-450
<b>2001 Delaware Valley Health Trust</b>									
26958	1	Medical/Rx & Dental	Invoice	05/01/2024	05/31/2024	609.33		609.33	31-461-451
<b>4710 Lowe's</b>									
992665	1	Lock replacement for Hiles property	Invoice	05/07/2024	07/20/2024	57.42		57.42	31-461-451
<b>6090 PECO ENERGY CO.</b>									
042224	1	7644501111 McCue Road	Invoice	04/22/2024	05/08/2024	45.14		45.14	31-461-451
<b>6888 Red Tail Restoration &amp; Land Mg, LLC</b>									
051424	1	Red Trail invasive species management	Invoice	05/14/2024	06/07/2024	789.75		789.75	31-461-451
<b>8165 The Hartford</b>									
6694650803	1	LIFE; AD&D; STD; LTD	Invoice	05/01/2024	05/31/2024	67.37		67.37	31-461-451
<b>9120 Yo Sign Guy, Co.</b>									
2014-1945	1	Open space funding signs for Hiles & S	Invoice	05/09/2024	06/08/2024	95.00		95.00	31-461-451
<b>9312 Deerfield Mowing &amp; Propery Mnt</b>									
2091	2	Mowing - Smedley Preserve	Invoice	04/26/2024	05/11/2024	850.00		850.00	31-461-451
Total 31:						6,858.98	.00	6,808.75	
<b>33</b>									
<b>4610 Lenni Electric Corp.</b>									
04252024	1	Pay App #6 Electrical work on Airport T	Invoice	04/25/2024	05/25/2024	10,941.21		10,941.21	33-440-706
<b>9050 Wm. P. McGovern, Inc.</b>									
164986/5231	1	Inv 165231 - Trailer rental 4/24-4/30	Invoice	05/03/2024	06/03/2024	600.00		600.00	33-440-706
164986/5231	4	Inv 165567 - adjustment to Inv 165231	Invoice	05/03/2024	06/03/2024	671.25-		671.25-	33-440-706
<b>9967 F.W. Houser, Inc.</b>									
04252024	1	#5 Pay App - Inv 60705 Job# 000607 N	Invoice	04/25/2024	05/25/2024	21,072.50		21,072.50	33-440-706
04262024	1	Pay App #6 Inv 60606 Job # 000606 Te	Invoice	04/26/2024	05/26/2024	87,875.00		87,875.00	33-440-706
Total 33:						119,817.46	.00	119,817.46	
Total :						387,502.32	.00	387,452.09	
Grand Totals:						387,502.32	.00	387,452.09	

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
01-400-460	174.20	.00	174.20
01-401-158	97.02	.00	97.02
01-402-156	3,970.64	.00	3,970.64
01-402-158	239.02	.00	239.02
01-402-311	2,700.00	.00	2,700.00
01-402-460	285.15	.00	285.15
01-403-451	35.04	.00	35.04
01-404-312	2,050.00	.00	2,050.00
01-404-314	4,612.50	.00	4,612.50
01-406-156	2,740.33	.00	2,740.33
01-406-158	124.09	.00	124.09
01-406-341	293.82	.00	293.82
01-406-383	506.41	.00	506.41
01-407-321	730.24	.00	730.24
01-407-324	277.98	.00	277.98
01-407-452	1,353.02	.00	1,353.02
01-408-312	9,978.75	.00	9,978.75
01-408-313	3,442.75	.00	3,442.75
01-409-240	146.20	.00	146.20
01-409-250	299.43	.00	299.43
01-409-360	1,405.20	.00	1,405.20
01-409-361	947.85	.00	947.85
01-409-362	923.12	.00	923.12
01-409-366	947.03	.00	947.03
01-409-373	15,666.88	.00	15,666.88
01-409-431	31.95	.00	31.95
01-409-450	480.00	.00	480.00
01-409-451	30.00	.00	30.00
01-409-452	8,650.00	.00	8,650.00
01-413-156	3,203.99	.00	3,203.99
01-413-158	212.89	.00	212.89
01-413-420	60.00	.00	60.00
01-413-451	5,386.00	.00	5,386.00
01-414-314	2,240.26	.00	2,240.26
01-414-341	454.40	.00	454.40
01-414-450	1,087.00	.00	1,087.00
01-426-450	491.88	.00	491.88
01-430-156	11,145.26	.00	11,145.26
01-430-158	518.89	.00	518.89
01-430-238	1,157.76	.00	1,157.76
01-430-245	3,802.56	.00	3,802.56
01-430-250	1,790.19	.00	1,790.19
01-430-374	765.05	.00	765.05
01-430-450	2,155.00	.00	2,155.00
01-433-245	402.99	.00	402.99
01-436-245	628.00	23.84	604.16
01-436-450	2,450.00	.00	2,450.00
01-438-245	3,960.95	.00	3,960.95
01-446-452	27,596.00	.00	27,596.00
01-454-156	609.33	.00	609.33
01-454-158	67.37	.00	67.37
01-454-245	1,354.94	.00	1,354.94
01-454-314	820.00	.00	820.00
01-454-342	125.00	.00	125.00
01-454-372	910.61	.00	910.61
01-454-720	5,080.00	.00	5,080.00
01-459-450	117.63	.00	117.63
08-429-314	51.25	.00	51.25

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
09-440-156	1,985.32	.00	1,985.32
09-440-158	194.25	.00	194.25
09-440-233	44,300.46	.00	44,300.46
09-440-250	47.34	.00	47.34
09-440-301	180.00	.00	180.00
09-440-338	422.47	.00	422.47
09-440-360	3,883.43	.00	3,883.43
09-440-420	285.00	.00	285.00
09-440-430	49.00	.00	49.00
09-440-450	897.73	.00	897.73
09-440-453	3,625.71	.00	3,625.71
09-441-450	5,922.10	.00	5,922.10
09-447-156	7,320.30	.00	7,320.30
09-447-158	240.11	.00	240.11
09-447-251	1,651.59	.00	1,651.59
09-447-252	41.65	.00	41.65
09-447-450	3,000.00	.00	3,000.00
30-406-700	7,265.00	.00	7,265.00
30-406-701	16,437.75	.00	16,437.75
30-409-700	4,160.44	.00	4,160.44
30-409-702	2,615.00	.00	2,615.00
30-413-701	3,625.00	.00	3,625.00
30-452-701	4,990.00	.00	4,990.00
30-454-700	5,926.25	.00	5,926.25
31-200200	.00	50.23-	50.23-
31-461-314	871.25	.00	871.25
31-461-431	123.95	50.23-	73.72
31-461-450	3,400.00	.00	3,400.00
31-461-451	2,514.01	.00	2,514.01
33-440-706	120,488.71	671.25-	119,817.46
Grand Totals:	<u>388,247.64</u>	<u>795.55-</u>	<u>387,452.09</u>

Summary by General Ledger Posting Period

GL Posting Period	Debit	Credit	Net
02/23	50.23	.00	50.23
05/23	.00	50.23-	50.23-
12/23	4,990.00	50.23-	4,939.77
04/24	265,006.78	23.84-	264,982.94
05/24	118,200.63	671.25-	117,529.38
Grand Totals:	<u>388,247.64</u>	<u>795.55-</u>	<u>387,452.09</u>

Summary by General Ledger Posting Period

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GL Posting Period	Debit	Credit	Net
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Report Criteria:

Invoice.Invoice Number = {<->} "3817449"

[Report].Invoice Number = {<->} "3829982"

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# New Garden Township

299 Starr Road • Landenberg, PA 19350

## Memorandum

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Date: May 14, 2024

To: Chris Himes, Township Manager

From: Robert Weer, Township Zoning Officer

**Re: Zoning Hearing Board Applications**

Chris,

The following is a summary of the Zoning Hearing Board applications.

ZONING HEARING BOARD – 104 & 106 Starr Rd/UPI #60-5-1/John and Nancy Gioffredi. Application is for a 9.5-acre parcel located in the R-1 Low Density Residential Zoning District. The current use of the property is for mushroom production with six double mushroom growing houses, associated wharfs, and areas for disposal of spent mushroom compost. There are two detached sheds which are used in conjunction with the growing operations. In the fall of 2023, a single-family dwelling that had been considered an unsafe structure by the township code enforcement was demolished with the foundation walls remaining. The application proposes to add two modular homes to the property and suggests one home would be a replacement for the recently demolished structure.

Applicants seek a variance from zoning ordinance section 200-18.A to permit more than one use on the property and a variance to allow the second modular home as a second use.

This was scheduled for the April Planning Commission and has been rescheduled for their May 22<sup>nd</sup> meeting. The Zoning Hearing is scheduled for June 3, 2024 at 6:30 pm.

Staff recommendation:

Staff recommends that the Board of Supervisors take no action.

ZONING HEARING BOARD – 172 Maple Ln./UPI # 60-3-127.4/Baehr Acres LLC.

Application is for a 1.5-acre vacant parcel in the R-1 Low Density Residential District to allow a 30' X 40' accessory structure on a vacant parcel. Applicant seeks a variance from Zoning Ordinance Section 200-18, Use Regulations. A Single family detached dwelling is

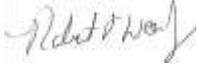
a use by right and a residential garage is a use by right as an accessory use. Accessory Building and Structure, Residential is defined as “a building or structure subordinate to the principle residential building located on the same lot...”. Additionally, the lot does not have access to the roadway and requires a driveway through a separate parcel. Both parcels are owned by the same individuals with separate owner names.

This is scheduled for the May 22<sup>nd</sup> Planning Commission meeting. The Zoning Hearing is scheduled for June 3, 2024, at 6:30 pm after the first application.

Staff Recommendation:

Staff recommends the Board of Supervisors take no action.

Respectfully,



Robert F. Weer Jr.

**NEW GARDEN TOWNSHIP - STAFF REPORT/RECOMMENDATION**

**REQUESTING DEPARTMENT:** Township Manager

**MEETING DATE:** May 20<sup>th</sup>, 2024

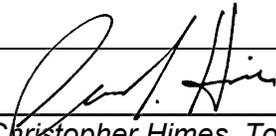
**SUBJECT/TOPIC:** Fiscal Policy Adoption

**BACKGROUND:** Financial policies provide a framework for making annual budgetary and other financial decisions and serve as the foundation for supporting good bond ratings that reduce the cost of borrowing. Historically, the Township has operated without an institutionalized financial management document which led to a common practice of approving structurally unbalanced budgets, lacking a capital replacement strategy for its aging infrastructure, and having a sustainable plan for long-term solvency.

To better align with Government Finance Officers Association (GFOA) adopted best practices, which recognizes that financial policies are an essential part of public financial management, the recommendation is to adopt a Township Fiscal Policy.

<b>FINANCIAL IMPACT:</b> <b>Total:</b>  <b>N/A</b>	Budgeted:	YES <input checked="" type="checkbox"/> NO
	Amount Budgeted:	\$0.00
	Amount Spent:	\$0.00
	Amount Requested:	\$0.00
	Budget Line Item:	N/A

**STAFF RECOMMENDATION:** That the Board of Supervisors adopt the proposed Fiscal Policy as written.

<b>TOWNSHIP MANAGER APPROVAL:</b> Required: <input checked="" type="checkbox"/> Not Required: _____	 _____ Christopher Himes, Township Manager
<b>TOWNSHIP SOLICITOR APPROVAL:</b> Required: _____ Not Required: <input checked="" type="checkbox"/>	_____ Winifred Sebastian, Township Solicitor

**ATTACHMENTS:**

- 1) Fiscal Policy Draft
- 2) Fiscal Policy Brief

## **NEW GARDEN TOWNSHIP FISCAL POLICY**

Financial policies provide a framework for making annual budgetary and other financial decisions. The Township has the following accounting and financial policies in place:

- A. Maintaining a Balanced Budget
- B. Fund Balance Policy
- C. Capitalization Policy
- D. General Cash Management Policy
- E. Investment Policy
- F. Contribution Policy
- G. Debt Management Policy

### **A. POLICY FOR MAINTAINING A BALANCED BUDGET**

#### **PURPOSE OF THE POLICY**

This policy provides guidance and ensures that there is a common understanding among the elected officials, staff, and the community concerning what a structurally balanced budget is, and the Township's intent to maintain it from year to year. The policy intends to demonstrate a commitment to long-term financial planning and sound fiscal policy.

#### **APPLICABILITY OF THE POLICY**

The Balanced Budget policy applies to New Garden Township's General Fund only.

#### **ACHIEVING AND MAINTAINING A BALANCED BUDGET**

A structurally balanced budget is one in which recurring revenues exceed or equal recurring expenditures. In other words, where the net income is positive. Incurring a net loss in any year would mean that the budget was not balanced. In Pennsylvania, a budget can be "balanced" by using fund reserves but then it would not be considered structurally balanced. A true structurally balanced budget supports financial sustainability for multiple years into the future.

New Garden Township intends to adopt a structurally balanced budget each year.

Recurring revenues are the portion of the municipality's revenues that are expected to continue year to year predictably.

Examples are:

- Real estate property taxes
- Real estate transfer taxes
- Earned income taxes
- Building permits
- Cable franchise fees
- Intergovernmental revenues

In preparing each year's budget, Township staff knows that we will have these recurring revenues but whether they can be expected to increase in the following year – or to decrease – is a matter of judgment. It is necessary to account for the broader economic view of what is happening in the United States and the region. Is a recession expected? Are housing prices going up or down? How will that affect recurring tax revenues? What is expected in terms of home building in the Township?

Recurring expenditures include salaries and benefits, pension costs, payroll taxes, maintenance, insurance, supplies, travel and training, etc. Recurring expenditures are those that can reasonably be expected to be consistent year to year (with expected cost of living increases) and which are required to maintain service levels. Governments recognize that they have a greater degree of flexibility in controlling non-recurring expenditures than recurring ones.

Reserves are the portion of the fund balance that is set aside as a hedge against future downturns in revenue. The Township has defined the minimum amount of funds that should be held in reserve in the Fund Balance Policy. Maintaining that minimum amount of Fund Balance and growing it each year is an indication of a structurally balanced budget.

The Township, as part of a conservative approach to governmental budgeting and in alignment with sound accounting practices, budgets for higher expenditures and lower revenues than might be expected for forecasting purposes.

#### **REMEDY FOR NON-COMPLIANCE**

If circumstances are such that the budget is not structurally balanced in a future period, and it is balanced only because it is using existing fund reserves, there must be a plan put into place to specify how and when the budget will again be structurally balanced. The plan should include the following:

- Cause of the budget imbalance
- Amount of time to return to a structurally balanced budget
- Annual amount of catch-up to return to a balanced position

#### **RESPONSIBILITY FOR THE POLICY**

The development and responsibility of the Balanced Budget Policy rests with the Director of Finance.

### **B. FUND BALANCE POLICY**

#### **PURPOSE OF FUND BALANCE**

New Garden Township believes in sound fiscal management and understands that keeping adequate working capital is fiscally responsible and advantageous for both the township and the taxpayers. The fund balance is an important measure of economic stability. It is essential that the Township maintain adequate levels of unreserved fund balance to provide the capacity to provide sufficient cash flow for daily financial needs; offset significant economic downturns or revenue shortfalls; secure and protect the bond rating of the Township; and provide funds for unforeseen expenditures related to emergencies.

#### **DEFINITIONS**

- Fund Balance. Net assets, which is the difference between assets and liabilities in a governmental fund, is considered Fund Balance.
  - The Governmental Accounting Standards Board (GASB), which establishes financial reporting rules for governments, separates fund balance into five classifications that comprise a hierarchy based primarily on the restrictions placed on the funds.
    - Non-spendable: That portion of the fund balance that cannot be spent because they are either in a non-spendable form or legally or contractually required to be maintained intact. Examples include inventories, prepaid items, account receivables, and other current assets that are consumed in the course of operations and cannot be converted to cash or are not expected to be available to pay current liabilities.
    - Restricted: That portion of the fund balance that is constrained to be used for a specific purpose as per an external party or law. These restrictions include such things as debt covenants or constraints imposed by legislation or federal and state agencies on the use of intergovernmental revenues, such as grants and contracts.
    - Committed: That portion of the balance that is to be used for a specific purpose as per Township resolution or ordinance. These funds may only be spent for the purpose intended by the resolution or ordinance and can only be uncommitted by the same action taken to commit the funds. Action to commit resources should occur before the fiscal year-end.
    - Assigned: That portion of the fund balance that is intended to be used for a specific purpose as established by the Treasurer or Township Manager. Assigned resources do not require formal action of the governing body. Assigned fund balance can reflect the appropriation of a portion of the existing fund balance to eliminate a projected deficit in the subsequent year's budget.
    - Unassigned: That portion of the fund balance that represents expendable available financial resources that can be used to meet contingencies and cash flow requirements. It is the residual after the non-spendable, restricted, committed, and assigned portions are deducted from the total fund balance.

### *Considerations*

Credit rating agencies and others monitor the levels of fund balance in the general fund as an important indicator of the Township's economic condition. While credit agencies have always analyzed fund balance as part of their evaluation of credit-worthiness, increased attention has been focused on determining sufficient levels due to recent events in the credit markets. The size of the fund balance is an important, but not the only consideration in the Township's rating. Other important factors are the reliability of a government's revenue sources, economic conditions, employment base, cash position, debt ratios, budget management, and fiscal decisions made by the governing body.

The Government Finance Officer's Association of the US & Canada (GFOA) recommends, at a minimum, that general-purpose governments, regardless of size, maintain unreserved fund balance in their general fund of no less than 5 to 15 percent of regular general fund operating revenues, or no less than one to two months of regular general fund operating expenditures.

### **FUND BALANCE POLICY**

It is the policy of New Garden Township to maintain a minimum unassigned fund balance in the general fund equal to 35% of all general operating expenditures (before any transfers to other funds) in the preceding fiscal year measured on a Generally Accepted Accounting Principles (GAAP) basis.

If the unassigned general fund balance drops below this minimum level, the Township shall plan to adjust budgeted resources in the subsequent fiscal years to restore the balance. Except in extraordinary circumstances, unassigned fund balance should not be used to fund any portion of the ongoing and routine year-to-year operating expenditures of the Township.

It should be used primarily to ensure adequate assigned balances, to respond to unforeseen emergencies, to provide cash flow, and to provide overall financial stability. Amounts above the targeted 35% shall be used for capital improvements or other one-time expenditures as authorized by the Board of Supervisors.

The General Fund assigned and unassigned fund balance shall be used as a revenue source to balance the general operating budget under the following conditions:

- It will be used for “one-time” expenditures.
- If used to fund the recurring expenditures of the next fiscal year, future budget decisions will revolve around finding resources to continue funding these expenditures.

Board action must be taken to establish the types of assignments before the fiscal year end but will delegate to the Treasurer the determination of the proper amounts that are required.

## **POLICY ADMINISTRATION**

The Treasurer shall be responsible for monitoring and reporting the Township’s various assignments. The Township Manager is directed to make recommendations to the Board of Supervisors on the use of unassigned funds both as an element of the annual operating budget submission and from time to time throughout the year as needs may arise.

## **C. CAPITALIZATION POLICY**

### **POLICY PURPOSE**

It shall be the policy of New Garden Township to apply accounting principles per generally accepted accounting principles (“GAAP”). GAAP includes all relevant Governmental Accounting Standards Board (“GASB”) pronouncements. This policy relates to the capitalization of capital assets and also describes what does not qualify for capitalization.

### **SCOPE**

This policy applies to New Garden Township’s Governmental and Proprietary Funds.

### **RESPONSIBILITY**

The Treasurer is responsible for maintaining and revising this policy with the review and approval of the Township Manager.

## **POLICIES AND GOALS**

Applicability. This policy applies to every capital asset purchased or received by donation that has an initial cost of \$5,000 (\$10,000 in the case of infrastructure assets) or more.

### *Definition of a Capital Asset*

A capital asset has an initial cost of \$5,000 or more and an estimated useful life of over one year. Such assets are recorded at historical cost if purchased or constructed. Donated capital assets are recorded at estimated fair value at the date of donation. Major outlays for capital assets and improvements are capitalized as projects are constructed, inclusive of ancillary costs. Certain costs can exceed \$5,000 and are not deemed to be capital in nature. Painting a building is one example of a cost that is incurred but is deemed to be a maintenance expense and not capitalizable. However, if a truck was purchased and the truck was painted a special color before delivery to the Township, the painting would be capitalized as part of the truck purchase since it occurred at the time of purchase and added to its value.

### *Depreciation Method*

The Township's capital assets are depreciated using the straight-line method over the following estimated useful lives:

- Land improvements            10 – 30 years
- Buildings                        40 years
- Building improvements       7 - 40 years
- Infrastructure                   50 years
- Machinery & equipment       5 – 20 years
- Vehicles                         5 – 18 years

The half-year convention is used to record depreciation. Under this convention, half of the normal depreciation is recorded in the first and last year of an asset's estimated useful life.

## **D. GENERAL CASH MANAGEMENT POLICY**

### **POLICY PURPOSE**

It shall be the policy of New Garden Township to develop, encourage, and enforce a controlled environment for the receipt of all revenues and management of expenditure-related processes. The ultimate goal is to ensure that proper controls exist for all transaction processes per the generally accepted accounting principles (GAAP), local ordinances, and state laws. This policy describes the guidelines associated with the receipt and processing of Township revenues and expenditures.

### **SCOPE**

This policy applies to New Garden Township's Governmental and Proprietary Funds.

### **RESPONSIBILITY**

The Treasurer is responsible for maintaining and revising this policy with the review and approval of the Township Manager.

## **POLICIES AND GOALS**

This policy is applicable to every Township department involved in handling any Township cash or checks and includes the procedures and internal controls in place for each payment method and the use of electronic means to make payments as often as possible.

### *Applicability*

Employees with any type of cash or check handling function are required to be familiar with the requirements of this policy.

### *Segregation of Duties*

Cash or check handling operations must be subject to daily supervisory review and management. To minimize the potential for mistakes or misappropriation of cash or checks, the segregation of handling duties is mandatory. The duties of collecting cash or checks, maintaining documentation, preparing deposits, and reconciling records should be separated among different individuals. In departments where separation of duties is not feasible, strict individual accountability and review of the funds by management is required. Safekeeping Departments handling cash or checks are responsible for the safekeeping of these Township assets. The following general guidelines should be followed to help maintain the integrity of those areas handling cash and checks:

- Unauthorized persons are not allowed in areas when cash or checks are being handled
- Large sums of cash or checks should be counted and handled out of sight of the general public
- Cash or checks should never be left unattended. If an employee leaves his or her desk, for any reason, cash or checks must be appropriately secured and locked.
- For overnight storage, cash and checks should be locked in the safe located in the Finance Department

Under no circumstances should an individual keep Township cash or checks with their own personal funds, deposit Township funds in a personal bank account, or take Township funds to one's home for safekeeping

### *Incoming Revenues*

New Garden Township receives funds for many reasons, aside from general Tax revenue provided by the County or Collections Agency. The Township's various departments collect fees for the services they provide.

- The Codes Department collects fees for permits, refinance certifications, zoning permits, hearings, and usage of the Township's recreational fields.
- Fees are collected for engineering reviews of subdivision and land development—plan submittals.
- The Finance Department receives additional sources of revenue which include, but are not limited to, earned income and local service taxes, realty transfer taxes, cable franchise fees, cell tower rentals, and intergovernmental revenues.

### *Collection of Revenues*

The Township collects the aforementioned revenues in a variety of ways:

1. Mail delivery to the Township Office
2. Cash or check collections at the Township Office
3. ACH transactions

All mail is opened, and cash or checks are recorded by the Finance Department. Receipts are given to everyone who brings cash or checks to the Township Office, and they are also recorded by the Finance Department. Receipts are provided for all transaction types (cash, check, or card). All ACH transactions are recorded in the general ledger by the Finance Department.

#### *Revenue Recognition*

All revenues received must be recorded accurately into the township's financial software. The Finance Department has the responsibility for entering all receipts accurately and promptly. Most checks are entered via check scanners that the Township uses as depositories. Checks that will not scan properly, and cash, must be physically deposited at the bank.

#### *Petty Cash*

The Township maintains a small amount of petty cash on hand to be used for small cash expenses that may be incurred from time to time. Petty cash is kept in the locked safe. A nominal amount of cash is maintained at the counter to make change and is kept in a locked safe. Receipts are turned over to the Finance Department.

#### *Purchasing Approvals*

The Manager shall be the purchasing officer of the Township, and shall purchase, following the provisions of the Second-Class Township Code, as amended, all supplies and equipment for the departments under his supervision, and for such other departments, offices, agencies, and boards of the Township as the Board may from time to time direct.

The Manager shall be authorized to approve purchase orders or construction change orders up to the sum of fifteen thousand dollars (\$15,000.00), without the approval of the Board. This shall not be construed to include payrolls, debt service, or other legal obligations of the township. In cases of emergency, the fifteen thousand dollars (\$15,000.00) limit shall not apply, but the Board shall be apprised of the emergency as soon as possible.

The Manager shall also be authorized to delegate authority to approve purchase orders up to the sum of five thousand dollars (\$5,000.00) to directors and other key employees, as necessary, without approval of the Board.

Nothing herein authorizes the Township Manager to purchase goods and services above statutory bid limits without following the procedures contained in the Second-Class Township code or other authorizing statutes.

#### *Electronic Payment Methods*

- Automated clearing house (ACH) – the movement of funds in a batch process, which is best for high volume, low dollar transactions such as payroll, expense reimbursement, and routine vendor payments, as the cost per transaction is low relative to other forms of electronic payment.

- Wire transfer – immediate movement of funds between bank accounts with guaranteed settlement, which is most suitable for high dollar transactions because the cost per transaction is high relative to other forms of electronic payment.
- Purchasing (procurement) cards – a credit card transaction designed to reduce the volume of small dollar purchase orders issued, field purchase orders or to eliminate petty cash. Purchasing cards are used at the point of sale, which is convenient for the employee and the customer, and payments are made in aggregate. Vendors that accept the payment will pay a processing fee. There is usually no cost to the government, and the issuing bank may provide a rebate based on transaction volume. In addition, restrictions can be put on the purchasing cards such as a per purchase dollar amount limit, dollar limits per transaction cycle, and by MCC (merchant category code).
- Electronic accounts payable – a credit card transaction, often without physical cards, that allows governments to pay invoices electronically. These payments are made during the normal accounts payable process, but the vendor or government has designated a preference to receive funds via the card instead of checks. As with purchasing cards, the vendor pays a processing fee, and the government may receive a rebate.

## **E. INVESTMENT POLICY FOR TOWNSHIP FUNDS**

### **PURPOSE OF INVESTMENT POLICY**

The safety of public funds is the foremost objective of New Garden Township cash management. It shall be the policy of the Board of Supervisors to optimize its return through investment of cash balances in such a way as to minimize non-invested balances and to maximize the return on investments. The primary objectives of investment activities, in priority order, shall be:

- **Legality** – All investments shall be made per applicable laws of Pennsylvania and the Second Class Township Code.
- **Safety** – The safety of the principal shall be of the highest priority. Preservation of capital in the portfolio of investments shall be ensured through the mitigation of credit risk and interest rate risk.
- **Liquidity** – Investments shall remain sufficiently liquid to meet all operating requirements that are reasonably anticipated. A fiscal year operations anticipated cash flow shall be developed so that investments can be made as early as possible, with maturities concurrent with anticipated cash demands
- **Yield** – Investments shall be made with the objective of attaining a market-average rate of return throughout the budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs.

### **SCOPE**

This policy is not intended to cover the Township’s pension or other retirement plans which have their own Investment Policy.

### **AUTHORITY**

All investments made by the Treasurer or designee shall be made in accordance with this policy and a Board-approved investment program.

### **DEFINITIONS**

- Short-term – any period of thirteen (13) months or less.
- Long-term – any period exceeding forty-eight (48) months duration.
- Mid-range – any period between short-term and long-term.
- Concentration of credit risk – the risk associated with the consolidation of investments in a single pool, institution, or instrument.
- Credit risk – the risk of loss of principal due to the failure of the security issue or backer of the issue.
- Custodial credit risk – the risk of loss associated with consolidation of investments with a single institution where the Township may rely on the institution to hold investments on behalf of the Township or through collateral action when the instruments are not in the Township’s name.
- Interest rate risk – the risk that the market value of securities will fall due to changes in market interest rates.

**DELEGATION OF RESPONSIBILITY**

The Board shall delegate to the Treasurer or designee the responsibility to manage the Township’s investment program, in accordance with this policy. The accounting systems will provide regular information concerning cash positions and investment performance. An annual review of the investments shall be performed by the Treasurer or designee, based upon the anticipated cash flow of all Township funds – e.g. General, Capital Fund, and Bonds. The Treasurer or designee shall report the following to the Board on a quarterly basis:

- Amount of funds invested
- Interest rate
- Types and amounts of each investment and maturity date
- Names of the institutions where investments are placed
- Current market value of the funds invested

**GUIDELINES**

The Commonwealth of Pennsylvania’s Second Class Township Code - Section 3204 states certain types of investments in which the Township is permitted to invest. These include:

- United States Treasury Bills.
- Short-term obligations of the United States government or its agencies.
- Savings accounts or time deposits of Pennsylvania institutions insured by the Federal Deposit Insurance Guaranty Corporation or the National Credit Union Share Insurance Fund up to the amount covered by insurance with the remainder covered by approved collateral pledged by the depository.
- Obligations of the United States, Commonwealth of Pennsylvania, any political subdivision of the Commonwealth, and any of their agencies or instrumentalities, backed by their full faith and credit
- Shares of an investment company registered under the Investment Company Act of 1940 (54 Stat. 789, 15 U.S.C. paragraph 77a et seq.), if the only investments of that company are in the authorized investments for Township funds:
  - United States Treasury Bills
  - Short-term obligations of the Federal Government or its agencies or instrumentalities
  - Savings accounts or time deposits of Pennsylvania institutions insured by the Federal Deposit Insurance Guaranty Corporation or the National Credit Union Share Insurance Fund up to the

- amount covered by insurance with the remainder covered by approved collateral pledged by the depository.
- Obligations of the United States, Commonwealth of Pennsylvania, any political subdivision of the Commonwealth, and any of their agencies or instrumentalities, backed by their full faith and credit ☑ Certificates of Deposit from institutions having their principal place of business in the Commonwealth and insured and collateralized as noted above.

## **CUSTODY**

All securities shall be purchased in the name of the Township and held in a bank's custody or agent in the Township's name. All investment advisors or banking institutions shall be required to understand this policy and all applicable statutes related to municipal investments in the Commonwealth of Pennsylvania, and intend to fully comply with these requirements. The Township shall require all investment advisors or banking institutions to submit their audited financial statements each year.

## **DISCLOSURE**

The Treasurer or designee involved in the Township's investment process shall disclose all personal business activity that would conflict with the proper execution and management of the investment policy or could impair the ability to make impartial decisions.

## **AUDIT**

The Board directs that all investment records be subject to annual audit by the Township's independent auditors. The audit shall include, but not be limited to, independent verification of amounts and records of all transactions, as deemed necessary by the independent auditors.

## **BOND PROCEEDS**

Bond proceeds shall be invested per the Local Government Unit Debt Act (Act of July 12, 1972 P.L. 78 1, No. 185) and applicable federal and state laws, subject to approval by the solicitor and/or bond counsel and the Township. Investment transactions arising from bond proceeds shall be reported to the Board monthly per this policy.

## **COMPLIANCE WITH GENERALLY ACCEPTED ACCOUNTING PRINCIPLES ("GAAP")**

Township funds shall not be invested in foreign currency and shall not have any related risk that would require disclosure pursuant to GASB Statement 40. Township investments shall limit exposure to loss of principal due to market changes in interest rates. Township investments in authorized instruments that are not backed by the "full faith and credit" of the federal or state government shall be limited to those with the highest two (2) credit ratings for such instruments issued by a recognized organization. If the rating of any instrument is reduced after the purchase and is no longer in compliance with this policy, the individual responsible for Township investments shall replace the investment immediately upon receipt of notice of the rating change and notify the Board of the rating change, action taken and replacement of investment. When Township funds are invested in any one (1) issuer other than designated depository accounts, the amount of the investment shall be unlimited, but the Board shall be notified of such investment monthly.

## **POLICY ADMINISTRATION**

The Treasurer shall be responsible for monitoring and reporting the Township's various assignments. The Township Manager is directed to make recommendations to the Board of Supervisors on the use of unassigned funds both as an element of the annual operating budget submission and from time to time throughout the year as needs may arise.

## **F. CONTRIBUTION POLICY**

### **PURPOSE OF CONTRIBUTION POLICY**

The purpose of the Contribution Policy is to serve as a general guideline for approving or disapproving requests from outside agencies for contributions by the Township, using public funds.

### **SCOPE**

This policy is intended to cover the contributions made by New Garden Township to non-profit organizations that serve the residents of the Township. This policy shall not apply to contributions to emergency services agencies, e.g., fire and ambulance companies. This policy shall not apply to any nonprofit organization that may be established by New Garden Township.

### **AUTHORITY**

All contributions made by the Treasurer or designee shall be made per this policy and approved by the Board of Supervisors. The Township reserves the right to suspend all contributions to outside agencies at any time for any reason.

### **DELEGATION OF RESPONSIBILITY**

The Board shall delegate to the Treasurer or designee the responsibility to manage the Township's contributions, in accordance with this policy.

### **GUIDELINES**

Requests for contributions from outside agencies or parties may be approved at the Board's discretion if, at a minimum, they meet the following criteria:

- The requesting agency or party is a municipality within the Commonwealth of Pennsylvania or is a 501c(3) organization under Internal Revenue Service regulations.
- The requesting agency is non-religious.
- The requesting agency does not advocate support of, or opposition to, political campaigns, candidates, or ballot measures.
- The requesting agency does not promote, foster, or perpetuate discrimination on the basis of race, creed, color, age, religion, gender, marital status, or status with regard to public assistance, national origin, physical or mental disability, or sexual orientation.
- The requesting agency demonstrates that it provides services to residents of New Garden Township.
- The request for a contribution is made in writing and documents the reasons for the request and the amount of contribution requested.
- The requesting agency provides the Township with a copy of its budget for the year that the request is being made, as well as the most recent audits and/or financial statements of the agency.

## **DISCLOSURE**

The Treasurer or designee involved in the Township's process shall disclose all personal business activity that would conflict with the proper execution and management of the contribution policy or could impair the ability to make impartial decisions.

## **G. DEBT MANAGEMENT POLICY**

### **PURPOSE OF A DEBT MANAGEMENT POLICY**

A debt management policy provides credibility and transparency and ensures that there is a common understanding among the elected officials, staff, and the community regarding policies surrounding the issuance of municipal obligations.

The debt policy intends to demonstrate a commitment to long-term financial planning. It is the objective of the policy that:

- Financing is obtained only when necessary to purchase capital assets that can not be attained through the Township's available revenues or fund balance
- The most favorable interest rates and related costs are obtained
- Financial flexibility is maintained

### **APPLICABLE REGULATIONS GOVERNING MUNICIPAL DEBT**

#### *The Debt Act*

The Local Government Unit Debt Act (the "Debt Act"), administered by the Pennsylvania Department of Community and Economic Development (DCED), provides the procedure for Pennsylvania's local government units to issue debt and tax anticipation notes. Article IX, Section 10 of the Constitution of the Commonwealth of Pennsylvania requires the General Assembly to prescribe the debt limits of units of local governments in the Commonwealth, including the Township, based on a percentage of total revenues of such units over three years immediately preceding the borrowing.

Self-liquidating debt, subsidized debt, and all debt approved by referendum are excluded from such debt limits. The Debt Act implements Article IX, Section 10 of the Constitution. Under the Debt Act as presently in effect, there is no limit on the amount of electoral debt (debt incurred with the approval of the voters) that may be incurred or outstanding, but:

- The Township may not incur new non-electoral debt (debt not approved by the voters) if the total amount of such new non-electoral debt plus all other non-electoral debt to remain outstanding upon issuance of such new non-electoral debt, net of the amount of any non-electoral debt that constitutes subsidized debt or self-liquidating debt, will exceed 250% of the borrowing base.
- the Township may not incur new lease rental debt if the total amount of such new lease rental debt plus all other non-electoral debt and lease rental debt to remain outstanding upon issuance of such new lease rental debt, net of the amount of any non-electoral or lease rental debt that constitutes subsidized debt or self-liquidating debt, will exceed 350% of the Borrowing Base.

Lease rental debt is defined as: debt represented by obligations of an authority or another local government unit to be repaid by the Township pursuant to a lease, subsidy contract, guarantee or other form of agreement where such debt is or may be payable out of the tax revenues and other general revenues of the Township.

## **REFUNDING POLICY**

The primary objectives of proceeding with a current refinancing or an advance refunding shall be to benefit the Township in one or more of the following ways:

- Providing net present value savings
- Eliminate burdensome or restrictive covenants imposed by the terms of the bonds to be refunded
- Changing the type of debt instrument The Township should consider an advance refunding if it meets one of the following guidelines:
  - A refunding issue would generate net present value savings as outlined below
  - The final maturity of the refunding bonds should be no longer than the final maturity on the refunded bonds
  - Refunding issues should be structured to achieve level annual debt service savings Solely meeting one or more of the minimum guidelines will not necessarily result in the Township executing a refunding issue. All costs and benefits of the refunding will be taken into account and analyzed by the Township and its advisors in determining if the refunding is in the best interest of the Township. A present value analysis shall be prepared to identify the economic effect of the proposed refunding. To proceed with a refunding, a minimum net present value savings amount, as a percentage of the refunded par amount, should be achieved. Appropriate savings thresholds for the different refunding alternatives, based on the level of risk they pose, are shown below. The savings shall be calculated net of all issuance fees and using a net debt savings approach, which takes into consideration arbitrage rebate requirements.
- Current refunding: a minimum of three percent (3%) net present value savings should generally be achieved. (a current refunding is one in which the closing on the refunded bonds is within 90 days of the call date)
  - Advance refunding: a minimum of three percent (3%) net present value savings should be achieved. Prudent analysis should be performed to determine the most efficient method of funding the escrow portfolio.
    - An advance refund is one in which the closing is earlier than a current refund. New tax laws in 2017 made advance refunding taxable therefore they are rarely used).
  - In evaluating refunding opportunities and applying the above-referenced guidelines, the Township should consider the following factors:
    - For advance refundings, adjustments to the savings thresholds may be justified based on the length of time before the call and the length of time from the call to maturity. The longer the escrow, the higher the savings threshold should be. Conversely, shorter escrows may justify a lower savings threshold, but should not be lower than the minimum of three (3) percent noted above.
    - The couponing and/or callability of the refunding bonds may also justify adjustments to the savings threshold. Non-callable bonds might justify a higher threshold.
- For advance refunding, adjustments to savings thresholds may be justified based on where interest rates are at the time of the refunding relative to historical markets. In low interest rate markets, a

lower threshold may be justified while a higher threshold would be justified in high interest rate markets.

## **COMPONENTS OF THE DEBT MANAGEMENT POLICY**

### **DEBT LIMITS**

- The Township will issue debt only to construct or acquire capital assets and for making major renovations to existing capital assets or when the project is included in the Township's Capital Improvement Program.
- The Township can legally incur non-electoral debt equal to 250% of its borrowing base. The borrowing base is the average of total revenues for the past three (3) years minus certain statutory deductions.
- The Township will not construct or acquire a public facility if it is unable to adequately provide for the subsequent annual operation and maintenance costs of the facility.
- Growth in debt service should be sustainable and consistent with the projected growth of revenues.
- In no case will debt maturity exceed the useful life of the project. Where possible, the Township will seek to maximize principal repayment ahead of the scheduled repayment date.
- The Township will use three statistical measures to determine the debt capacity and compare these ratios (where possible) to other municipalities of similar size, rating agency standards, and its historical ratios to determine the affordability of the debt:
  - Debt per capita
  - Debt to taxable property value
  - Debt service payments as a percentage of general fund revenues or expenditures

### **DEBT STRUCTURING PRACTICES**

- The Township will strive to ascertain and maintain a credit rating and will maintain communication with bond rating agencies as necessary.
- Capital projects financed through the issuance of bonds shall not be financed for longer than the expected useful life of the project.
- The Township will attempt to structure debt issues to maintain level annual debt service payments over time
- Variable rate debt exposes the Township to interest rate risk, which is not a consideration or risk when employing fixed rate debt. Interest rate risk is the risk that interest rates will rise, on a sustained basis, above levels that would have been set if the rate had been fixed. The Township has elected not to issue variable-rate debt.
- The Township has elected not to use derivatives as an investment vehicle for any debt

### **DEBT ISSUANCE PRACTICES**

- It is the responsibility of the Finance Director/Treasurer to continually monitor market conditions for opportunities to improve the Township's debt position and to coordinate with financial advisors (as selected by the Township) to coordinate the timing, process, and sale of the Township's debt.
- Before any debt issuance, an analysis of market conditions and other financing options will be conducted to determine the feasibility and advisability of entering the credit markets at that time

- The process for selecting the financial advisor, bond counsel, and underwriters shall be discussed and documented. The Township is permitted to consider its experience with advisors and bond counsel that it has worked with in previous bond offerings.
- The Township may choose to use short-term bank financing when it is advantageous to do so in the case of smaller borrowings.
- The Township will choose the method of sale of its bonds (competitive, invited or negotiated) considering financial and market conditions, considering an assessment of the different risks associated with each method. Records shall be maintained to document the decisions for the methods discussed and selected.
- Competitive sale – the underwriter buys the bonds but does not provide advice or support to the issuer. In Pennsylvania, approximately 20% of sales are competitive.
- Negotiated sale – the issuer works with the underwriter who can provide advice. A negotiated sale provides more flexibility in determining the appropriate timing of taking the issue to market. In Pa., approximately 80% of bonds are issued in a negotiated sale.

#### **DEBT MANAGEMENT PRACTICES**

- The Township will manage debt issuance to comply with the established debt limits and will evaluate every year and revise them as necessary.
- To comply with Federal arbitrage regulation, the Township will not issue obligations until identifiable projects are close to initiation. Debt obligations will be issued as closely as feasible to the time contracts are expected to be awarded.
- Debt service payments:
  - The Township has a fiduciary responsibility to manage its funds in a manner that assures accurate and timely payment of debt service principal and interest.
  - The Township will negotiate terms allowing for full investment of funds until the payment due date by utilizing electronic fund transfer.
  - The Township requires that its paying agent invoice the Township at least 30 days before the due date for payment of principal and/or interest.
  - The Township will use electronic fund transfer to ensure transfer to the paying agent on or before the payment date. The Township is permitted to pay by check if circumstances make it necessary or prudent to do so.
- Purchase and sale of investments for bond proceeds:
  - The Township shall seek competitive rates for the investment of bond proceeds and shall endeavor to select the provider that can provide the highest rate of interest unless there are other benefits to be considered in the selection.
  - Compliance with all applicable Federal, State, and contractual restrictions regarding the use and investment of bond proceeds shall be maintained.
  - Invested proceeds shall be diversified to reduce risk exposure to investment providers, types of investment products and types of securities held.

#### *Disclosure*

- All fees resulting from investment services, or the sale of products should be fully disclosed to ensure there are no conflicts of interest and investments are being purchased at a fair market price.

- Underwriters of the bonds, but not the Financial or Investment Advisor, may bid on the sale of investment products for the proceeds. The Financial or Investment Advisor shall document the bidding process and results and shall certify in writing that a competitive and fair market price was received.

## **CONTINUING DISCLOSURE**

SEC Rule 15c2-12 requires that underwriters of municipal bonds ensure that the issuer will disclose certain information on an ongoing basis and other information, known as “material event notices,” within 10 business days of the event’s occurrence. These requirements are included in the Continuing Disclosure Agreement between the underwriter and the issuer.

### *Material Event Notices*

On August 15, 2018, the Securities and Exchange Commission adopted amendments to Rule 15c2-12 of the Securities Exchange Act to include additional material event notices. These changes were effective February 27, 2019. The Rule and its amendment should be reviewed annually for disclosure requirements. The following is an abbreviated list of items that are considered “material events”:

- New material debt obligations, including leases that “operate as a vehicle to borrow money”
- Bankruptcy
- Unscheduled draws on financial reserves, indicating financial difficulties
- Modifications to rights of bondholders, if material
- Adverse tax opinions pertaining to the issue
- Bond calls and tender offers
- Defaults on any existing debt
- Change in ratings on existing bond issues
- Failure to file annual financial reports on time

## **RESPONSIBILITY FOR THE POLICY**

The development and responsibility of the Debt Management Policy rests with the Treasurer/Director of Finance. The primary responsibilities of the Treasurer regarding Debt Management are as follows:

- Review Capital Improvement Projects on an annual basis to determine financing needs
- Annually, review opportunities for refinancing existing debts at more favorable terms
- Review annual debt ratios to insure compliance
- Ensure compliance with Federal and State continuing disclosure regulations and file all required documents as necessary

# NGT Fiscal Policy

May 20<sup>th</sup>, 2024



# What is a Fiscal Policy?

Fiscal policies are central to implementing a strategic, long-term approach to financial management and provide the following outcomes:

- **Institutionalize good financial management practices**
  - Formal policies usually outlive their creators, and, thus, promote stability and continuity. They also prevent the need to re-invent responses to recurring issues.
- **Clarify and crystallize strategic intent for financial management**
  - Financial policies define a shared understanding of how the organization will develop its financial practices and manage its resources to provide the best value to the community.
- **Define boundaries**
  - Financial policies define limits on the actions staff may take. The policy framework provides the boundaries within which staff can innovate in order to realize the organization's strategic intent.
- **Support good bond ratings and thereby reduce the cost of borrowing**
- **Promote long-term and strategic thinking**
  - The strategic intent articulated by many financial policies necessarily demands a long-term perspective from the organization.
- **Manage risks to financial condition**
  - A key component of governance accountability is not to incur excessive risk in the pursuit of public goals. Financial policies identify important risks to financial condition.
- **Comply with established public management best practices**
  - The Government Finance Officers Association (GFOA), through its officially adopted Best Practices endorsement of National Advisory Council on State and Local Budgeting (NACSLB) budget practices and the GFOA Distinguished Budget Presentation Award Program, has recognized financial policies as an **essential part of public financial management**.

\*(GFOA – 2024)

## What is included in a Fiscal Policy?

There are some basic financial policy categories that all governments should consider adopting. The recommended New Garden Township Fiscal Policy includes (but is not limited to):

1. Maintaining a Balanced Budget
2. Fund Balance Policy
3. Capitalization Policy
4. General Cash Management Policy
5. Investment Policy
6. Contribution Policy
7. Debt Management Policy



# 1. Maintaining a Balanced Budget

## **PURPOSE OF THE POLICY**

This policy provides guidance and ensures that there is a common understanding among the elected officials, staff, and the community concerning what a structurally balanced budget is, and the Township's intent to maintain it from year to year. The policy intends to demonstrate a commitment to long-term financial planning and sound fiscal policy.

## **APPLICABILITY OF THE POLICY**

The Balanced Budget policy applies to New Garden Township's General Fund only.

## **ACHIEVING AND MAINTAINING A BALANCED BUDGET**

A structurally balanced budget is one in which recurring revenues exceed or equal recurring expenditures. In other words, where the net income is positive. Incurring a net loss in any year would mean that the budget was not balanced. In Pennsylvania, a budget can be "balanced" by using fund reserves but then it would not be considered structurally balanced. A true structurally balanced budget supports financial sustainability for multiple years into the future.

New Garden Township intends to adopt a structurally balanced budget each year.

## **REMEDY FOR NON-COMPLIANCE**

If circumstances are such that the budget is not structurally balanced in a future period, and it is balanced only because it is using existing fund reserves, there must be a plan put into place to specify how and when the budget will again be structurally balanced. The plan should include the following:

- Cause of the budget imbalance
- Amount of time to return to a structurally balanced budget
- Annual amount of catch-up to return to a balanced position

## 2. Fund Balance Policy

### **PURPOSE OF FUND BALANCE**

New Garden Township believes in sound fiscal management and understands that keeping adequate working capital is fiscally responsible and advantageous for both the township and the taxpayers. The fund balance is an important measure of economic stability. It is essential that the Township maintain adequate levels of unreserved fund balance to provide the capacity to provide sufficient cash flow for daily financial needs; offset significant economic downturns or revenue shortfalls; secure and protect the bond rating of the Township; and provide funds for unforeseen expenditures related to emergencies.

### **FUND BALANCE POLICY**

It is the policy of New Garden Township to maintain a minimum unassigned fund balance in the general fund equal to 35% of all general operating expenditures (before any transfers to other funds) in the preceding fiscal year measured on a Generally Accepted Accounting Principles (GAAP) basis.

If the unassigned general fund balance drops below this minimum level, the Township shall plan to adjust budgeted resources in the subsequent fiscal years to restore the balance. Except in extraordinary circumstances, unassigned fund balance should not be used to fund any portion of the ongoing and routine year-to-year operating expenditures of the Township.

It should be used primarily to ensure adequate assigned balances, to respond to unforeseen emergencies, to provide cash flow, and to provide overall financial stability. Amounts above the targeted 35% shall be used for capital improvements or other one-time expenditures as authorized by the Board of Supervisors.

The General Fund assigned and unassigned fund balance shall be used as a revenue source to balance the general operating budget under the following conditions:

- It will be used for "one-time" expenditures.
- If used to fund the recurring expenditures of the next fiscal year, future budget decisions will revolve around finding resources to continue funding these expenditures.

### 3. Capitalization Policy

#### **POLICY PURPOSE**

It shall be the policy of New Garden Township to apply accounting principles per generally accepted accounting principles (“GAAP”). GAAP includes all relevant Governmental Accounting Standards Board (“GASB”) pronouncements. This policy relates to the capitalization of capital assets and also describes what does not qualify for capitalization.

#### *Definition of a Capital Asset*

A capital asset has an initial cost of \$5,000 or more and an estimated useful life of over one year. Such assets are recorded at historical cost if purchased or constructed. Donated capital assets are recorded at estimated fair value at the date of donation. Major outlays for capital assets and improvements are capitalized as projects are constructed, inclusive of ancillary costs. Certain costs can exceed \$5,000 and are not deemed to be capital in nature. Painting a building is one example of a cost that is incurred but is deemed to be a maintenance expense and not capitalizable. However, if a truck was purchased and the truck was painted a special color before delivery to the Township, the painting would be capitalized as part of the truck purchase since it occurred at the time of purchase and added to its value.

#### *Depreciation Method*

The Township’s capital assets are depreciated using the straight-line method over the following estimated useful lives:

- Land improvements 10 – 30 years
- Buildings 40 years
- Building improvements 7 - 40 years
- Infrastructure 50 years
- Machinery & equipment 5 – 20 years
- Vehicles 5 – 18 years

The half-year convention is used to record depreciation. Under this convention, half of the normal depreciation is recorded in the first and last year of an asset’s estimated useful life.



## 4. General Cash Management Policy

### **POLICY PURPOSE**

It shall be the policy of New Garden Township to develop, encourage, and enforce a controlled environment for the receipt of all revenues and management of expenditure-related processes. The ultimate goal is to ensure that proper controls exist for all transaction processes per the generally accepted accounting principles (GAAP), local ordinances, and state laws.

### **POLICIES AND GOALS**

This policy is applicable to every Township department involved in handling any Township cash or checks and includes the procedures and internal controls in place for each payment method and the use of electronic means to make payments as often as possible.

#### *Preferred Payment Method*

Fewer payments by local governments are being made by check as more electronic options are now available that are less subject to the risk of fraud and more integrated with the Township financial system for ease of processing.

#### *Electronic Payments*

- Automated clearing house (ACH)
- Wire transfer
- P-Card (rebate)
- Electronic accounts payable (AP)



# 5. Investment Policy

## PURPOSE OF INVESTMENT POLICY

The safety of public funds is the foremost objective of New Garden Township cash management. It shall be the policy of the Board of Supervisors to optimize its return through investment of cash balances in such a way as to minimize non-invested balances and to maximize the return on investments. The primary objectives of investment activities, in priority order, shall be:

- Legality – All investments shall be made per applicable laws of Pennsylvania and the Second-Class Township Code.
- Safety – The safety of the principal shall be of the highest priority. Preservation of capital in the portfolio of investments shall be ensured through the mitigation of credit risk and interest rate risk.
- Liquidity – Investments shall remain sufficiently liquid to meet all operating requirements that are reasonably anticipated. A fiscal year operations anticipated cash flow shall be developed so that investments can be made as early as possible, with maturities concurrent with anticipated cash demands
- Yield – Investments shall be made with the objective of attaining a market-average rate of return throughout the budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs.

The Treasurer or designee shall report the following to the Board on a quarterly basis:

- Amount of funds invested
- Interest rate
- Types and amounts of each investment and maturity date
- Names of the institutions where investments are placed
- Current market value of the funds invested



## 6. Contribution Policy

### **PURPOSE OF CONTRIBUTION POLICY**

The purpose of the Contribution Policy is to serve as a general guideline for approving or disapproving requests from outside agencies for contributions by the Township, using public funds.

### **SCOPE**

This policy is intended to cover the contributions made by New Garden Township to non-profit organizations that serve the residents of the Township. This policy shall not apply to contributions to emergency services agencies, e.g., fire and ambulance companies. This policy shall not apply to any nonprofit organization that may be established by New Garden Township.

### **GUIDELINES**

Requests for contributions from outside agencies or parties may be approved at the Board's discretion if, at a minimum, they meet the following criteria:

- The requesting agency or party is a municipality within the Commonwealth of Pennsylvania or is a 501(c)(3) organization under Internal Revenue Service regulations.
- The requesting agency is non-religious.
- The requesting agency does not advocate support of, or opposition to, political campaigns, candidates, or ballot measures.
- The requesting agency does not promote, foster, or perpetuate discrimination on the basis of race, creed, color, age, religion, gender, marital status, or status with regard to public assistance, national origin, physical or mental disability, or sexual orientation.
- The requesting agency demonstrates that it provides services to residents of New Garden Township.
- The request for a contribution is made in writing and documents the reasons for the request and the amount of contribution requested.
- The requesting agency provides the Township with a copy of its budget for the year that the request is being made, as well as the most recent audits and/or financial statements of the agency.



## 7. Debt Management Policy

### PURPOSE OF A DEBT MANAGEMENT POLICY

A debt management policy provides credibility and transparency and ensures that there is a common understanding among the elected officials, staff, and the community regarding policies surrounding the issuance of municipal obligations.

The debt policy intends to demonstrate a commitment to long-term financial planning. It is the objective of the policy that:

- Financing is obtained only when necessary to purchase capital assets that can not be attained through the Township's available revenues or fund balance
- The most favorable interest rates and related costs are obtained
- Financial flexibility is maintained



# Questions?



**NEW GARDEN TOWNSHIP, CHESTER COUNTY, PENNSYLVANIA**

**RESOLUTION NO. 2024-008**

**A RESOLUTION OF NEW GARDEN TOWNSHIP, CHESTER COUNTY,  
PENNSYLVANIA, SUPPORTING THE PENNSYLVANIA COMMISSION FOR THE  
UNITED STATES SEMIQUINCENTENNIAL (AMERICA250PA)**

**WHEREAS**, the Pennsylvania legislature and the Governor created AMERICA250PA in 2018 to plan, encourage, develop and coordinate the commemoration of the 250th anniversary of the United States and Pennsylvania's integral role in that event and the role of its people on the nation's past, present and future; and

**WHEREAS**, AMERICA250PA hopes to engage ALL Pennsylvanians and ALL 67 counties through their many signature and officially recognized programs, projects and events over the next several years by inspiring future leaders and celebrating all Pennsylvanians contributions to the nation over the last 250 years; and

**WHEREAS**, by adoption of AMERICA250PA' s four pillars of EPIC, we hope to educate, preserve, innovate, and celebrate.

**NOW, THEREFORE, BE IT RESOLVED, AND IT IS HEREBY RESOLVED**, that the Township of New Garden hereby endorses AMERICA250PA and its mission to educate, preserve, innovate and celebrate EVERY Pennsylvanian in EVERY county; and

**IT IS FURTHER RESOLVED** that a copy of this resolution be sent to the Chester County legislative delegation [cc250@chescof.org](mailto:cc250@chescof.org) and AMERICA250PA Commission.

This Resolution adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by the Board of Supervisors.

**ATTEST:**

\_\_\_\_\_

**SUPERVISORS:**

\_\_\_\_\_  
David Unger, Chairman

\_\_\_\_\_  
Ted Gallivan, Vice Chairman

\_\_\_\_\_  
Stephen Allaband, Member

\_\_\_\_\_  
Kristie Brodowski, Member

\_\_\_\_\_  
Troy Wildrick, Member

## NEW GARDEN TOWNSHIP - STAFF REPORT/RECOMMENDATION

**REQUESTING DEPARTMENT:** Airport

**MEETING DATE:** May 20, 2024

**SUBJECT/TOPIC:** East Parallel Taxiway Project

**BACKGROUND:** As part of the approved FY24-28 Capital Improvement Plan, the reconstruction of the East Parallel Taxiway project was approved and planned for implementation in FY24 through FY25 in two phases (1. Design and Engineering and 2. Construction) to support the continuance and development of the Airport as a transportation asset through maintenance of the airport facilities, including runway and hangar projects, per the Airport Master Plan.

### Area of Project



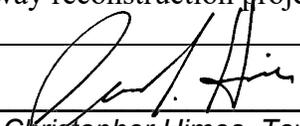
Combined, the overall project budget is \$1,274,233.00, with a 95% Pennsylvania Bureau of Aviation (BOA) and Federal Aviation Administration (FAA) share (\$1,213,556.00) and a 5% local share (\$60,677.00) for both phases.

Recently, the BOA and FAA requested an accelerated execution of the agreement from the identified contract engineer, TransSystems, at a cost not to exceed \$78,718.00, due to timelines associated with discretionary grant funding set aside to fund the project. The shared costs for engineering are:

- BOA / FAA - \$74,782.10
- NGFF Local Share - \$3,935.90

<b>FINANCIAL IMPACT:</b> <b>Total:</b>  FY24/FY25: \$78,718.00 (Design/Engineering Only)  <ul style="list-style-type: none"> <li>• BOA / FAA - \$74,782.10</li> <li>• NGFF Local Share - \$3,935.90</li> </ul>	Budgeted:	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
	Amount Budgeted:	\$160,000.00
	Amount Spent:	\$0.00
	Amount Requested:	\$3,935.90
	Budget Line Item:	33-440-704 Reconstruct E Parallel Taxiway

**STAFF RECOMMENDATION:** That the Board of Supervisors authorizes the Township Manager to approve the engineering contract for TransSystems for an amount not to exceed \$78,718.00 (\$3,935.90 Local Share) for the East Parallel Taxiway reconstruction project, pending Solicitor review.

<b>TOWNSHIP MANAGER APPROVAL:</b> Required: <input checked="" type="checkbox"/> Not Required: <input type="checkbox"/>	 _____ Christopher Himes, Township Manager
<b>TOWNSHIP SOLICITOR APPROVAL:</b> Required: <input type="checkbox"/> Not Required: <input type="checkbox"/>	_____ Winifred Sebastian, Township Solicitor

**ATTACHMENTS:**

- 1) TransSystems Contract



**TranSystems**

615 West Highland Avenue  
Ebensburg, PA 15931  
Tel 814.472.7700  
www.transystems.com

May 15, 2024

Jon Martin, Airport Manager  
New Garden Township  
299 Starr Road  
Landenburg, PA 19350

Submitted electronically: [jmartin@newgarden.org](mailto:jmartin@newgarden.org)

Re: New Garden Airport  
Grant or TA No.: Pending  
→ Reconstruct East Parallel Taxiway, Phase 1 (Design)  
→ Engineering Work Order # NG 2024-01

Dear Mr. Martin:

Submitted for your review is a draft copy of the Engineering Work Order Authorization #NG 2024-01 for the referenced project. This document includes the proposed Scope of Work and Fee for this project, the Sponsor Certification for Selection of Consultants, and the Engineering Contract Checklist. Please review this document so that any necessary changes can be made. If the document meets with your approval, please forward one (1) copy to PennDOT for review. I have enclosed sample cover letters for your use, if desired.

Once all approvals are received (i.e., Township and PennDOT), I will be sending you an electronic copy of the agreement for formal execution. Thank you for your cooperation in this matter.

Sincerely,

Richard L. Holes, PE  
Vice President - Aviation and Civil Engineering

XXX/tlh  
Enclosures

Cc Tracy Heming, TranSystems - Aviation Contract Manager

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May 16, 2024

Stanley Thigpen, PE, Regional Project Manager  
Commonwealth of Pennsylvania  
Department of Transportation  
Engineering District 6-0  
7000 Geerdes Blvd.  
King of Prussia, PA 19406

Re: New Garden Airport  
Grant or TA No.: Pending  
→ Reconstruct East Parallel Taxiway, Phase 1 (Design)  
→ Engineering Work Order # NG 2024-01

Dear Mr. Thigpen, PE:

Submitted for your review is a draft copy of the Engineering Work Order Authorization #NG 2024-01 prepared by TranSystems Corporation d/b/a TranSystems Corporation Consultants for the referenced project. This document includes the Scope of Work and Engineering Fees along with the Sponsor Certification for Selection of Consultants and the Engineering Contract Checklist. I have reviewed this document and recommend approval for formal execution. Therefore, we are requesting your review and concurrence to this recommendation.

If you have any questions, please do not hesitate in contacting us.

Sincerely,

Jon Martin  
Airport Manager

JM/th  
Enclosure  
cc: Tracy Heming, TranSystems - Aviation Contract Manager

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**Selection of Consultants**  
**Airport Improvement Program Sponsor Certification**

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Sponsor: New Garden Township

Airport: New Garden Airport

Project Number: B707210280 Consultant: TranSystems Corporation d/b/a TranSystems Corporation Consultants

Description of Work: Reconstruct East Parallel Taxiway, Phase 1 (Design)

**Application**

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

**Certification Statements**

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).  
 Yes  No  N/A
2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).  
 Yes  No  N/A
3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).  
 Yes  No  N/A
4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).  
 Yes  No  N/A

5. Sponsor has publicized or will publicize a RFQ that:
- a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and
  - b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).
- Yes  No  N/A
6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).
- Yes  No  N/A
7. Sponsor has verified or will verify that agreements exceeding \$25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR §180.300).
- Yes  No  N/A
8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:
- a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and
  - b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).
- Yes  No  N/A
9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).
- Yes  No  N/A
10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).
- Yes  No  N/A
11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR §200.318(i)).
- Yes  No  N/A
12. Sponsor has incorporated or will incorporate mandatory contract provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)
- Yes  No  N/A
13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:
- a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));
  - b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and
  - c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).
- Yes  No  N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

Yes  No  N/A

Attach documentation clarifying any above item marked with "no" response:

**Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Name of Sponsor: **New Garden Township** \_\_\_\_\_

Name of Sponsor's Authorized Official: \_\_\_\_\_

Title of Sponsor's Authorized Official: \_\_\_\_\_

Signature of Sponsor's Authorized Official: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

**ENGINEERING WORK ORDER AUTHORIZATION #NG 2024-01**

*for*

**PROFESSIONAL SERVICES**

**NEW GARDEN AIRPORT**

**RECONSTRUCT EAST PARALLEL TAXIWAY, PHASE 1 (DESIGN)**

State Grant or TA Number:	Pending
TranSystems Project Number:	B707210280

*Between*

**NEW GARDEN TOWNSHIP**

*and*

**TranSystems Corporation d/b/a TranSystems Corporation Consultants**

**May, 2024 ©**

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This document has important legal consequences; consultation with an attorney is encouraged with respect to its completion or modification.

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**ENGINEERING WORK ORDER AUTHORIZATION #NG 2024-01  
AGREEMENT FOR PROFESSIONAL SERVICES**

**NEW GARDEN AIRPORT**

**RECONSTRUCT EAST PARALLEL TAXIWAY, PHASE 1 (DESIGN)**

**PENNDOT GRANT OR TA NO.: Pending**

**THIS IS AN ENGINEERING WORK ORDER AUTHORIZATION** made as of \_\_\_\_\_, 2024 between New Garden Township, Chester County, Pennsylvania (OWNER) and TranSystems Corporation d/b/a TranSystems Corporation Consultants (ENGINEER) witnesseth:

WHEREAS, OWNER and ENGINEER entered into a Base Agreement for ENGINEER to perform work for 5-Year Airport Improvement Projects for OWNER originally executed on September 7, 2023.

WHEREAS, OWNER and ENGINEER in their mutual covenants herein agree in respect to the scope of work and engineering fees for the referenced project as provided by the ENGINEER for the OWNER as set forth below:

Section 1 through 8, inclusive and Exhibits A through K, inclusive, are to remain in full with the modifications, as attached Attachments included with this Supplement are:

- Exhibit A – Further Description of Basic Engineering Services and Related Matters
- Exhibit B – *(if applicable)* – RPR Services
- Exhibit C – Special Provisions
- Exhibit D – Federal Contract Provisions
- Exhibit E – State Contract Provisions
- Exhibit H – Schedule and Basis of Fees

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement retroactive to the week of May 13, 2024, to cover engineering expenses occurring prior to final execution of this agreement. Unless otherwise noted herein, by executing this Agreement, the OWNER is providing Notice to Proceed (NTP) to the ENGINEER for proceeding with all services under the Agreement.

**OWNER: New Garden Township**

**ENGINEER: TranSystems Corporation d/b/a TranSystems Corporation Consultants**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
Printed Name of Signer

By: Richard E. Genday, PE  
Printed Name of Signer

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

Title: Senior Vice President

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

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

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Witness)

## **EXHIBIT A: FURTHER DESCRIPTION OF BASIC ENGINEERING SERVICES AND RELATED MATTERS**

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1. This Exhibit A attached to, made a part of and incorporated by reference with the Agreement made between **New Garden Township (OWNER of the New Garden Airport) and TranSystems Corporation d/b/a TranSystems Corporation Consultants (ENGINEER) providing for professional engineering services. The Basic Services of ENGINEER as described in Section 1 of the Agreement are amended or supplemented as indicated below.**

### **Scope of Work for this Project**

This project is entitled Reconstruct East Parallel Taxiway, Phase 1 (Design) (Project). TranSystems will provide Professional Services for this Project at the New Garden Airport. This Project will include design and bidding phase services to reconstruct approximately 800' of the parallel taxiway from the end of the work completed in 2013 to the Runway 24 threshold. The work will include removing most of the existing taxiway pavement and designing a new alignment to meet current FAA Design Standards. Additionally, the project will include the layout of new taxiway edge lighting and the relocation of the fuel pumps and dispensers outside of what will be the new Taxiway Object Free Area. The Taxiway will be designed to meet Group II Design Standards and the pavement section will match that used from the western portion of the parallel taxiway that was construction in 2013.

As a part of the Scope of Work for this project, the ENGINEER will perform the following services:

### **2. During the Study and Report Phase, ENGINEER shall:**

- 1.2.1. Project Development.  
Participate in one (1) project scoping meeting, prepare the Scope of Work and assist the Owner in satisfying the requirements of Invitation to Apply issued by the PENNDOT Bureau of Aviation (STATE) to receive grant funding for this Project.
- 1.2.2. Environmental Coordination.  
An FAA Categorical Exclusion (CATX) Form for the Construction Phase was approved by the FAA/STATE prior to execution of this Work Order.
- 1.2.3. Airspacing.  
Completion and submission of five (5) FAA Form 7460-1, Notice of Proposed Construction or Alteration, for the critical Construction Equipment and one for the Construction Safety and Phasing Plan (CSPP).
- 1.2.4. ALP Update.  
Update the Airport Layout Plan (ALP), prepared by the Airports Master Plan Consultant, to generally reflect the as-built geometrics for submission to and approval by the FAA/STATE.
- 1.2.5. Exhibit A Update.  
No changes to the Airport Property Boundary are required for this Project; therefore, an update the existing Exhibit A (property map) is not required.

### **3. During the Preliminary Design Phase, ENGINEER shall:**

No Preliminary Design Phase Services are to be performed under this Agreement.

### **4. During the Final Design Phase, ENGINEER shall:**

- 1.4.5. Final Design Review Meeting.  
Furnish five (5) copies of the Final Design documents to the OWNER and State agencies for review and approval. Prepare for, attend and provide meeting notes for One (1) Design Review Meeting with the OWNER and appropriate agencies. All comments will be given due consideration and differences resolved.

- 1.4.6 Internal QA/QC Review.  
Engineer's Senior Airport Engineer and Construction Manager will perform an Independent Technical Quality Assurance/Control Review of the Final Documents prior to submitting them to the Owner/Agencies for approval to advertise the Project for Bidding.

**5. During the Bidding or Preconstruction Phase ENGINEER shall:**

- 1.5.1 General Bidding Services.
- A. Bid Document Distribution. Prepare ten (10) copies of the As-Bid documents for distribution to the OWNER, FAA, STATE and prospective bidders.
  - B. Pre-Bid Meeting. Schedule, prepare for, and conduct one (1) Pre-Bid Meeting between owner, engineer, prospective bidders, and other agencies. The Pre-Bid Meeting will be conducted in accordance with FAA AC 150/5370-12B, Quality Management for Federally Funded Airport Construction Projects, to discuss project scope, work schedule, funding, airport operational safety, contract requirements, and other project specific items. Prepare and distribute meeting notes in an Addendum.
- 1.5.5 Bid Opening, Tabulation and Recommend Award.  
The Owner will conduct the Bid Opening and transmit the Proposals to the Engineer for preparation of the Bid Tabulation and Recommendation of Award.

No Preconstruction Phase services are to be performed under this Work Order.

**6. During the Construction Phase ENGINEER shall:**

No Construction Phase Services are to be performed under this Work Order.

**7. During the Operational Phase ENGINEER shall:**

- 1.7.1 Project Closeout – Preparation and Submission of one (1) Final Closeout Package including a Final Project Close-Out Report, Sponsor Certifications, and Final Project Cost Summary for Owner review and acceptance in EGrants.

- 8. Time for Performance.** ENGINEER agrees that time is of the essence in the performance of its obligations under this agreement. Time schedules will be established as the work progresses and ENGINEER will make every effort to comply with these schedules. It is understood and agreed that ENGINEER is not responsible for delays caused by the State agencies, the OWNER or contractors employed in this project.

**EXHIBIT B: A LISTING OF THE DUTIES, RESPONSIBILITIES AND  
LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT  
REPRESENTATIVE (RPR) SERVICES**

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Exhibit B is not required for this Work Order.

## **EXHIBIT C: SPECIAL PROVISIONS**

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1. This Exhibit C attached to, made a part of and incorporated by reference into the Agreement made between **New Garden Township (OWNER of the New Garden Airport)** and **TranSystems Corporation d/b/a TranSystems Corporation Consultants (ENGINEER)** providing for professional services.

A. The Additional Services of ENGINEER as described in Section 2 of the Agreement are amended or supplemented by adding the following:

2.3.1 Project Administration.

Throughout the course of the project ENGINEER shall provide the following administrative services:

2.3.1.1 Assist OWNER in the preparation of Preparation of one (1) EGrants Application for financial assistance, with legal assistance provided by OWNER.

2.3.1.2 Provide all necessary coordination with appropriate State and Local agencies, including correspondence, telephone contact, memorandums and a maximum of one (1) meeting(s) or conference(s). Such coordination shall be provided during period covered by the agreed upon schedule for completion of the Project.

2.3.1.3 ENGINEER hereby stipulates that **Richard L. Holes, PE** **Vice President - Aviation and Civil Engineering** or some other employee of ENGINEER satisfactory to OWNER will be PROJECT MANAGER for ENGINEER.

2.3.2 Applications and Submissions.

2.3.2.1 Consult with OWNER and the State to determine any specific requirements, conditions or limitations relative to the PROJECT and incorporate them in revised estimates and documentation.

2.3.2.2 Prepare status and progress reports as required, including all correspondence and communications related thereto. Assist OWNER in the preparation of Monthly Project Cash Flow Progress Reports to be input into EGrants depicting the anticipated monthly cash drawdowns required during the Project duration.

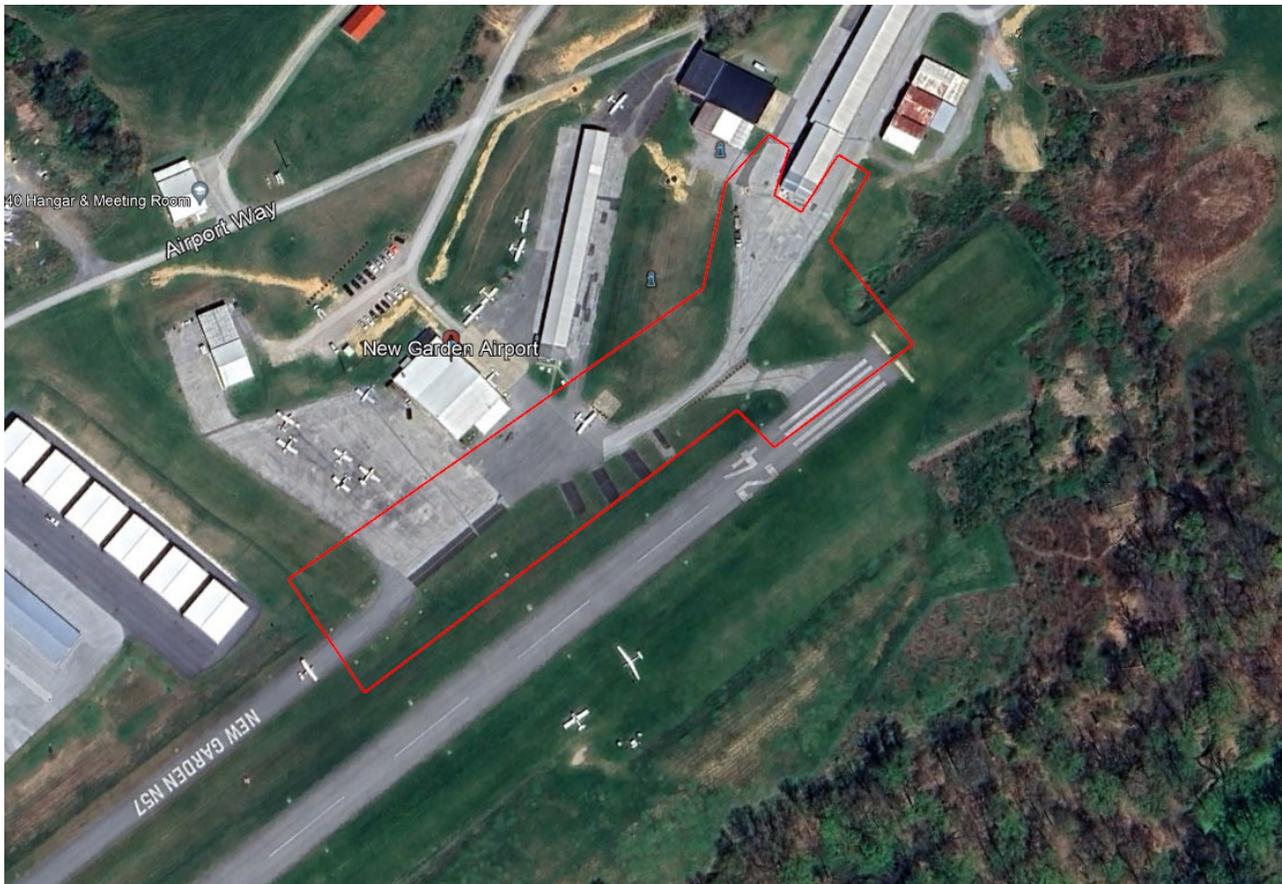
2.3.2.3 Assist OWNER in the preparation of Requests for Reimbursement from the State Agencies during the duration of the Project, with legal assistance provided by OWNER. Prepare and submit draft State pay requests for reimbursement of Owner's project expenses during construction phase. Prepare pay request summary spreadsheet, project summary spreadsheet and documentation for Owner's use in submitting monthly pay requests.

2.3.2.4 Assist OWNER in maintaining adequate financial records for the PROJECT to establish the nature and eligibility of all PROJECT costs. ENGINEER will also assist in determining the backup information required by the various funding agencies to support payment requests and partial and final audits. ENGINEER will record and/or file all cost and supporting data provided to him by OWNER and will advise OWNER on the type and extent of additional supporting information desired. However, ENGINEER will not be responsible for providing or verifying such information.

2.3.2.5 Assist OWNER in the preparation of State Block Grant Disadvantaged Business Enterprise (DBE) Reports including the Forms EO-380 - DBE Participation For Federal Projects, EO-402 BOA Monthly DBE-SBE Status Report, EO-354AV DBE Commercially Useful Function Report – Aviation, and AV-27 DBE Project Compliance Review Checklist for Airports.

2.3.3. Mapping and Surveys

The scope of this project is to perform ground surveys at the New Garden Airport to develop base mapping that will support the engineering design and eventual rehabilitation of the Taxiway area outlined in red on the image below.



### Topographic and Planimetric Survey

Using Trimble R12i GPS receivers and/or Trimble robotic total Stations, TranSystems surveyors will collect points using an approximate 15-foot grid pattern on the hard surface of the Taxiway Area. The contours will be depicted at 0.50' intervals although the achievable vertical accuracy on the hard surfaces of the runway and taxiways can only be stated as  $\pm 0.20'$  using this method of collection. In the grassy areas adjacent to the runway, the surveyors will use GPS survey methods to collect points in a frequency and manner sufficient for 0.5' contour generation with the same accuracy expectation.

Planimetric detail in the project area will be captured for orientation and planning purposes. The TranSystems survey crew, with due diligence, will use ground survey GPS methods to collect planimetric features that are determined to be necessary for this project.

The survey and the related tasks will occur at a time most appropriate for New Garden Airport flight operations and we will work with airport authorities to determine these times.

The TranSystems surveyors will be equipped with aviation band radios when performing field survey activities in the Airport Operations Area (AOA). Survey trucks will be equipped with flashing beacons, affixed to the top of the vehicles, and company logos for ease of identification. Surveyors will be properly badged or will work with airport escorts, if required.

All work will be performed on Pa South State Plane Coordinates, NAD83 and NAVD88 and tied to the National Spatial Reference System (NSRS) using the Geoid 18 Model. The ground surveys will be tied to existing PACS and SACS monumentation.

### Primary Deliverables

- Digital data in AutoCAD format consisting of the planimetric features and contours. Spot elevations shown as collected in the field will also be delivered.

- NO Plans, Reports or Aerial photography will be delivered for this project.
- If this project needs uploaded to the ADIP system, it will need to be NON-Safety Critical. If not, additional surveys will need to be completed at an additional fee.

#### 2.3.4 Land and Easements

No Land and Easements are required for this project.

#### 2.3.5 Soils and Subsurface Investigation

No Soils or Subsurface Investigation is required for this project.

#### 2.3.6 Special Studies

2.3.6.1 E&SC Design and Permitting. Permitting is not included in the Agreement. Based on coordination with the County Conservation District for Erosion and Sediment Control the plans should be prepared in accordance with the Pennsylvania Department of Environmental Protection's Chapter 102 Erosion Control Program. The scope will involve all design, calculations, plans and reports required to support the design.

2.3.6.2 CSPP/SPCD Preparation – Prepare the Construction Safety Phasing Plan (CSPP) for review and approval by the State. Prepare a draft SPCD to be submitted by the Contractor for compliance with the CSPP. The Engineer's responsibilities for coordination of construction safety programs shall not extend to direct control over or charge of the acts or omissions of the Construction Contractor, its subcontractors, agents or employees of the Construction Contractor or its subcontractors, or any other persons performing work on the Project not directly employed by the Engineer.

### **B. The General Considerations as described in Section 7 of the Agreement are amended or supplemented by adding the following:**

#### **7.7 Special Requirements**

- 7.7.1 All work accomplished by ENGINEER under the terms of this Agreement will comply with the terms and conditions of the Grant Agreement issued by the PennDOT Bureau of Aviation for this PROJECT.
- 7.7.2 No work will commence under this contract until so advised by OWNER.
- 7.7.3 ENGINEER agrees to abide by the terms of FAA's Title VI Assurances. In Title VI Assurances where the word "contractor" appears, it is understood to mean ENGINEER named in this Agreement. The Title VI Assurances are included in Exhibit D of the base agreement.
- 7.7.4 It is hereby agreed that ENGINEER will not subcontract nor change any of its obligations under this Agreement without prior written consent of OWNER.
- 7.7.5 All work will be performed in accordance with applicable State and Local laws and in conformance with applicable Commonwealth of Pennsylvania Department of Transportation, Construction Specifications, Publication 408. Periodic progress reports will be submitted to the Commonwealth of Pennsylvania and OWNER as the work progresses. The information necessary to update NASP forms and recommendations will be provided as part of this PROJECT.
- 7.7.6 Access to Records. OWNER, Federal Aviation Administration (FAA), PennDOT Bureau of Aviation (BOA), the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, paper and records of ENGINEER which are directly pertinent to a specific grant program, for the purpose of making audits, examinations, excerpts and transcriptions. ENGINEER shall maintain all required records for a period of three (3) years, after OWNER makes final payment and all other pending matters are closed.

## **EXHIBIT D: FEDERAL CONTRACT PROVISIONS**

Per May 24, 2023 FAA Guidelines for Contract Provisions

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This Exhibit “D” attached to, made a part of and incorporated by reference with the Agreement made between New Garden Township (OWNER of the New Garden Airport) and TranSystems Corporation d/b/a TranSystems Corporation Consultants (ENGINEER) providing for professional engineering services. As referenced in these provisions the term “Contractor” shall mean ENGINEER and the term “Subcontractor” shall mean “Subconsultant.”

### **Required Federal Contract Provisions for A/E Contracts**

- a. The Consultant agrees to comply with and to provide the required work and services in accordance with the provisions listed below, which are incorporated into this AGREEMENT by reference, as though physically attached.
- b. ~~Items that have been lined out have been determined to not be required for this project as the Scope of Work does not include the types of services or to the levels for which the Provision covers.~~

### **1. Purpose of this Document**

- 1) The purpose of this document is to establish a convenient resource for Sponsors that consolidates federal contract provisions and clauses into one document that includes an applicability matrix. This document itself does not create, revise or delete requirements for participation in the Airport Improvement Program (AIP). The source of requirements addressed within this document are identified within the section for each individual clause.
- 2) **While this document is intended to assist Sponsors with their compliance efforts, it does not alter or modify the terms of any applicable statute or regulation, is not a substitute for reading the regulation and the applicability matrix, and each corresponding document section, nor does it constitute legal advice.**
- 3) Federal laws and regulations require that a Sponsor (a recipient of federal assistance) include specific clauses in certain contracts, solicitations, or specifications regardless of whether or not the project is federally funded.
- 4) For purposes of remaining compliant with its obligations, a Sponsor must incorporate applicable contract provisions in all its procurements and contract documents. Unless otherwise stated, these provisions flow down to subcontracts and sub-tier agreements.
- 5) Terminology:
  - a. The term “**Sponsor**” is used in this document to mean either an obligated Sponsor on a project that is not federally funded, or a Sponsor on an AIP funded project. A Sponsor is a “recipient” of federal assistance when receiving AIP or other FAA grant funds.
  - b. The term “**Owner**” of a public use airport is generally used in the solicitation or contract clauses because of its common use in public contracts. An Owner becomes an obligated Sponsor upon acceptance of the AIP grant assurances associated with current or prior AIP grant funded projects.
  - c. For purposes of determining requirements for contract provisions, the term “**contract**” includes professional services, and subcontracts and supplier contracts such as purchase orders.
  - d. The term “**contractor**” is understood to mean a contractor, subcontractor, or consultant; and means one who participates, through a contract or subcontract (at any tier).
  - e. The term “**bid**” is understood to mean a bid, an offer, or a proposal.
  - f. The term “**applicant**” is understood to mean the following in different contexts:
    - i. For the Equal Employment Opportunity (EEO) clause, the term “**applicant**” means an applicant for employment (whether or not the phrase, *for employment*, follows the word applicant or applicants).
    - ii. For all other clauses, the term “**applicant**” means a bidder, offeror, or proposer for a contract.

## 2. Sponsor Actions

In general, Sponsor's actions consistent with obligations:

- 1) Include in its procurements the provisions that are applicable to its project.
- 2) Not incorporate the entire contract provisions guidelines in its solicitation or contract documents, whether by reference or by inclusion in whole. Incorporation of this entire guidance document creates potential for ambiguous interpretation and may lead to improper application that unnecessarily increases price. A Sponsor that fails to properly incorporate applicable contract clauses may place themselves at risk for audit findings or denial of Federal funding.
- 3) Incorporate applicable contract provisions using mandatory language as required. The subheading entitled *Applicability* advises whether a particular clause or provision has mandatory language that a Sponsor must use.
  - (a) Mandatory Language – Whenever a clause or provision has mandatory text, the Sponsor must incorporate the text of the provision without change, except where specific adaptive input is necessary (e.g., such as the Sponsor's name).
  - (b) No Mandatory Language – For provisions without mandatory language, this guidance provides model language acceptable to the FAA. Some Sponsors may have standard procurement language that is equivalent to those federal provisions. In these cases, Sponsors may use their existing standard procurement provision language provided the text meets the intent and purpose of the Federal law or regulation.
- 4) Require the contractor (including all subcontractors) to insert these contract provisions in each lower tier contract (e.g., subcontract or sub-agreement).
- 5) Require the contractor (including all subcontractors) to incorporate the requirements of these contract provisions by reference for work done under any purchase orders, rental agreements, and other agreements for supplies or services.
- 6) Require that the prime contractor be responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor, or service provider.
- 7) Verify that any required local or State provision does not conflict with or alter a Federal law or regulation.

## 3. Typical Procurement Steps

The typical procurement steps in a project are:

- 1) Solicitation, Request for Bids, or Request for Proposals – This is also called the Advertisement or Notice to Bidders.
- 2) Bidding or Accepting Proposals – In this stage, the bidders receive a complete set of the procurement documents, also known as the project manual. The project manual will typically include a copy of the solicitation, instructions-to-bidders, bid forms, certifications and representations, general provisions, contract conditions, copy of contract, project drawings, technical specifications, and related project documents.
- 3) Bid/Proposal Evaluation – Period when Sponsor tabulates, reviews, and evaluates all proposals for bid responsiveness and bidder responsibility.
- 4) Award – Point when the Sponsor formally awards the contract to the successful bidder.
- 5) Execution of Contract – Point at which the Sponsor formally enters into a legally binding agreement with bidder to perform services or provide goods.

#### 4. Applicability Matrix for Contract Provisions

Table 1 Matrix summarizes the applicability of contract provisions based upon the type of contract or agreement. The dollar threshold represents the value at which, when equal to or exceeded, the Sponsor must incorporate the provision in the contract or agreement.

Supplemental information addressing applicability and use for each provision is located in Appendix A. Appendix A and the Matrix include notes indicating when the Sponsor may incorporate references in the solicitation in lieu of including the entire text.

**Sponsors are responsible for reviewing both the Matrix and each corresponding section to determine applicability of specific contract provisions.**

#### Meaning of cell values in table below:

- Info – Sponsor has discretion on whether to include clause in its contracts.
- Limited – Provision with limited applicability depending on circumstances of the procurement.
- n/a – Provision that is not applicable for that procurement type.
- NIS – Provision that does not need to be included or referenced in the solicitation document
- REF – Provision to be incorporated into the solicitation by reference.
- REQD – Provision the Sponsor must incorporate into procurement documents.

Table 1 – Applicability of Provisions

Provisions/Clauses	Dollar Threshold	Solicitation	Professional Services	Construction	Equipment	Property (Land)	Non-AIP Contracts
<a href="#">Access to Records and Reports</a>	\$ 0	NIS	REQD	REQD	REQD	REQD	n/a
<a href="#">Affirmative Action Requirement</a>	\$10,000	REQD	Limited	REQD	Limited	Limited	n/a
<a href="#">Breach of Contract</a>	\$250,000	NIS	REQD	REQD	REQD	REQD	n/a
<a href="#">Buy American Preferences</a>	\$ 0	REF	Limited	REQD	REQD	Limited	n/a
(1) <a href="#">Buy American Statement</a>	\$ 0	NIS	Limited	REQD	REQD	Limited	n/a
(2) <a href="#">Construction</a>	\$ 0	NIS	Limited	REQD	REQD	Limited	n/a
(3) <a href="#">Equipment/Building Projects</a>	\$ 0	NIS	Limited	REQD	REQD	Limited	n/a
<a href="#">Civil Rights – General</a>	\$ 0	NIS	REQD	REQD	REQD	REQD	REQD
<a href="#">Civil Rights - Title VI Assurances</a>	\$ 0	REF	REQD	REQD	REQD	REQD	REQD
(1) <a href="#">Notice - Solicitation</a>	\$ 0	REQD	REQD	REQD	REQD	REQD	REQD
(2) <a href="#">Clause - Contracts</a>	\$ 0	NIS	REQD	REQD	REQD	REQD	REQD
(3) <a href="#">Clause – Transfer of U.S. Property</a>	\$ 0	NIS	n/a	n/a	n/a	Limited	REQD
(4) <a href="#">Clause – Transfer of Real Property</a>	\$ 0	NIS	n/a	n/a	n/a	REQD	REQD
(5) <a href="#">Clause - Construct/Use/Access to Real Property</a>	\$ 0	NIS	n/a	n/a	n/a	REQD	REQD
(6) <a href="#">List – Pertinent Authorities</a>	\$0	NIS	REQD	REQD	REQD	REQD	REQD
<a href="#">Clean Air/Water Pollution Control</a>	\$150,000	NIS	REQD	REQD	REQD	REQD	n/a
<a href="#">Contract Work Hours and Safety Standards</a>	\$100,000	NIS	Limited	REQD	Limited	Limited	n/a
<a href="#">Copeland Anti-Kickback</a>	\$ 2,000	NIS	Limited	REQD	Limited	Limited	n/a
<a href="#">Davis Bacon Requirements</a>	\$ 2,000	REF	Limited	REQD	Limited	Limited	n/a
<a href="#">Debarment and Suspension</a>	\$25,000	REF	REQD	REQD	REQD	Limited	n/a
<a href="#">Disadvantaged Business Enterprise</a>	\$ 250,000	REQD	REQD	REQD	REQD	REQD	n/a
<a href="#">Distracted Driving</a>	\$10,000	NIS	REQD	REQD	REQD	REQD	n/a
<a href="#">Domestic Preferences for Procurements</a>	\$0	NIS	REQD	REQD	REQD	REQD	Info
<a href="#">Equal Employment Opportunity</a>	\$10,000	NIS	Limited	REQD	Limited	Limited	n/a
(1) <a href="#">EEO Contract Clause</a>	\$10,000	NIS	Limited	REQD	Limited	Limited	n/a
(2) <a href="#">EEO Specification</a>	\$10,000	NIS	Limited	REQD	Limited	Limited	n/a
<a href="#">Federal Fair Labor Standards Act</a>	\$ 0	REQD	REQD	REQD	REQD	REQD	Info
<a href="#">Foreign Trade Restriction</a>	\$ 0	REQD	REQD	REQD	REQD	REQD	n/a
<a href="#">Lobbying Federal Employees</a>	\$ 100,000	REF	REQD	REQD	REQD	REQD	n/a
<a href="#">Occupational Safety and Health Act</a>	\$ 0	NIS	REQD	REQD	REQD	REQD	Info
<a href="#">Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment</a>	\$0	NIS	REQD	REQD	REQD	REQD	Info
<a href="#">Prohibition of Segregated Facilities</a>	\$0	NIS	Limited	REQD	Limited	Limited	n/a
<a href="#">Recovered Materials</a>	\$10,000	REF	Limited	REQD	REQD	Limited	n/a
<a href="#">Right to Inventions</a>	\$ 0	NIS	Limited	Limited	Limited	n/a	n/a
<a href="#">Seismic Safety</a>	\$ 0	NIS	Limited	Limited	Limited	n/a	n/a
<a href="#">Tax Delinquency and Felony Conviction</a>	\$ 0	NIS	REQD	REQD	REQD	REQD	n/a
<a href="#">Termination of Contract</a>	\$10,000	NIS	REQD	REQD	REQD	REQD	n/a
<a href="#">Veteran's Preference</a>	\$ 0	NIS	REQD	REQD	REQD	REQD	n/a

## FAA - Appendix A – CONTRACT PROVISIONS

### A1 ACCESS TO RECORDS AND REPORTS

#### ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

### A2 AFFIRMATIVE ACTION REQUIREMENT

#### NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION to ENSURE EQUAL EMPLOYMENT OPPORTUNITY

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

#### Timetables

Goals for minority participation for each trade: ~~\_\_\_\_\_~~ **[Sponsor must insert established goal]**

To find the goals for minority participation, a sponsor must either refer to the Federal Register Notice or to the Department of Labor online document, "[Participation Goals for Minorities and Females](#)". REMOVE THIS NOTE AFTER CONFIRMING

Goals for female participation in each trade: ~~\_\_\_\_\_~~ 6.9%

These goals are applicable to all of the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this notice and in the contract resulting from this solicitation, the “covered area” is New Garden Township, Pennsylvania, Chester, and CITY. [~~sponsor must insert state, county, and city~~].

### **A3 BREACH OF CONTRACT TERMS**

#### **BREACH OF CONTRACT TERMS**

Any violation or breach of terms of this contract on the part of the *Consultant* or its subconsultants may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide *Consultant* written notice that describes the nature of the breach and corrective actions the *Consultant* must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to *Consultant* until such time the *Consultant* corrects the breach or the Owner elects to terminate the contract. The Owner’s notice will identify a specific date by which the *Consultant* must correct the breach. Owner may proceed with termination of the contract if the *Consultant* fails to correct the breach by the deadline indicated in the Owner’s notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

### **A4 BUY AMERICAN PREFERENCE**

#### **FAA BUY AMERICAN PREFERENCE**

~~The Contractor certifies that its bid/offer is in compliance with 49 USC § 50101, BABA and other related Made in America Laws, 1 U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.~~

~~The bidder or offeror must complete and submit the certification of compliance with FAA’s Buy American Preference, BABA and Made in America laws included herein with their bid or offer. The Airport Sponsor/Owner will reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA’s Buy American Preference and BABA.~~

~~The bidder or offeror certifies that all constructions materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the project are manufactured in the U.S.~~

#### **Certification of Compliance with FAA Buy American Preference—Construction Projects**

~~This Certification does not apply to Professional Services Contracts.~~

#### **Certification of Compliance with FAA Buy American Preference—Equipment/Building Projects**

~~This Certification does not apply to Professional Services Contracts.~~

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1 Per Executive Order 14005 “Made in America Laws” means all statutes, regulations, rules, and Executive Orders relating to federal financial assistance awards or federal procurement, including those that refer to “Buy America” or “Buy American,” that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States, including iron, steel, and manufactured products offered in the United States.

**A5 CIVIL RIGHTS - GENERAL**

General Clause that is used for Contracts, Lease Agreements, and Transfer Agreements

**GENERAL CIVIL RIGHTS PROVISIONS**

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

**Specific Clause that is used for General Contract Agreements**

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

**Specific Clause that is used for Lease Agreements or Transfer Agreements**

This Clause does not apply to Professional Services Contracts.

**A6 CIVIL RIGHTS – TITLE VI ASSURANCE****Title VI Solicitation Notice****Title VI Solicitation Notice:**

The **New Garden Township**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

**Title VI List of Pertinent Nondiscrimination Acts and Authorities**

Insert this list in every contract or agreement, unless the Sponsor has determined and the FAA concurs, that the contract or agreement is not subject to the Nondiscrimination Acts and Authorities. This list can be omitted if the FAA has determined that the contractor or company is already subject to nondiscrimination requirements, which is a rare occurrence.

**Title VI List of Pertinent Nondiscrimination Acts and Authorities**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq.*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, *et seq.*).

### **Nondiscrimination Requirements/Title VI Clauses for Compliance**

#### **Compliance with Nondiscrimination Requirements:**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of

subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

#### **Title VI Clauses for Deeds Transferring United States Property**

This Clause does not apply to Professional Services Contracts.

#### **Title VI Clauses for Transfer of Real Property Acquired or Improved Under the Activity, Facility, or Program**

This Clause does not apply to Professional Services Contracts.

#### **Title VI Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program**

This Clause does not apply to Professional Services Contracts.

## **A7 CLEAN AIR AND WATER POLLUTION CONTROL**

### **CLEAN AIR AND WATER POLLUTION CONTROL**

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceed \$150,000.

## **A8 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS**

### **CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS**

#### 1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

#### 2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

#### 3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

#### 4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

**A9 COPELAND “ANTI-KICKBACK” ACT.****A9.1 COPELAND “ANTI-KICKBACK” ACT**

Contractor must comply with the requirements of the Copeland “Anti-Kickback” Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

**A10 DAVIS-BACON REQUIREMENTS****DAVIS-BACON REQUIREMENTS****1. Minimum Wages.**

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. ~~Withholding.~~ The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

### 3. ~~Payrolls and Basic Records.~~

(i) ~~Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.~~

(ii)(A) ~~The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly~~

transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/agencies/whd/government-contracts/construction/payroll-certification> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR § 5.12.

#### 4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the

contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

#### 5. Compliance with Copeland Act Requirements.

The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

#### 6. Subcontracts.

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR §§ 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR § 5.5.

#### 7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR § 5.12.

~~8. Compliance with Davis-Bacon and Related Act Requirements.~~

~~All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.~~

~~9. Disputes Concerning Labor Standards.~~

~~Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.~~

~~10. Certification of Eligibility.~~

~~(i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).~~

~~(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).~~

~~(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC § 1001.~~

**A11 DEBARMENT AND SUSPENSION****Bidder or Offeror Certification****CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT**

By submitting a bid/proposal under this solicitation, the Consultant certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

**Lower Tier Contract Certification****CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT**

The successful Consultant, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must confirm each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally-assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Consultant Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

**A12 DISADVANTAGED BUSINESS ENTERPRISE****Solicitation Language (Solicitations that include a Contract Goal)****Bid Information Submitted as a matter of responsiveness:**

The Owner's award of this contract is conditioned upon Consultant satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsiveness, the Consultant must submit the following information with its proposal on the forms provided herein:

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1);
- 4) Written statement from Consultant that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal
- 5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
- 6) If Consultant cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Consultant as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

**Bid Information submitted as a matter of responsibility:**

The Owner's award of this contract is conditioned upon Consultant satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsibility, every Consultant must submit the following information on the forms provided herein within five days after bid opening.

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1);
- 4) Written statement from Consultant that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal;
- 5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
- 6) If Consultant cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Consultant as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

**Solicitation Language (Race/Gender Neutral Means)**

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the **New Garden Township** to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

**Prime Contracts (Contracts Covered by a DBE Program)**

**Contract Assurance (49 CFR § 26.13; mandatory text provided) –**

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;

- 3) Liquidated damages; and/or
- 4) Disqualifying the Contractor from future bidding as non-responsible.

**Prompt Payment (49 CFR § 26.29; acceptable/sample text provided) –**

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than **30 calendar** days from the receipt of each payment the prime contractor receives from **New Garden Township**. The prime contractor agrees further to return retainage payments to each subcontractor within **30 calendar** days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the **New Garden Township**. This clause applies to both DBE and non-DBE subcontractors.

**Termination of DBE Subcontracts (49 CFR § 26.53(f); acceptable/sample text provided) –**

The prime contractor must not terminate a DBE subcontractor listed in response to paragraph 12.3.1, Solicitation Language as described above (or an approved substitute DBE firm) without prior written consent of **New Garden Township**. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent **New Garden Township**. Unless **New Garden Township** consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

**New Garden Township** may provide such written consent only if **New Garden Township** agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.

Before transmitting to **New Garden Township** its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to **New Garden Township**, of its intent to request to terminate and/or substitute, and the reason for the request.

The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise **New Garden Township** and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why **New Garden Township** should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), **New Garden Township** may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to preaward deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

## **A13 DISTRACTED DRIVING**

### **TEXTING WHEN DRIVING**

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

## **A14 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

### **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

## **A15 DRUG FREE WORKPLACE REQUIREMENTS**

This Clause does not apply to Professional Services Contracts.

## **A16 EQUAL EMPLOYMENT OPPORTUNITY (EEO)**

### **A16.1.1 EEO Contract Clause**

#### **EQUAL OPPORTUNITY CLAUSE**

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

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

### A16.1.2 EEO Specification

#### STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

1. As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
- d. "Minority" includes:
  - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
  - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);
  - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
  - (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan

does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which

demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

#### **A17 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

## **A18 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES**

### **CERTIFICATION REGARDING LOBBYING**

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## **A19 PROHIBITION OF SEGREGATED FACILITIES**

### **PROHIBITION OF SEGREGATED FACILITIES**

~~(a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.~~

~~(b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.~~

~~(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.~~

## **A20 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

## **A21 PROCUREMENT OF RECOVERED MATERIALS** Removed unless there is Procurement exceeding \$10,000 included.

### **PROCUREMENT OF RECOVERED MATERIALS**

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- 6) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or
- 7) The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA designated items is available at [www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products](http://www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products).

Section 6002(c) establishes exceptions to the preference for recovery of EPA designated products if the contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

## **A22 RIGHT TO INVENTIONS**

### **RIGHTS TO INVENTIONS**

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR § 401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

## **A23 SEISMIC SAFETY**

### **A23.1.1 Professional Service Agreements for Design**

#### **SEISMIC SAFETY**

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a "certification of compliance" that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

### **A23.1.2 Construction Contracts**

#### **SEISMIC SAFETY**

The Contractor agrees to ensure that all work performed under this contract, including work performed by subcontractors, conforms to a building code standard that provides a level of seismic safety substantially equivalent to standards established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety.

## A24 TAX DELINQUENCY AND FELONY CONVICTIONS

### CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

#### Certifications

- 1) The applicant represents that it is ( ) is not ( ✓ ) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is ( ) is not ( ✓ ) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

#### Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the Sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

#### Term Definitions

**Felony conviction:** Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

**Tax Delinquency:** A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

## A25 TERMINATION OF CONTRACT

### A25.1.1 Termination for Convenience

#### TERMINATION FOR CONVENIENCE (CONSTRUCTION & EQUIPMENT CONTRACTS)

The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. Contractor must immediately discontinue work as specified in the written notice.

- ~~2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.~~
- ~~3. Discontinue orders for materials and services except as directed by the written notice.~~
- ~~4. Deliver to the Owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work, and as directed in the written notice.~~
- ~~5. Complete performance of the work not terminated by the notice.~~
- ~~6. Take action as directed by the Owner to protect and preserve property and work related to this contract that Owner will take possession.~~

Owner agrees to pay Contractor for:

- ~~1. Completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;~~
- ~~2. Documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;~~
- ~~3. Reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and~~
- ~~4. Reasonable and substantiated expenses to the Contractor directly attributable to Owner's termination action.~~

~~Owner will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action.~~

~~The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.~~

### **TERMINATION FOR CONVENIENCE (PROFESSIONAL SERVICES)**

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

#### **A25.1.2 Termination for Default**

### **TERMINATION FOR CAUSE (CONSTRUCTION)**

~~Section 80-09 of FAA Advisory Circular 150/5370-10 establishes standard language for conditions, rights, and remedies associated with Owner termination of this contract for cause due to default of the Contractor.~~

### **TERMINATION FOR CAUSE (EQUIPMENT)**

~~The Owner may, by written notice of default to the Contractor, terminate all or part of this Contract for cause if the Contractor:~~

1. ~~Fails to begin the Work under the Contract within the time specified in the Notice to Proceed;~~
2. ~~Fails to make adequate progress as to endanger performance of this Contract in accordance with its terms;~~
3. ~~Fails to make delivery of the equipment within the time specified in the Contract, including any Owner approved extensions;~~
4. ~~Fails to comply with material provisions of the Contract;~~
5. ~~Submits certifications made under the Contract and as part of their proposal that include false or fraudulent statements; or~~
6. ~~Becomes insolvent or declares bankruptcy.~~

~~If one or more of the stated events occur, the Owner will give notice in writing to the Contractor and Surety of its intent to terminate the contract for cause. At the Owner's discretion, the notice may allow the Contractor and Surety an opportunity to cure the breach or default.~~

~~If within [10] days of the receipt of notice, the Contractor or Surety fails to remedy the breach or default to the satisfaction of the Owner, the Owner has authority to acquire equipment by other procurement action. The Contractor will be liable to the Owner for any excess costs the Owner incurs for acquiring such similar equipment.~~

~~Payment for completed equipment delivered to and accepted by the Owner shall be at the Contract price. The Owner may withhold from amounts otherwise due the Contractor for such completed equipment, such sum as the Owner determines to be necessary to protect the Owner against loss because of Contractor default.~~

~~Owner will not terminate the Contractor's right to proceed with the work under this clause if the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such acceptable causes include: acts of God, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, and severe weather events that substantially exceed normal conditions for the location.~~

~~If, after termination of the Contractor's right to proceed, the Owner determines that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the Owner issued the termination for the convenience the Owner.~~

~~The rights and remedies of the Owner in this clause are in addition to any other rights and remedies provided by law or under this contract.~~

### **TERMINATION FOR CAUSE (PROFESSIONAL SERVICES)**

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

- a) **Termination by Owner:** The Owner may terminate this Agreement for cause in whole or in part, for the failure of the Consultant to:
1. Perform the services within the time specified in this contract or by Owner approved extension;
  2. Make adequate progress so as to endanger satisfactory performance of the Project; or
  3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

- b) **Termination by Consultant:** The Consultant may terminate this Agreement for cause in whole or in part, if the Owner:
1. Defaults on its obligations under this Agreement;
  2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
  3. Suspends the project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Consultant is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

## **A26 TRADE RESTRICTION CERTIFICATION**

### **TRADE RESTRICTION CERTIFICATION**

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

## **A27 VETERAN'S PREFERENCE**

### **VETERAN'S PREFERENCE**

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

## **A28 DOMESTIC PREFERENCES FOR PROCUREMENTS**

### **CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS**

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

## **EXHIBIT E: STATE CONTRACT PROVISIONS (PA)**

**This Exhibit "E" attached to, made a part of and incorporated by reference with the Agreement made between New Garden Township (OWNER of the New Garden Airport) and TranSystems Corporation dba TranSystems Corporation Consultants (ENGINEER) providing for professional engineering services.**

Each contract entered into by a governmental agency shall contain the following provisions by which the Contractor agrees:

### **Required Commonwealth of Pennsylvania Required Provisions**

- a. The Consultant agrees to comply with and to provide the required work and services in accordance with the provisions listed below, which are incorporated into this AGREEMENT by reference, as though physically attached.

Provision 1. Commonwealth Contractor Responsibility Provisions, dated October 25, 2010

Provision 2. Consultant Integrity Provisions, dated January 14, 2015

Provision 3. Commonwealth Nondiscrimination Clause for Consultant Agreements, dated August 2, 2018

Provision 4. Federal Nondiscrimination and Equal Employment Opportunity Clauses, dated January 1976

Provision 5. Offset Provision for Commonwealth Contracts, dated October 25, 2010

Provision 6. Pennsylvania Election Code, dated February 22, 2001

Provision 7. Provisions Concerning the Americans With Disabilities Act, dated October 14, 2011)

- b. By signing this Agreement, the Consultant certifies their compliance with the following requirements.

Provision 8. Consultant's Certification of Non-Collusion, dated February 1990

Provision 9. Certification Regarding Debarment, Suspension and Other Responsibility Matters, dated August 1990

Provision 10. Certificate of Restrictions on Lobbying, dated August 6, 1990

Provision 11. Consultant's Acceptance of PA Workmen's Compensation Act, dated August 1999

Provision 12. Audit Clause, dated December 03, 2003

Provision 13. Central Contractor Registration and Universal Identifier Requirements

Provision 14. Right to Know Law, dated February 1, 2010

### **Provision 1. Commonwealth Contractor Responsibility Provisions (10/25/10) – All Contracts**

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth of Pennsylvania (Commonwealth). The term contractor includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

1. The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.
2. The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.
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 Commonwealth 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, to the best knowledge of the Contractor, 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 the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.
5. The Contractor agrees to reimburse 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 the Commonwealth that 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/> or contacting the:

Department of General Services  
Office of Chief Counsel  
603 North Office Building  
Harrisburg, PA 17125  
Telephone No: (717) 783-6472  
FAX No: (717) 787-9138

## Provision 2. Contractor Integrity Provisions (01/14/15) – All Contracts

It is essential that those who seek to contract with the Commonwealth of Pennsylvania ("Commonwealth") observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth procurement process.

1. DEFINITIONS. For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:
  - a. "Affiliate" means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
  - b. "Consent" means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.
  - c. "Contractor" means the individual or entity, that has entered into this contract with the Commonwealth.
  - d. "Contractor Related Parties" means any affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.
  - e. "Financial Interest" means either:
    - (1) Ownership of more than a five percent interest in any business; or
    - (2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
  - f. "Gratuity" means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the Governor's Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b), shall apply.
  - g. "Non-bid Basis" means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.
2. In furtherance of this policy, Contractor agrees to the following:
  - a. Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.
  - b. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
  - c. Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or

agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.

- d. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.
- e. Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:
  - (1) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
  - (2) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
  - (3) had any business license or professional license suspended or revoked;
  - (4) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
  - (5) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Commonwealth will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Commonwealth in writing if at any time during the term of the contract it becomes aware of any event which would cause the Contractor's certification or explanation to change. Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

- f. Contractor shall comply with the requirements of the Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.) regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a).
- g. When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.
- h. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- i. Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created

thereby.

- j. For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

### Provision 3. Commonwealth Non-Discrimination/Sexual Harassment Clause (08/02/18) – All Contracts

- c.  
d.  
e. The Contractor agrees:  
f.
1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor 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. Neither the 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, against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract.
  3. Neither the 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 contract.
  4. Neither the 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 Contractor and each 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 contracted services are performed shall satisfy this requirement for employees with an established work site.
  6. The Contractor and each subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
  7. The Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws, regulations and policies relating to nondiscrimination and sexual harassment. The Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment.
  8. 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 Contractor and each 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 contracting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.
  9. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.

10. The Contractor's and each subcontractor'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 and each subcontractor shall have an obligation to inform the commonwealth if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.
11. The commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

#### **Provision 4. Federal Nondiscrimination and Equal Employment Opportunity Clauses (01/76) – All Contracts**

1. Selection of Labor:
2. During the performance of this contract, the contractor shall not discriminate against labor from any other State, possession or territory of the United States.
3. Employment Practices:
4. During the performance of this contract, the contractor agrees as follows:
  - a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contract will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State highway department setting forth the provisions of this nondiscrimination clause.
  - b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
  - c. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the State highway department advising the said labor union or workers' representative of the contractor's commitments under section 2 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  - d. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations (41 CFR, Part 60) and relevant orders of the Secretary of Labor.
  - e. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the Federal Highway Administration and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
  - f. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or part and the contractor may be declared ineligible for further Government contracts or Federally-assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
  - g. The contractor will include the provisions of Section 2 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the State highway department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the Federal Highway Administration, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
5. Selection of Subcontractors, Procurement of Materials, and Leasing of Equipment:

6. During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:
- a. Compliance With Regulations: The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations) which are herein incorporated by reference and made a part of this contract.
  - b. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including
  - c. \*Not to be used if otherwise included in Construction or Appalachian Contract Provisions.
  - d. Employment practices when the contract covers a program set forth in the Regulations.
  - e. Solicitations for Subcontractors, including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex or national origin.
  - f. Information and Reports: The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State highway department or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the State highway department, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
  - g. Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the State highway department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
    - 1) withholding of payments to the contractor under the contract until the contractor complies, and/or
    - 2) cancellation, termination or suspension of the contract, in whole or in part.
  - h. Incorporation of Provisions: The contractor shall include the provisions of this paragraph 3 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontractor or procurement as the State highway department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State highway department to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Wherever hereinabove the word "contractor" is used, is shall also include the word engineer, consultant, researcher, or other entity (governmental, corporate, or otherwise), its successors and assigns as may be appropriate.

### **Provision 5. Offset Provision (10/25/10) – All Contracts**

The Contractor agrees that the Commonwealth of Pennsylvania (Commonwealth) may set off the amount of any state tax liability or other obligation of the Contractor or its subsidiaries to the Commonwealth against any payments due the contractor under any contract with the Commonwealth.

### **Provision 6. Pennsylvania Election Code (02/22/01) – All Contracts**

The Consultant shall be governed by Act 201, July 21, 1974, which amended the Act of June 3, 1937, (Public Law 1333, No. 320), known

as the Pennsylvania Election Code, as follows:

“Section 1605.1 Report of Contributions, Duty of Secretary of Commonwealth.

- a. Any business entity, including but not limited to a corporation, company, association, partnership or sole proprietorship, which has been awarded non-bid contracts from the Commonwealth and its political subdivisions during the preceding calendar year, shall report by February fifteenth to the Secretary of the Commonwealth, an itemized list of all political contributions known to the business entity by virtue of the knowledge possessed by every officer, director, associate, partner, limited partner or individual owner that has been made by (1) any officer, director, associate, partner, limited partner, individual owner or members of their immediate family and (2) any employee or members of his immediate family whose political contribution exceeded one thousand dollars (\$1,000) during the preceding year. For the purpose of this subsection, “immediate family” means a person’s spouse and any unemancipated child.
- b. It shall be the duty of the Secretary of the Commonwealth to publish sixty days after February fifteenth, a complete itemized list of all contributions given under the provisions of subsection (a). This list shall be a matter of public record open to public inspection and copies made available at cost to any individual who requests the same.”

Forms for the report are available from the Bureau of Elections, Department of State, Room 304, North Office Building, Harrisburg, Pennsylvania 17120.

### **Provision 7. Provisions Concerning the Americans with Disabilities Act (10/14/11) – All Contracts**

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

- a. Pursuant to federal regulations promulgated under the Authority of The Americans With Disabilities Act, 28 C.F.R. 35.101 et seq., the Engineer 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 Engineer 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 Agreements with outside Engineers.
- b. The Engineer 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 Engineer’s failure to comply with the provisions of paragraph a.

### **Provision 8. Consultant’s Certification of Non-Collusion (02/90) – All Contracts**

This certifies that the Consultant has not:

- a. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the Consultant) to solicit or secure this agreement/contract; or
- b. agreed, as an express or implied condition or obtaining this agreement/contract, to employ or retain the services of any firm or person in connection with carrying out the agreement; or
- c. paid, or agreed to pay, to any firm, organization, or person (other than a bona fide employee working solely for the consultant) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out this agreement/contract.

If the Consultant cannot so certify, then it agrees to submit along with the agreement/contract a written explanation of which certifications cannot be made.

The Consultant acknowledges that this certification is furnished to the Department and to the Federal Highway Administration, U. S. Department of Transportation, in connection with this agreement/contract involving participation of Federal-aid funds, and is subject to the applicable State and Federal laws, both criminal and civil.

## Provision 9. Certification Regarding Debarment, Suspension, and Other Responsibility Matters (08/90) – All Contracts

1. By signing and submitting this agreement, the prospective primary participant is providing the certification set out below.
  2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the Pennsylvania Department of Transportation's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
  3. The certification in this clause is a material representation of fact upon which reliance was placed when the Pennsylvania Department of Transportation determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Pennsylvania Department of Transportation may terminate this transaction for cause of default.
  4. The prospective primary participant shall provide immediate written notice to the Pennsylvania Department of Transportation if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
  5. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Pennsylvania Department of Transportation for assistance in obtaining a copy of those regulations.
  6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Pennsylvania Department of Transportation.
  7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions", provided by the Pennsylvania Department of Transportation, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
  8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
  9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
  10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is debarred, suspended, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Pennsylvania Department of Transportation may terminate this transaction for cause of default.
11. Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions
12. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - c. Are not presently indicated for or otherwise criminally or civilly charged by a governmental entity offenses enumerated in paragraph (1)(b) of this certification; and
    - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause of default.

13. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal

### **Provision 10. Certificate of Restrictions on Lobbying (08/06/90) – All Contracts**

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any person 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 the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person 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 this federal contract, grant, loan, or cooperative agreement, the Consultant shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The Consultant shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed under Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for such failure.

### **Provision 11. Consultant's Acceptance of PA Workmen's Compensation Act (08/99) – All Contracts**

The Consultant accepts the provisions of the Workmen's Compensation Act of 1915 of the Commonwealth of Pennsylvania, and supplements and amendments thereto, and has insured its liability thereunder in accordance with the terms of said Act.

### **Provision 12. Audit Clause (12/03/03) – All Contracts**

#### **AUDIT REQUIREMENTS.**

The Contractor must comply with all federal and state audit requirements including: the *Single Audit Act*, as amended, 31 U. S. C. 7501 *et. seq.*; Office of Management and Budget (OMB) *Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations*, as amended; and any other applicable law or regulation and any amendment to such other applicable law or regulation which may be enacted or promulgated by the federal government.

If the Contractor is a local government or non-profit organization and expends total federal awards of \$500,000 or more during its fiscal year, received either directly from the federal government or indirectly from a recipient of federal funds, the Contractor is required to have an audit made in accordance with the provisions of OMB *Circular A-133*.

If the Contractor expends total federal awards of less than \$500,000 during its fiscal year, it is exempt from these audit requirements, but is required to maintain auditable records of federal awards and any state funds which supplement such awards, and to provide access to such records by federal and state agencies or their designees.

#### **SUBMISSION OF AUDIT INFORMATION TO THE COMMONWEALTH.**

The Contractor must submit copies of the audit report package to the Commonwealth, which shall include:

1. Data Collection Form.

2. Financial statements and schedule of expenditures of federal awards.
3. Auditor's reports on the financial statements and schedule of expenditures of federal awards, internal control and compliance as well as a schedule of findings and questioned costs.
4. Summary schedule of prior audit findings.
5. Corrective action plan.
6. Management letter comments.

The number of copies to be submitted shall equal one for the Bureau of Audits (archival copy) plus one for each Commonwealth agency which provided federal pass-through awards to the entity, as reflected in the entity's Schedule of Expenditures of Federal Awards. The audit report package should be submitted to the:

Office of the Budget/Bureau of Audits  
 Division of Subrecipient Audit Review  
 Verizon Tower – 6th Floor  
 303 Walnut Street  
 Harrisburg, PA 17101  
 Phone: (717) 783-9120  
 Fax: (717) 783-0361

In instances where a federal program-specific audit guide is available, the audit report package for a program-specific audit may be different and should be prepared in accordance with the audit guide and OMB *Circular A-133*.

#### **GENERAL AUDIT PROVISIONS.**

The Contractor is responsible for obtaining the necessary audit and securing the services of a certified public accountant or other independent governmental auditor. Federal regulations preclude public accountants licensed in the Commonwealth of Pennsylvania from performing audits of federal awards.

The Commonwealth reserves the right for federal and state agencies or their authorized representatives to perform additional audits of a financial or performance nature, if deemed necessary by Commonwealth or federal agencies. Any such additional audit work will rely on work already performed by the Contractor's auditor, and the costs for any additional work performed by the federal or state agencies will be borne by those agencies at no additional expense to the Contractor.

Audit working papers and audit reports must be retained by the Contractor's auditor for a minimum of three years from the date of issuance of the audit report, unless the Contractor's auditor is notified in writing by the Commonwealth or the cognizant or oversight federal agency to extend the retention period. Audit working papers will be made available upon request to authorized representatives of the Commonwealth, the cognizant or oversight agency, the federal funding agency, or the General Accounting Office.

### **Provision 13. Central Contractor Registration and Universal Identifier Requirements – All Contracts**

- A. Requirement for Central Contractor Registration (CCR)  
 Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.
- B. Requirement for Data Universal Numbering System (DUNS) Numbers  
 If you are authorized to make subawards under this award, you:
  1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.
  2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.
- C. Definitions  
 For purposes of this award term:
  1. Central Contractor Registration (CCR means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the CCR Internet site (currently at <http://www.ccr.gov>).

2. Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).
3. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
  - a. A Governmental organization, which is a State, local government, or Indian Tribe;
  - b. A foreign public entity;
  - c. A domestic or foreign nonprofit organization;
  - d. A domestic or foreign for-profit organization; and
  - e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
4. Subaward:
  - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
  - b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. 210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations"). A subaward may be provided through any legal agreement, including an agreement that you consider a contract.
5. Subrecipient means an entity that:
  - a. Receives a subaward from you under this award; and
  - b. Is accountable to you for the use of the Federal funds provided by the subaward.
  - c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

#### **Provision 14. Right to Know Law (02/01/10) – All Contracts**

- a. Grantee or Subgrantee understands that this Grant Agreement and records related to or arising out of the Grant Agreement are subject to requests made pursuant to the Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL"). For the purpose of these provisions, the term "the Commonwealth" shall refer to the granting Commonwealth agency.
- b. If the Commonwealth needs the Grantee's or Subgrantee's assistance in any matter arising out of the RTKL related to this Grant Agreement, it shall notify the Grantee or Subgrantee using the legal contact information provided in the Grant Agreement. The Grantee or Subgrantee, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- c. Upon written notification from the Commonwealth that it requires Grantee's or Subgrantee's assistance in responding to a request under the RTKL for information related to this Grant Agreement that may be in Grantee's or Subgrantee's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), Grantee or Subgrantee shall:
  1. Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in Grantee's or Subgrantee's possession arising out of this Grant Agreement that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
  2. Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Grant Agreement.
- d. If Grantee or Subgrantee considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that Grantee or Subgrantee considers exempt from production under the RTKL, Grantee or Subgrantee must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of Grantee or Subgrantee explaining why the requested material is exempt from public disclosure under the RTKL.
- e. The Commonwealth will rely upon the written statement from Grantee or Subgrantee in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, Grantee or Subgrantee shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth's determination.
- f. If Grantee or Subgrantee fails to provide the Requested Information within the time period required by these provisions, Grantee or Subgrantee shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the
- g. Commonwealth may incur as a result of Grantee's or Subgrantee's failure, including any statutory damages assessed against the Commonwealth.

- h. The Commonwealth will reimburse Grantee or Subgrantee for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.
- i. Grantee or Subgrantee may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, Grantee or Subgrantee shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of Grantee's or Subgrantee's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, Grantee or Subgrantee agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.
- j. The Grantee's or Subgrantee's duties relating to the RTKL are continuing duties that survive the expiration of this Grant Agreement and shall continue as long as the Grantee or Subgrantee has Requested Information in its possession.

**EXHIBIT "H": SCHEDULE AND BASIS OF FEES**

**Airport:** New Garden  
**Project:** Reconstruct East Parallel Taxiway, Phase I (Design)  
**Date:** 5/15/2024

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This Exhibit H attached to, made part of and incorporated by reference with the Agreement made between New Garden Township (OWNER), and TranSystems Corporation dba TranSystems Corporation Consultants (ENGINEER) for providing for Professional services.

The Payments to Engineer as described in Section 5 of the Agreement are amended or supplemented by adding the following schedules or tabulations:

	Page Nos.
1 Schedule of Fees/Fee Estimate Summary	H-2
2 Classification/Personnel Rate Schedule	H-3
3 Corporate FAR Rate calculations	H-4 - H-5
4 Schedule of Fees/Fee Estimate by Task	H-6 - H-11

v.01/02/2024

**Schedule of Fees**  
**Fee Estimate Summary**

**Airport:** New Garden  
**Project:** Reconstruct East Parallel Taxiway, Phase I (Design)  
**Date:** 05/15/24

	<u>Description of Work</u>	<u>Fee Type</u>	<u>Phase</u>	<u>Total</u>
<b>SECTION 1 - BASIC SERVICES</b>				
1.2	<u>Study and Report Phase</u>			
1.2.1	Project Development	LS	1000	\$3,324
1.2.2	Environmental Coordination	LS	1100	\$1,727
1.2.3	Airspacing	LS	1200	\$827
1.2.4	ALP Update - Pen & Ink Change	LS	1300	\$528
1.2.5	Exhibit A Update	LS	1400	\$0
	<u>Design and Bidding Phases</u>			
1.4	*Final Design Phase	CP	4000	\$35,953
1.5A	*Bidding	CP	5000	\$7,321
1.5B	*Preconstruction	CP	5100	\$0
	<u>Construction Phase</u>			
1.6	<u>Construction Phase</u>			
1.6.1	Construction Administration	CP	7000	\$0
1.6.2	Construction Observation	CP	7100	\$0
1.6.3	Resident Project Representation	CP	7300	\$0
1.6.4	RPR - Plant Inspection and Testing	CP	7400	\$0
1.7	<u>Operational Phase</u>	CP	8000	\$1,871
<b>SECTION 2 - ADDITIONAL SERVICES</b>				
2.3	<u>Supplemental Services</u>			
2.3.1 & 2.3.2	Project Administration/Apps/Submissions	CP	2000	\$2,462
2.3.3	Mapping & Surveys	CP	3200	\$11,202
2.3.4	Land and Easements	CP	3300	\$0
2.3.5	Soils and Subsurface	CP	3500	\$0
2.3.6	Special Studies			
2.3.6.1	Erosion Control/NPDES Permitting	CP	4200	\$9,611
2.3.6.2	Construction Phasing Plan	CP	4700	\$1,414
	<b>Total Labor Cost</b>			<b>\$76,240</b>
	Reimbursable Expenses		9000	\$2,478
	<b>TOTAL ENGINEERING FEE</b>			<b>\$78,718</b>

Fee Types:  
 LS - Lump Sum  
 CP - Cost Plus

\*Basic Design Services Fee: \$43,274

H-2

**Classification / Personnel Rate Schedule  
TranSystems Staff**

March 30, 2024

<u>Classification</u>	<u>Personnel</u>	<u>Current Hourly Rate</u>
Senior Engineer	Average	\$100.02
Senior Project Manager	Average	\$69.42
Project Manager	Average	\$49.78
Designer/Engineer-In-Training	Average	\$36.46
Intern		\$21.00
Construction Manager	Average	\$41.45
Resident Project Representative (RPR) / Inspector	Average	\$36.46
CADD Specialist		\$35.05
Grant Administrator		\$26.79
Clerical/Administration	Average	\$25.50
Licensed Surveyor		\$39.72
Mapping Project Manager		\$33.64
Senior Photogrammetrist		\$39.74
Environmental Manager (NEPA)		\$59.36
Environmental Specialist (NEPA)	Average	\$38.07
Environmental Specialist (Haz. (Waste/ Buildings)		\$76.26
Sr. Structural Engineer		\$69.40
Sr. Electrical Engineer	Average	\$64.12
Sr. Mechanical Engineer		\$74.60
Plumbing Engineer		\$43.10
Project Architect	Average	\$77.79
Architectural Construction Manager		\$53.96

(v.8.29.23)

**TRANSYSTEMS CORPORATION**  
**STATEMENT OF DIRECT LABOR, FRINGE BENEFITS, AND GENERAL OVERHEAD**  
**(EXCLUDING DIRECT OVERTIME PREMIUM FROM DIRECT LABOR AND GENERAL OVERHEAD)**  
**FOR THE YEAR ENDED DECEMBER 31, 2022**

Description	Financial	Unallowable	Reference	Total	Home Office	Field Office	% to
	Statement	Costs		Proposed	Costs	Costs	Field Office
Direct Labor	\$ 80,120,926	\$ (625,665)	(1)	\$ 79,495,261	\$ 57,768,145	\$ 21,727,116	(a) 27.33%
<b>INDIRECT COSTS</b>							
<b>Fringe Benefits:</b>							
Employee Group Insurance	\$ 9,347,717	\$ -		\$ 9,347,717	\$ 6,792,986	\$ 2,554,731	(b) 27.33%
Retirement Plan Contributions	\$ 4,260,838	\$ -		\$ 4,260,838	\$ 3,096,351	\$ 1,164,487	(b) 27.33%
Incentive Compensation	\$ 1,206,645	\$ -		\$ 1,206,645	\$ 876,869	\$ 329,776	(b) 27.33%
Payroll Taxes	\$ 8,770,989	\$ (37,106)	(2)	\$ 8,733,883	\$ 6,346,913	\$ 2,386,970	(b) 27.33%
PTO (Vacation, Sick and Holiday)	\$ 15,518,054	\$ -		\$ 15,518,054	\$ 11,276,970	\$ 4,241,084	(b) 27.33%
Workers Compensation	\$ 401,830	\$ -		\$ 401,830	\$ 292,010	\$ 109,820	(b) 27.33%
Other Employee Benefits	\$ 425,891	\$ (126,945)	(3) (4)	\$ 298,946	\$ 217,244	\$ 81,702	(b) 27.33%
<b>Total Fringe Benefits</b>	<b>\$ 39,931,964</b>	<b>\$ (164,051)</b>		<b>\$ 39,767,913</b>	<b>\$ 28,899,343</b>	<b>\$ 10,868,570</b>	
<b>General Overhead:</b>							
Indirect labor	\$ 31,276,209	\$ (2,245,914)	(1)(5)(6)(7)(8)	\$ 29,030,295	\$ 21,096,315	\$ 7,933,980	(b) 27.33%
Auto	\$ 1,821,817	\$ -		\$ 1,821,817	\$ 1,323,914	\$ 497,903	(b) 27.33%
Bad Debt	\$ 81,571	\$ (81,571)	(8)	\$ -	\$ -	\$ -	
Bank Charges	\$ 179,434	\$ -		\$ 179,434	\$ 130,395	\$ 49,039	(b) 27.33%
Computer Equipment and Supplies	\$ 1,632,138	\$ -		\$ 1,632,138	\$ 1,186,075	\$ 446,063	(b) 27.33%
Contributions	\$ 103,376	\$ (103,376)	(9) (10)	\$ -	\$ -	\$ -	
Depreciation and Amortization	\$ 28,606,765	\$ (27,872,764)	(11)(12)(13)	\$ 734,001	\$ 602,320	\$ 131,681	(a) 17.94%
Dues and Licenses	\$ 646,001	\$ (33,774)	(10)	\$ 612,227	\$ 444,905	\$ 167,322	(b) 27.33%
Equipment Rental and Maintenance	\$ 678,564	\$ -		\$ 678,564	\$ 493,112	\$ 185,452	(b) 27.33%
Fines and Penalties	\$ 72,938	\$ (72,938)	(14)	\$ -	\$ -	\$ -	
(Gain) Loss on Disposal of Fixed Assets	\$ (51,524)	\$ (121,623)	(12)	\$ (173,147)	\$ (173,147)	\$ -	(a) 0.00%
Income Taxes	\$ (795,264)	\$ 2,840,991	(15) (16)	\$ 2,045,727	\$ 1,486,630	\$ 559,097	(b) 27.33%
Insurance	\$ 3,909,237	\$ (6,620)	(13)	\$ 3,902,617	\$ 2,836,032	\$ 1,066,585	(b) 27.33%
Interest	\$ 15,723,910	\$ (15,723,910)	(17)	\$ -	\$ -	\$ -	
Management Fees	\$ 1,050,000	\$ (575,000)	(3) (7)	\$ 475,000	\$ 345,182	\$ 129,818	(b) 27.33%
			(4)(6)(7)(18)(19)				
Meals and Entertainment	\$ 601,760	\$ (385,857)	(20)(21)	\$ 215,903	\$ 156,897	\$ 59,006	(b) 27.33%
Merger and Acquisition Transaction Costs	\$ 4,198,208	\$ (4,198,208)	(7)	\$ -	\$ -	\$ -	
Office Repairs and Maintenance	\$ 320,039	\$ -		\$ 320,039	\$ 320,039	\$ -	(a) 0.00%
Postage, Shipping and Delivery	\$ 3,778	\$ (946)	(6)	\$ 2,832	\$ 2,058	\$ 774	(b) 27.33%
Printing and Reproduction	\$ 388,186	\$ (10,884)	(6)	\$ 377,302	\$ 377,302	\$ -	(a) 0.00%
Production Supplies	\$ 369,894	\$ -		\$ 369,894	\$ 268,802	\$ 101,092	(b) 27.33%
Professional Fees	\$ 4,666,380	\$ (1,391,060)	(7) (9) (22)	\$ 3,275,320	\$ 2,380,175	\$ 895,145	(b) 27.33%
Property and Other Taxes	\$ 395,173	\$ -		\$ 395,173	\$ 395,173	\$ -	(a) 0.00%
Public Relations and Advertising Costs	\$ 337,694	\$ (337,694)	(6)	\$ -	\$ -	\$ -	
Publications and Reference Materials	\$ 34,808	\$ -		\$ 34,808	\$ 25,295	\$ 9,513	(b) 27.33%
Recruitment	\$ 1,143,457	\$ -		\$ 1,143,457	\$ 830,950	\$ 312,507	(b) 27.33%
Rent	\$ 8,488,075	\$ -		\$ 8,488,075	\$ 8,384,135	\$ 103,940	(a) 1.22%
Software Licenses and Agreements	\$ 5,612,651	\$ -		\$ 5,612,651	\$ 4,078,713	\$ 1,533,938	(b) 27.33%
Telephone and Data Communications	\$ 979,269	\$ -		\$ 979,269	\$ 711,635	\$ 267,634	(b) 27.33%
			(6)(7)(13)(18)(19)				
Travel	\$ 2,731,445	\$ (748,472)	(23)	\$ 1,982,973	\$ 1,441,026	\$ 541,947	(b) 27.33%
Utilities	\$ 179,661	\$ -		\$ 179,661	\$ 179,661	\$ -	(a) 0.00%
Direct Cost Recovery	\$ (1,317,307)	\$ -		\$ (1,317,307)	\$ (957,287)	\$ (360,020)	(b) 27.33%
<b>Total General Overhead</b>	<b>\$ 114,068,343</b>	<b>\$ (51,069,620)</b>		<b>\$ 62,998,723</b>	<b>\$ 48,366,307</b>	<b>\$ 14,632,416</b>	
<b>Total Indirect Costs</b>	<b>\$ 154,000,307</b>	<b>\$ (51,233,671)</b>		<b>\$ 102,766,636</b>	<b>\$ 77,265,650</b>	<b>\$ 25,500,986</b>	

(a) Specifically identified field office costs

(b) Allocated costs using the Field Office Total Labor Rate

The Company's home and field office indirect cost rates below have been adjusted by the exclusion of the direct premium portion of paid overtime from direct labor.

Description	Total Proposed	Allocations	
		Home Office Costs	Field Office Costs
Direct Labor Statement	\$ 79,495,261	\$ 57,768,145	\$ 21,727,116
Less:direct premium overtime	\$ (517,219)	\$ (375,863)	\$ (141,356)
Direct Labor as adjusted	\$ 78,978,042	\$ 57,392,282	\$ 21,585,760
Total indirect cost per statement	\$ 102,766,636	\$ 77,265,650	\$ 25,500,986
Percent of Direct Labor		134.63%	118.14%

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**TRANSYSTEMS CORPORATION**  
**DESCRIPTION OF FAR REFERENCES AND AUDIT ADJUSTMENTS**  
**FOR THE YEAR ENDED DECEMBER 31, 2022**

- (1) 23 CFR 636.112-.113 Stipends - Adjustments to reclass net direct labor costs (reduced by design build stipends) incurred developing design build proposals on unsuccessful pursuits.
- (2) 31.201-6(a) Accounting for unallowable costs - When an unallowable cost is incurred, its directly associated costs are also unallowable.
- (3) 31.201-3(b)(1) Determining reasonableness - Costs generally not recognized as ordinary and necessary for the conduct of business are unallowable.
- (4) 31.205-13(b) Employee morale, health, welfare, food service and dormitory costs and credits - Costs of gifts and recreation are unallowable.
- (5) 31.205-6(a)(2) Compensation for personal services - Compensation in excess of amounts determined to be reasonable are unallowable.
- (6) 31.205-1(f)(5) Public relations and advertising costs - Public relations and advertising costs designed to call favorable attention to the contractor and its activities are unallowable.
- (7) 31.205-27(a)(2) Organization costs - All costs incurred in connection with planning or executing the organization or reorganization of the corporate structure of a business, including mergers and acquisitions, or raising capital are unallowable.
- (8) 31.205-3 Bad debts - Bad debts, including actual or estimated losses arising from uncollectible accounts receivable due from customers and other claims, and any directly associated costs such as collection costs, and legal costs are unallowable.
- (9) 31.205-8 Contributions or donations - Contributions or donations are unallowable.
- (10) 31.205-22(a)(1) Lobbying and political activity costs - Costs associated with attempts to influence the outcomes of any Federal, State or local election, referendum, initiative or similar procedure, through in kind or cash contributions, endorsements, publicity or similar activities are unallowable.
- (11) 31.205-49 Goodwill - Costs for amortization, expensing, write-off or write-down of goodwill (however represented) are unallowable.
- (12) 31.205-11(g)(2) Depreciation - In the event of a write-down from carrying value to fair value as a result of impairments caused by events or changes in circumstances, allowable depreciation of the impaired assets is limited to the amounts that would have been allowed had the assets not been written down.
- (13) 31.202 Direct costs - Direct costs of the contract shall be charged directly to the contract.
- (14) 31.205-15 Fines, penalties and mischarging costs - Costs of fines and penalties are unallowable.
- (15) 31.205-41(b)(1) Taxes - Federal income and excess profits taxes are unallowable.
- (16) 31.205-41(b)(7) Taxes - Income tax accruals designed to account for the tax effects of differences between taxable income and pretax income as reflected by the books of account and financial statements are unallowable.
- (17) 31.205-20 Interest and other financial costs - Interest on borrowings (however represented) are unallowable.
- (18) 31.205-14 Entertainment costs - Costs of amusement, diversions, social activities and any directly associated costs such as tickets to shows or sports events, meals, lodging, rentals, transportation and gratuities are unallowable.
- (19) 31.205-46(a)(2) - Travel costs - Lodging, meals and incidental expenses that exceed, on a daily basis, the maximum per diem rates in effect at the time of travel as set forth in the Federal Travel Regulations are unallowable.
- (20) 31.205-51 Costs of alcoholic beverages - Costs of alcoholic beverages are unallowable.
- (21) 31.201-2(d) Determining allowability - Costs not supported with documentation are unallowable.
- (22) 31.205-47 Costs related to legal and other proceedings - Legal costs for proceedings brought by a Federal, State or local government for violations of a law or regulation, costs of a dispute between consultants that are partners in a joint venture, or similar shared interest arrangement; organization or reorganization activities; and collections are unallowable.
- (23) 31.205-6(m)(2) Compensation for personal services - That portion of the cost of company-furnished automobiles that relates to personal use by employees (including transportation to and from work) is unallowable regardless of whether the cost is reported as taxable income to the employees.

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**Schedule of Fees/Fee Estimate by Task**

<b>Airport:</b> New Garden	<b>FAR Overhead Rate:</b>	<b>1.3463</b>
<b>Project:</b> Reconstruct East Parallel Taxiway, Phase I (Design)	<b>Fee %:</b>	<b>15%</b>
<b>Date:</b> 05/15/24	<b>Multiplier:</b>	<b>2.6864</b>

**SECTION 1 - Basic Services**

**TOTAL**

**1.2 Study & Report Phase**

**1.2.1 Project Development** Phase Number: 1000 Fee Type: LS  
*(Project Scope and Price Preparation - services authorized by OWNER prior to preparation of this Agreement)*

<u>Classification</u>	<u>Hours</u>	<u>Labor Rate</u>	<u>Amount</u>	<u>Overhead</u>	<u>Fee</u>	<u>Subtotal</u>
Senior Engineer	10	\$100.02	\$1,000.20	\$1,346.57	\$352.02	\$2,698.78
Senior Project Manager	0	\$69.42	\$0.00	\$0.00	\$0.00	\$0.00
Project Manager	2	\$49.78	\$99.56	\$134.04	\$35.04	\$268.64
Designer / Engineer-in-Training	1	\$36.46	\$36.46	\$49.09	\$12.83	\$98.38
CADD Specialist	2	\$35.05	\$70.10	\$94.38	\$24.67	\$189.15
Administration	1	\$25.50	\$25.50	\$34.33	\$8.97	\$68.81
Labor Subtotals	16		\$1,231.82	\$1,658.40	\$433.53	\$3,323.76

**Total Project Development \$3,324.00**

**1.2.2 Environmental Coordination** Phase Number: 1100 Fee Type: LS  
*(Basic Categorical Exclusion - services authorized by OWNER prior to preparation of this agreement)*

<u>Classification</u>	<u>Hours</u>	<u>Labor Rate</u>	<u>Amount</u>	<u>Overhead</u>	<u>Fee</u>	<u>Subtotal</u>
Senior Engineer	1	\$100.02	\$100.02	\$134.66	\$35.20	\$269.88
Project Manager	6	\$49.78	\$298.68	\$402.11	\$105.12	\$805.91
Designer / Engineer-in-Training	4	\$36.46	\$145.84	\$196.34	\$51.33	\$393.51
CADD Specialist	2	\$35.05	\$70.10	\$94.38	\$24.67	\$189.15
Administration	1	\$25.50	\$25.50	\$34.33	\$8.97	\$68.81
Labor Subtotals	14		\$640.14	\$861.82	\$225.29	\$1,727.26

**Total Environmental Coordination \$1,727.00**

**1.2.3 Airspacing** Phase Number: 1200 Fee Type: LS  
*(Completion of FAA Form 7460-1 for Project, Equipment and Construction Phasing Plan)*

<u>Classification</u>	<u>Hours</u>	<u>Labor Rate</u>	<u>Amount</u>	<u>Overhead</u>	<u>Fee</u>	<u>Subtotal</u>
Senior Engineer	1	\$100.02	\$100.02	\$134.66	\$35.20	\$269.88
Project Manager	0	\$49.78	\$0.00	\$0.00	\$0.00	\$0.00
Designer / Engineer-in-Training	4	\$36.46	\$145.84	\$196.34	\$51.33	\$393.51
CADD Specialist	1	\$35.05	\$35.05	\$47.19	\$12.34	\$94.57
Administration	1	\$25.50	\$25.50	\$34.33	\$8.97	\$68.81
Labor Subtotals	7		\$306.41	\$412.52	\$107.84	\$826.77

**Total Airspacing \$827.00**

**1.2.4 ALP Update - Pen & Ink Change** Phase Number: 1300 Fee Type: LS  
*(Completion of Pen & Ink Change to show project on current Airport Layout Plan)*

<u>Classification</u>	<u>Hours</u>	<u>Labor Rate</u>	<u>Amount</u>	<u>Overhead</u>	<u>Fee</u>	<u>Subtotal</u>
Senior Engineer	1	\$100.02	\$100.02	\$134.66	\$35.20	\$269.88
Project Manager	0	\$49.78	\$0.00	\$0.00	\$0.00	\$0.00
Designer / Engineer-in-Training	0	\$36.46	\$0.00	\$0.00	\$0.00	\$0.00
CADD Specialist	2	\$35.05	\$70.10	\$94.38	\$24.67	\$189.15
Administration	1	\$25.50	\$25.50	\$34.33	\$8.97	\$68.81
Labor Subtotals	4		\$195.62	\$263.36	\$68.85	\$527.84

**Total ALP Update \$528.00**

**1.2.5 Exhibit A Update** Phase Number: 1400 Fee Type: LS  
*An Exhibit A Update is not required for this project.*

**Total Exhibit A Update \$0.00**

**1.3 Preliminary Design** Phase Number: 3000 Fee Type: CP  
*No Preliminary Design is required for this project.*

**Total Hours 0 Total Preliminary Design \$0.00**

**1.4 Final Design**

Phase Number: 4000 Fee Type: CP

*A. Design Review Meeting - Preparation and Participation in a Design Review Meeting and Distribution of Meeting Minutes*

<u>Classification</u>	<u>Hours</u>	<u>Labor Rate</u>	<u>Amount</u>	<u>Overhead</u>	<u>Fee</u>	<u>Subtotal</u>
Senior Engineer	2	\$100.02	\$200.04	\$269.31	\$70.40	\$539.76
Project Manager	0	\$49.78	\$0.00	\$0.00	\$0.00	\$0.00
Designer / Engineer-in-Training	2	\$36.46	\$72.92	\$98.17	\$25.66	\$196.76
CADD Specialist	1	\$35.05	\$35.05	\$47.19	\$12.34	\$94.57
Administration	1	\$25.50	<u>\$25.50</u>	<u>\$34.33</u>	<u>\$8.97</u>	<u>\$68.81</u>
labor sub totals	6		\$333.51	\$449.00	\$117.38	<b>\$899.90</b>

**Subtotal \$900.00**

*B. Project Manual - Preparation of the Project Manual, including Front-End, Bid Proposal Forms, and Technical Specifications*

<u>Classification</u>	<u>Hours</u>	<u>Labor Rate</u>	<u>Amount</u>	<u>Overhead</u>	<u>Fee</u>	<u>Subtotal</u>
Senior Engineer	2	\$100.02	\$200.04	\$269.31	\$70.40	\$539.76
Senior Electrical Engineer	4	\$64.12	\$256.48	\$345.30	\$90.27	\$692.05
Project Manager	0	\$49.78	\$0.00	\$0.00	\$0.00	\$0.00
Designer / Engineer-in-Training	12	\$36.46	\$437.52	\$589.03	\$153.98	\$1,180.54
CADD Specialist	0	\$36.46	\$0.00	\$0.00	\$0.00	\$0.00
Administration	2	\$25.50	<u>\$51.00</u>	<u>\$68.66</u>	<u>\$17.95</u>	<u>\$137.61</u>
labor sub totals	20		\$945.04	\$1,272.31	\$332.60	<b>\$2,549.96</b>

**Subtotal \$2,550.00**

*D. Final Design Taxiway Layout and Grading - Design Effort to develop the Taxiway Geometry, Pavement Section and Grading/Drainage*

<u>Classification</u>	<u>Hours</u>	<u>Labor Rate</u>	<u>Amount</u>	<u>Overhead</u>	<u>Fee</u>	<u>Subtotal</u>
Senior Engineer	12	\$100.02	\$1,200.24	\$1,615.88	\$422.42	\$3,238.54
Project Manager	16	\$49.78	\$796.48	\$1,072.30	\$280.32	\$2,149.10
Designer / Engineer-in-Training	40	\$36.46	\$1,458.40	\$1,963.44	\$513.28	\$3,935.12
CADD Specialist	48	\$35.05	\$1,682.40	\$2,265.02	\$592.11	\$4,539.53
Administration	2	\$25.50	<u>\$51.00</u>	<u>\$68.66</u>	<u>\$17.95</u>	<u>\$137.61</u>
labor sub totals	118		\$5,188.52	\$6,985.30	\$1,826.07	<b>\$13,999.90</b>

**Subtotal \$14,000.00**

*D. Final Design Taxiway Lighting and Signage - Design Effort to develop the Taxiway Edge Lighting and Signage*

<u>Classification</u>	<u>Hours</u>	<u>Labor Rate</u>	<u>Amount</u>	<u>Overhead</u>	<u>Fee</u>	<u>Subtotal</u>
Senior Engineer	4	\$100.02	\$400.08	\$538.63	\$140.81	\$1,079.51
Senior Electrical Engineer	16	\$64.12	\$1,025.92	\$1,381.20	\$361.07	\$2,768.18
Project Manager	4	\$49.78	\$199.12	\$268.08	\$70.08	\$537.27
Designer / Engineer-in-Training	20	\$36.46	\$729.20	\$981.72	\$256.64	\$1,967.56
CADD Specialist	24	\$35.05	\$841.20	\$1,132.51	\$296.06	\$2,269.76
Administration	2	\$25.50	<u>\$51.00</u>	<u>\$68.66</u>	<u>\$17.95</u>	<u>\$137.61</u>
labor sub totals	70		\$3,246.52	\$4,370.79	\$1,142.60	<b>\$8,759.89</b>

**Subtotal \$8,760.00**

*E. Final Design Fuel Farm Relocation - Design Effort to relocate the Fuel Pumps and Dispensers and to Extend Piping to the New Locations.*

<u>Classification</u>	<u>Hours</u>	<u>Labor Rate</u>	<u>Amount</u>	<u>Overhead</u>	<u>Fee</u>	<u>Subtotal</u>
Senior Engineer	4	\$100.02	\$400.08	\$538.63	\$140.81	\$1,079.51
Senior Electrical Engineer	8	\$64.12	\$512.96	\$690.60	\$180.53	\$1,384.09
Project Manager	4	\$49.78	\$199.12	\$268.08	\$70.08	\$537.27
Designer / Engineer-in-Training	8	\$36.46	\$291.68	\$392.69	\$102.66	\$787.02
CADD Specialist	12	\$35.05	\$420.60	\$566.25	\$148.03	\$1,134.88
Administration	2	\$25.50	<u>\$51.00</u>	<u>\$68.66</u>	<u>\$17.95</u>	<u>\$137.61</u>
labor sub totals	38		\$1,875.44	\$2,524.90	\$660.05	<b>\$5,060.38</b>

**Subtotal \$5,060.00**

*F. Final Quantities and Engineer's Estimate - Calculation of Final Quantities and Preparation of Final Construction Cost Estimate*

<u>Classification</u>	<u>Hours</u>	<u>Labor Rate</u>	<u>Amount</u>	<u>Overhead</u>	<u>Fee</u>	<u>Subtotal</u>
Senior Engineer	1	\$100.02	\$100.02	\$134.66	\$35.20	\$269.88
Senior Electrical Engineer	2	\$64.12	\$128.24	\$172.65	\$45.13	\$346.02
Project Manager	1	\$49.78	\$49.78	\$67.02	\$17.52	\$134.32
Designer / Engineer-in-Training	4	\$36.46	\$145.84	\$196.34	\$51.33	\$393.51
CADD Specialist	1	\$35.05	\$35.05	\$47.19	\$12.34	\$94.57
Administration	1	\$25.50	<u>\$25.50</u>	<u>\$34.33</u>	<u>\$8.97</u>	<u>\$68.81</u>
labor sub totals	10		\$484.43	\$652.19	\$170.49	<b>\$1,307.11</b>

**Subtotal \$1,307.00**

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G. Final Engineer's Report - Preparation of Final Engineer's Report

<u>Classification</u>	<u>Hours</u>	<u>Labor Rate</u>	<u>Amount</u>	<u>Overhead</u>	<u>Fee</u>	<u>Subtotal</u>
Senior Engineer	1	\$100.02	\$100.02	\$134.66	\$35.20	\$269.88
Project Manager	2	\$49.78	\$99.56	\$134.04	\$35.04	\$268.64
Designer / Engineer-in-Training	4	\$36.46	\$145.84	\$196.34	\$51.33	\$393.51
Administration	1	\$25.50	<u>\$25.50</u>	<u>\$34.33</u>	<u>\$8.97</u>	<u>\$68.81</u>
labor sub totals	8		\$370.92	\$499.37	\$130.54	<b>\$1,000.84</b>
<b>Subtotal</b>						<b>\$1,001.00</b>

H. Bidding Documents - Preparation and Submission of Final Bidding Documents, including Certifications

<u>Classification</u>	<u>Hours</u>	<u>Labor Rate</u>	<u>Amount</u>	<u>Overhead</u>	<u>Fee</u>	<u>Subtotal</u>
Senior Engineer	1	\$100.02	\$100.02	\$134.66	\$35.20	\$269.88
Project Manager	0	\$49.78	\$0.00	\$0.00	\$0.00	\$0.00
Designer / Engineer-in-Training	4	\$36.46	\$145.84	\$196.34	\$51.33	\$393.51
CADD Specialist	2	\$35.05	\$70.10	\$94.38	\$24.67	\$189.15
Administration	1	\$25.50	<u>\$25.50</u>	<u>\$34.33</u>	<u>\$8.97</u>	<u>\$68.81</u>
labor sub totals	8		\$341.46	\$459.71	\$120.18	<b>\$921.35</b>
<b>Subtotal</b>						<b>\$921.00</b>

I. QA/QC Review - Final Review of Bidding Documents for TranSystems Approval

<u>Classification</u>	<u>Hours</u>	<u>Labor Rate</u>	<u>Amount</u>	<u>Overhead</u>	<u>Fee</u>	<u>Subtotal</u>
Senior Engineer	4	\$100.02	\$400.08	\$538.63	\$140.81	\$1,079.51
Senior Project Manager	2	\$69.42	<u>\$138.84</u>	<u>\$186.92</u>	<u>\$48.86</u>	<u>\$374.62</u>
labor sub totals	6		\$538.92	\$725.55	\$189.67	<b>\$1,454.13</b>
<b>Subtotal</b>						<b>\$1,454.00</b>

**Total Hours** 284 **Total Final Design** **\$35,953.00**

**1.5A Bidding**

Phase Number: 5000 Fee Type: CP

A. Bid Document Distribution - Printing, Binding and Distribution of Bidding Documents to Potential Bidders

<u>Classification</u>	<u>Hours</u>	<u>Labor Rate</u>	<u>Amount</u>	<u>Overhead</u>	<u>Fee</u>	<u>Subtotal</u>
Designer / Engineer-in-Training	4	\$36.46	\$145.84	\$196.34	\$51.33	\$393.51
CADD Specialist	2	\$35.05	\$70.10	\$94.38	\$24.67	\$189.15
Administration	1	\$25.50	<u>\$25.50</u>	<u>\$34.33</u>	<u>\$8.97</u>	<u>\$68.81</u>
labor sub totals	7		\$241.44	\$325.05	\$84.97	<b>\$651.47</b>
<b>Subtotal</b>						<b>\$651.00</b>

B. Pre-Bid Meeting - Preparation and Attendance for Pre-Bid Meeting and Distribution of Meeting Minutes

<u>Classification</u>	<u>Hours</u>	<u>Labor Rate</u>	<u>Amount</u>	<u>Overhead</u>	<u>Fee</u>	<u>Subtotal</u>
Senior Engineer	1	\$100.02	\$100.02	\$134.66	\$35.20	\$269.88
Project Manager	0	\$49.78	\$0.00	\$0.00	\$0.00	\$0.00
Designer / Engineer-in-Training	10	\$36.46	\$364.60	\$490.86	\$128.32	\$983.78
CADD Specialist	2	\$35.05	\$70.10	\$94.38	\$24.67	\$189.15
Administration	1	\$25.50	<u>\$25.50</u>	<u>\$34.33</u>	<u>\$8.97</u>	<u>\$68.81</u>
labor sub totals	14		\$560.22	\$754.22	\$197.17	<b>\$1,511.62</b>
<b>Subtotal</b>						<b>\$1,512.00</b>

C. Addendums and Bid Questions - Preparation of Bidding Addenda and Responding to Bidder's Questions

<u>Classification</u>	<u>Hours</u>	<u>Labor Rate</u>	<u>Amount</u>	<u>Overhead</u>	<u>Fee</u>	<u>Subtotal</u>
Senior Engineer	4	\$100.02	\$400.08	\$538.63	\$140.81	\$1,079.51
Senior Electrical Engineer	4	\$64.12	\$256.48	\$345.30	\$90.27	\$692.05
Project Manager	2	\$49.78	\$99.56	\$134.04	\$35.04	\$268.64
Designer / Engineer-in-Training	12	\$36.46	\$437.52	\$589.03	\$153.98	\$1,180.54
Administration	1	\$25.50	<u>\$25.50</u>	<u>\$34.33</u>	<u>\$8.97</u>	<u>\$68.81</u>
labor sub totals	23		\$1,219.14	\$1,641.33	\$429.07	<b>\$3,289.55</b>
<b>Subtotal</b>						<b>\$3,290.00</b>

D. Bid Opening - Preparation and Attendance at Bid Opening

<u>Classification</u>	<u>Hours</u>	<u>Labor Rate</u>	<u>Amount</u>	<u>Overhead</u>	<u>Fee</u>	<u>Subtotal</u>
Project Manager	0	\$49.78	\$0.00	\$0.00	\$0.00	\$0.00
Designer / Engineer-in-Training	0	\$36.46	\$0.00	\$0.00	\$0.00	\$0.00
Administration	0	\$25.50	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
labor sub totals	0		\$0.00	\$0.00	\$0.00	<b>\$0.00</b>
<b>Subtotal</b>						<b>\$0.00</b>

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E. Bid Review and Tabulation - Review of Bids, Preparation of Bid Tabulation

<u>Classification</u>	<u>Hours</u>	<u>Labor Rate</u>	<u>Amount</u>	<u>Overhead</u>	<u>Fee</u>	<u>Subtotal</u>
Senior Engineer	1	\$100.02	\$100.02	\$134.66	\$35.20	\$269.88
Project Manager	1	\$49.78	\$49.78	\$67.02	\$17.52	\$134.32
Designer / Engineer-in-Training	4	\$36.46	\$145.84	\$196.34	\$51.33	\$393.51
Administration	1	\$25.50	<u>\$25.50</u>	<u>\$34.33</u>	<u>\$8.97</u>	<u>\$68.81</u>
labor sub totals	7		\$321.14	\$432.35	\$113.02	<b>\$866.52</b>
<b>Subtotal</b>						<b>\$867.00</b>

F. Low Bidder Review - Review of Low Bidder Qualifications, Contact References, Check DBE Participation and Prepare Bid Recommendations

<u>Classification</u>	<u>Hours</u>	<u>Labor Rate</u>	<u>Amount</u>	<u>Overhead</u>	<u>Fee</u>	<u>Subtotal</u>
Senior Engineer	1	\$100.02	\$100.02	\$134.66	\$35.20	\$269.88
Project Manager	2	\$49.78	\$99.56	\$134.04	\$35.04	\$268.64
Designer / Engineer-in-Training	4	\$36.46	\$145.84	\$196.34	\$51.33	\$393.51
Administration	1	\$25.50	<u>\$25.50</u>	<u>\$34.33</u>	<u>\$8.97</u>	<u>\$68.81</u>
labor sub totals	8		\$370.92	\$499.37	\$130.54	<b>\$1,000.84</b>
<b>Subtotal</b>						<b>\$1,001.00</b>

**Total Hours** 59 **Total Bidding Phase** **\$7,321.00**

**1.5B Pre-Construction**

**Phase Number:** 5100 **Fee Type:** CP

Pre-Construction Phase Services are not included in this Work Order.

**Total Hours** #REF! **Total Preconstruction Phase** **\$0.00**

**1.6 Construction Phase**

**1.6.1 Construction Administration**

**Phase Number:** 7000 **Fee Type:** CP

Construction Phase Services are not included in this Work Order.

**Total Construction Administration** **\$0.00**

**1.6.2 Observation of Construction**

**Phase Number:** 7100 **Fee Type:** CP

Construction Phase Services are not included in this Work Order.

**Total Observation of Construction** **\$0.00**

**1.6.3 Resident Project Representation**

**Phase Number:** 7300 **Fee Type:** CP

Construction Phase Services are not included in this Work Order.

**Total Resident Project Representation** **\$0.00**

**1.6.4 RPR - Plant Inspection & Testing**

**Phase Number:** 7400 **Fee Type:** CP

Construction Phase Services are not included in this Work Order.

**Total RPR (Plant Inspection and Testing)** **\$0.00**

**1.7 Operational Phase (closeout)**

**Phase Number:** 8000 **Fee Type:** CP

A. Project Closeout - Preparation and Submission of the Final Closeout Package for Owner and Funding Agencies

<u>Classification</u>	<u>Hours</u>	<u>Labor Rate</u>	<u>Amount</u>	<u>Overhead</u>	<u>Fee</u>	<u>Subtotal</u>
Senior Engineer	2	\$100.02	\$200.04	\$269.31	\$70.40	\$539.76
Project Manager	2	\$49.78	\$99.56	\$134.04	\$35.04	\$268.64
Designer / Engineer-in-Training	8	\$36.46	\$291.68	\$392.69	\$102.66	\$787.02
Administration	4	\$25.50	<u>\$102.00</u>	<u>\$137.32</u>	<u>\$35.90</u>	<u>\$275.22</u>
labor sub totals	16		\$693.28	\$933.36	\$244.00	<b>\$1,870.64</b>
<b>Subtotal</b>						<b>\$1,871.00</b>

**Total Operational Phase** **\$1,871.00**

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**SECTION 2 - Additional Services**

**2.3 Supplemental Services**

**2.3.1 Project Administration**

**Phase Number:** 2000 **Fee Type:** CP

*Project Administration and Grant Management throughout the Duration of the Project*

<b>Classification</b>	<b>Hours</b>	<b>Labor Rate</b>	<b>Amount</b>	<b>Overhead</b>	<b>Fee</b>	<b>Subtotal</b>
Senior Engineer	2	\$100.02	\$200.04	\$269.31	\$70.40	\$539.76
Project Manager	0	\$49.78	\$0.00	\$0.00	\$0.00	\$0.00
Grant Administrator	12	\$26.79	\$321.48	\$432.81	\$113.14	\$867.43
Administration	2	\$25.50	\$51.00	\$68.66	\$17.95	\$137.61
labor sub totals	16		\$572.52	\$770.78	\$201.50	\$1,544.80
<b>Subtotal</b>						<b>\$1,545.00</b>

**2.3.2 Applications/Submissions**

**Phase Number:** 2000 **Fee Type:** CP

*Preparation and Submission of Payment Applications, DBE Reports and Quarterly Reports throughout the Duration of the Project*

<b>Classification</b>	<b>Hours</b>	<b>Labor Rate</b>	<b>Amount</b>	<b>Overhead</b>	<b>Fee</b>	<b>Subtotal</b>
Senior Engineer	1	\$100.02	\$100.02	\$134.66	\$35.20	\$269.88
Project Manager	0	\$49.78	\$0.00	\$0.00	\$0.00	\$0.00
Grant Administrator	8	\$26.79	\$214.32	\$288.54	\$75.43	\$578.29
Administration	1	\$25.50	\$25.50	\$34.33	\$8.97	\$68.81
labor sub totals	10		\$339.84	\$457.53	\$119.60	\$916.98
<b>Subtotal</b>						<b>\$917.00</b>

**Total Hours** 26 **Total Project Administration Phase** **\$2,462.00**

**2.3.3 Mapping & Surveys**

**Phase Number:** 3200 **Fee Type:** CP

*Aerial photography and preparation of detailed mapping and completion of ground surveying.*

<b>Classification</b>	<b>Hours</b>	<b>Labor Rate</b>	<b>Amount</b>	<b>Overhead</b>	<b>Fee</b>	<b>Subtotal</b>
Mapping Project Manager	48	\$33.64	\$1,614.72	\$2,173.90	\$568.29	\$4,356.91
Licensed Surveyor	72	\$25.50	\$1,836.00	\$2,471.81	\$646.17	\$4,953.98
Senior Photogrammetrist	0	\$39.74	\$0.00	\$0.00	\$0.00	\$0.00
CADD Specialist	20	\$35.05	\$701.00	\$943.76	\$246.71	\$1,891.47
labor sub totals	140		\$4,151.72	\$5,589.46	\$1,461.18	\$11,202.36
<b>Total Mapping &amp; Surveys</b>						<b>\$11,202.00</b>

**2.3.4 Land & Easements**

**Phase Number:** 3300 **Fee Type:** CP

*No Land or Easement Acquisition is required for this Work Order.*

**Total Land & Easements** **\$0.00**

**2.3.5 Soils & Subsurface**

**Phase Number:** 3500 **Fee Type:** CP

*No Soils and Subsurface Investigation is required for this Work Order.*

**Total Soils & Subsurface** **\$0.00**

**2.3.6 Special Studies**

**2.3.6.1 Eros. Control/NPDES Permitting**

**Phase Number:** 4200 **Fee Type:** CP

*Preparation of Erosion and Sedimentation Control Plans and Report, County Conservation District and NPDES Permit Applications.*

<b>Classification</b>	<b>Hours</b>	<b>Labor Rate</b>	<b>Amount</b>	<b>Overhead</b>	<b>Fee</b>	<b>Subtotal</b>
Senior Engineer	12	\$100.02	\$1,200.24	\$1,615.88	\$422.42	\$3,238.54
Project Manager	32	\$49.78	\$1,592.96	\$2,144.60	\$560.63	\$4,298.20
Designer / Engineer-in-Training	12	\$36.46	\$437.52	\$589.03	\$153.98	\$1,180.54
CADD Specialist	8	\$35.05	\$280.40	\$377.50	\$98.69	\$756.59
Administration	2	\$25.50	\$51.00	\$68.66	\$17.95	\$137.61
labor sub totals	66		\$3,562.12	\$4,795.68	\$1,253.67	\$9,611.48
<b>Total Erosion Control/NPDES Permitting</b>						<b>\$9,611.00</b>

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**2.3.6.2 Const. Safety and Phasing Plan**

Phase Number: 4700 Fee Type: CP

Preparation of a Construction Safety and Phasing Plan to meet FAA SOP 1.0 and Submit the Document to the FAA for Review and Approval.

Classification	Hours	Labor Rate	Amount	Overhead	Fee	Subtotal
Senior Engineer	1	\$100.02	\$100.02	\$134.66	\$35.20	\$269.88
Project Manager	2	\$49.78	\$99.56	\$134.04	\$35.04	\$268.64
Construction Manager	2	\$41.45	\$82.90	\$111.61	\$29.18	\$223.68
Designer / Engineer-in-Training	4	\$36.46	\$145.84	\$196.34	\$51.33	\$393.51
CADD Specialist	2	\$35.05	\$70.10	\$94.38	\$24.67	\$189.15
Administration	1	\$25.50	\$25.50	\$34.33	\$8.97	\$68.81
labor sub totals	12		\$523.92	\$705.35	\$184.39	\$1,413.67

**Total Construction Phasing Plan \$1,414.00**

**Total Labor \$76,240.00**

**Reimbursables**

Phase Number: 9000

**Total Reimbursables \$2,478.00**

**TOTAL PROJECT \$78,718.00**

**Reimbursable Expenses Calculation**

**Design Reimbursables**

Item	Calculation	Rate	Total
Mileage	434 miles/trip x 4 trips	\$0.670 /mile	\$1,164.00
Meals	8 trips	\$55.00 /trip	\$440.00
Lodging	6 nights	\$100.00 /night*	\$600.00
Cell Phone	months	\$0.00 /month	\$0.00
Tolls	4 trips	\$30.00 /trip*	\$120.00
Postage	6 items	\$0.60 /mailing	\$4.00
Shipping	10 packages	\$15.00 /package	\$150.00
<b>TOTAL DESIGN REIMBURSABLE EXPENSES</b>			<b>\$2,478.00</b>

**Construction Reimbursables**

Item	Calculation	Rate	Total
RPR Mileage (To/From Airport)	miles/trip x trips	\$0.670 /mile	\$0.00
RPR Mileage (Daily)	miles/day x trips	\$0.670 /mile	\$0.00
C.M. Mileage	miles/trip x trips	\$0.670 /mile	\$0.00
Meals (RPR)	trips	\$55.00 /trip	\$0.00
Meals (C.M.)	trips	\$55.00 /trip	\$0.00
RPR Lodging (Hotel)	nights	\$100.00 /night*	\$0.00
C.M. Lodging (Hotel)	nights	\$100.00 /night*	\$0.00
Cell Phone	months	\$0.00 /month	\$0.00
Tolls	trips	\$0.00 /trip*	\$0.00
Postage	items	\$0.60 /mailing	\$0.00
Shipping	packages	\$15.00 /package	\$0.00
<b>TOTAL CONSTRUCTION REIMBURSABLE EXPENSES</b>			<b>\$0.00</b>

**TOTAL REIMBURSABLE EXPENSES \$2,478.00**

v.01.02.2024

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**\* Reimbursable Expense Calculation Notes:**

For mileage, utilize Mapquest to determine the number of miles for the most likely travel route that will be taken from your home office to the Airport. The number of trips used in the reimbursable expense calculation should be noted in the Scope of Work and carried throughout.

The lodging and meal rate should be off the federal per diem for the area of work. Check this online <https://www.gsa.gov/travel/plan-book/per-diem>.

We will only use an apartment during construction if it is possible to rent one for the time period of the construction. Check this online.

For tolls, utilize Mapquest to determine the toll routes and then check the tolls online.

# NEW GARDEN TOWNSHIP - STAFF REPORT/RECOMMENDATION

**REQUESTING DEPARTMENT:** Public Works

**MEETING DATE:** May 20, 2024

**SUBJECT/TOPIC:** COOP FY24 Paving Bid - Contract Approval

**BACKGROUND:** As part of the adopted FY24-28 Capital Improvement Plan, the Township has prioritized the need to consistently address critical infrastructure replacements and repairs to improve quality of life and safety throughout the community. A combination of information is utilized to assess road conditions including GIS, engineer-provided RoadBotics analysis, resident complaints, and Public Works road inspection data.

For FY24, the adopted CIP included the following roads:

- Starr Road – between the bridge and Ellicott Road – 2” full width mill, varying width, 10” deep mill and fill, widening 1’ each side of road where possible, 5” compacted 2A stone subbase, 5” 25mm, 2” 9.5mm wearing course
- Bevan Blvd. – 2” full width mill, 2” 9.5mm wearing course
- Ronway Drive – 2” full width mill, 2” 9.5mm wearing course
- Delaware Circle – 2” full width mill, 2” 9.5mm wearing course
- Kelleher Drive – 2” full width mill, 2” 9.5mm wearing course

However, during the Town Hall roof analysis, the Township determined that the best use of surplus cash from FY23 interest income revenue would be added to the FY24 paving program, where the staff recommendation is to add the following road:

- Pemberton Road – between Bancroft and Cedar Springs Road – 2” full width mill, varying width, varying width, 10” deep mill and fill, widening 1’ each side of road (where possible), 5” compacted 2A stone subbase, 5” 25mm, 2.5” 19mm level, 1.5” 9.5mm wearing course

The total cost for the scope of paving operations was assessed at \$1,360,020.00.

Separately, the Township also conducts Tar/Chip/Fog Seal operations as a preventative treatment for potential asphalt road segment failures, where the FY24 paving program identified the following roads:

- Yeatman Station – entire length
- McCue Road – entire length

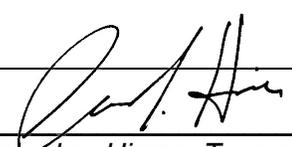
The total cost for the scope of Tar/Chip/Fog Seal operations was assessed at \$57,013.50. Combined, the total cost of paving operations is \$1,417,033.50.

<b>FINANCIAL IMPACT:</b>	Budgeted:	YES <input checked="" type="checkbox"/> NO
<b>Total:</b>	Amount Budgeted:	\$464,890.56 – Contracted Services – Roads (Budget amendment pending)
FY24: \$1,417,033.50		\$400,000 – Liquid Fuels – Contracted Services
		\$495,129.44 – Surplus interest income

<ul style="list-style-type: none"> <li>• \$1,017,033.50 – CIP</li> <li>• \$400,000.00 – Liquid Fuels</li> </ul>		(FY24 CIP Amendment)
	Amount Spent:	\$0.00
	Amount Requested:	\$1,360,020.00
	Budget Line Item:	30-439-450 – Contracted services – Roads 35-439-450 – Liquid Fuels – Contracted Services

**STAFF RECOMMENDATION:** That the Board of Supervisors authorizes:

- the Township Manager to approve the paving contract to Long’s Asphalt, Inc. for an amount not to exceed \$1,360,020.00 for the FY24 Paving program, pending final review by the Township Solicitor.
- the Township Manager to approve the paving contract to Martin Paving for the Tar/Chip/Fog /Seal for an amount not to exceed \$57,013.50, pending final review by the Township Solicitor.

<b>TOWNSHIP MANAGER APPROVAL:</b> Required: <u>  X  </u> Not Required: _____	 <hr/> <i>Christopher Himes, Township Manager</i>
<b>TOWNSHIP SOLICITOR APPROVAL:</b> Required: _____ Not Required: _____	<hr/> <i>Winifred Sebastian, Township Solicitor</i>

**ATTACHMENTS:**

- 1) *Paving Bid - Proof of Publication*
- 2) *Long’s Asphalt Inc. contract*
- 3) *Paving Bid - Township Map*
- 4) *Tar/Chip/Fog /Seal Proof of Publication*
- 5) *Martin Asphalt, Inc. contract*
- 6) *Tar/Chip/Fog /Seal - Township Map*

PHILADELPHIA GROUP

**AFFIDAVIT OF PUBLICATION**  
390 Eagleview Boulevard • Exton, PA 19341

**LONDON GROVE TOWNSHIP**  
**372 ROSE HILL RD #100**  
**WEST GROVE, PA 19390**  
**Attention:**

**STATE OF PENNSYLVANIA,**

The undersigned Richard L. Crowe, being duly sworn the he/she is the principal clerk of Daily Local News, Daily Local News Digital, published in Chester County for the dissemination of local or transmitted news and intelligence of a general character, which are duly qualified newspapers, and the annexed hereto is a copy of certain order, notice, publication or advertisement of:

**LONDON GROVE TOWNSHIP**

Published in the following edition(s):

Daily Local News, Daily Local News Digital  
04/25/24, 05/02/24

**BID NOTICE**

Sealed proposals will be received by the Municipal Cooperative of Southern Chester County, Pennsylvania at 372 Rose Hill Rd, West Grove PA 19380, until 11:59 AM on May 14, 2024 for the following:

**\*\*SURFACE TREATMENT**

As Per Section 478 of Pub 408, CRS-2P14, Single App. # 8 Aggregate	64,459 sq. yd.
As Per Section 478 of Pub 408, CRS-2P14, Single App. # 7 Aggregate	27,481 sq. yd.
As Per Section 478 of Pub 408, CRS-2P14, Single App. (Sur. Patching)	25,600 sq. yd.
As Per Section 482 of Pub 408, E134, Double App. # 4, 1/2"	9,539 sq. yd.
As per Section 472 of Pub 408, Quick Set Polymer Modified Fog	81,500 sq. yd.

**\*\*PAVING IN PLACE**

There are extensive paving specifications which are available with bid package. Prevailing wage applies to Paving In Place & must be Penn DOT Prequalified Prime Contractors

Super Asphalt mix design wearing course 9.5mm @ 1 1/2"	169,210 sq. yd.
Super Asphalt mix design wearing course 9.5mm @ 2"	29,100 sq. yd.
Super-pave scratch or leveling 9.5 mm @ 1"	2,505 tons
Super-pave scratch or leveling 13 mm @ 2"	508 tons
Super-pave scratch or leveling 19 mm @ 2-1/2"	1,869 tons
Super-pave Base Course 25 mm @ 5"	9,759 sq. yd.
Milling before paving at 1 1/2" depth	59,593 sq. yd.
Milling before paving at 2" depth	45,117 sq. yd.
M/I and F/I Base Repair 3" depth, width varies 25 mm	1,918 sq. yd.
M/I and F/I Base Repair 5" depth, width varies 25 mm	2,109 sq. yd.
M/I and F/I Base Repair 10" depth, width varies	9,709 sq. yd.
2A subbase at 5"	9,709 sq. yd.
M/P-400 Paving fabric	14,164 sq. yd.
F/I Modified Bituminous Leveling @ 130LB 5Y	6,799 sq. yd.
F/I Modified Bituminous Overlay @ 150LB 5Y	6,799 sq. yd.

Liquidated damages apply at the rate of \$555.00 per calendar day. Proposals must be upon the forms furnished by the Municipal Cooperative and may be obtained by calling 610-345-0100, or by emailing [Kinsley@londongrove.org](mailto:Kinsley@londongrove.org). Bids must be submitted in a sealed envelope clearly marked "Bids Paving & Surface Treatment". A performance bond or certified check in the amount of 100% of the contract shall be furnished by the successful bidder within 28 days after the contract is awarded. Member municipalities reserved the right to reject any or all proposals.

Bids will be opened at the London Grove Township Public Works Building, 374 Rose Hill Rd, West Grove, Pa 19390 at 11:00 am on 05/14/2024.

Bids may be delivered to the London Grove Township Building at 372 Rose Hill Road, West Grove PA 19390

Shane Kinsley  
Municipal Cooperative of Southern Chester County  
DLN APR 25 May 2 11a

Sworn to the subscribed before me this 5/2/24.

Maureen Schmid  
Notary Public, State of Pennsylvania  
Acting in County of Montgomery

Commonwealth of Pennsylvania - Notary Seal  
MAUREEN SCHMID, Notary Public  
Montgomery County  
My Commission Expires March 31, 2025  
Commission Number 1248132

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PHILADELPHIA GROUP

**AFFIDAVIT OF PUBLICATION**  
390 Eagleview Boulevard • Exton, PA 19341

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**372 ROSE HILL RD #100**  
**WEST GROVE, PA 19390**  
**Attention:**

**STATE OF PENNSYLVANIA,**

The undersigned Richard L. Crowe, being duly sworn the he/she is the principal clerk of Daily Local News, Daily Local News Digital, published in Chester County for the dissemination of local or transmitted news and intelligence of a general character, which are duly qualified newspapers, and the annexed hereto is a copy of certain order, notice, publication or advertisement of:

**LONDON GROVE TOWNSHIP**

**Published in the following edition(s):**

Daily Local News, Daily Local News Digital  
04/25/24, 05/02/24

BID NOTICE	
Sealed proposals will be received by the Municipal Cooperative of Southern Chester County, Pennsylvania at 372 Rose Hill Rd, West Grove PA 19390. Bids will be awarded on May 14, 2024 for the purchase of the below	
LINE PAINTING	
Double Yellow Center Line	608,000 linear feet
4" White edge line	593,000 linear feet
8" White edge line	12,000 linear feet
24" Stop Bar in white thermo	230 linear feet
Turning Arrows in white paint	40
ONLY legend in white paint	30
Slow emblem in paint	3
YIELD Legend in paint	3
Cross Walk, Single White 6" Paint	1,500 linear feet
Type "C" Crosswalk - White Thermo	440 linear feet
24" Stop & Gore Bars	3,000 linear feet
Sharks Teeth in paint	18
HIGHWAY MATERIALS	
Various stone products - Pa DOT approved	12,555 tons
BLACK TOP	
Wearing Course/9.5mm Superpave PG-64-22	1,100 tons
Binder Course Superpave PG-64-19 mm	200 tons
BCBC, Superpave PG-64-22 25 mm	300 tons
PSP Cold Patch	100 tons
All amounts are based on a more or less quantity as per the need of each Municipality.	
Proposals must be upon the forms furnished by the Municipal Cooperative and may be obtained by calling 610-345-0100, or by emailing skinsey@londongrove.org. Bids must be submitted in a sealed envelope plainly marked "Bids for Materials and Supplies 2024." The supplier will provide the awarding municipality with a performance bond in the amount of 50% of the contract, conditioned upon the faithful performance of the contract. Bids will be opened in the presence of the Board Members at 11:15 a.m. on May 24, 2024 at the London Grove Township Public Works Meeting Room. Bids may be delivered to the London Grove Township Building at 372 Rose Hill Road, West Grove PA 19390	
Shane Kinsey Municipal Cooperative of Southern Chester County DLN April 25 May 2; 1a	

Sworn to the subscribed before me this 5/2/24.

Maureen Schmid  
Notary Public, State of Pennsylvania  
Acting in County of Montgomery

Commonwealth of Pennsylvania - Notary Seal  
MAUREEN SCHMID, Notary Public  
Montgomery County  
My Commission Expires March 31, 2025  
Commission Number 1248132

**Advertisement Information**

Client Id: 884438      Ad Id: 2595322      PO:      Sales Person: 018303

21st Century Media - Philly Cluster  
 PO Box 8003  
 Willoughby, OH 44096-8003



Address Service Requested

LONDON GROVE TOWNSHIP  
 372 ROSE HILL RD #100  
 WEST GROVE PA 19390

REMIT TO:

21st Century Media - Philly Cluster  
 PO Box 8003  
 Willoughby, OH 44096-8003

BILLING PERIOD	ADVERTISER/CLIENT NAME	
05/01/24 - 05/05/24	LONDON GROVE TOWNSHIP	
CURRENT DUE	TOTAL AMOUNT DUE	ACCOUNT #
\$1,454.34	\$1,011.74	884438
TERMS OF PAYMENT	AMOUNT ENCLOSED	
Due Upon Receipt		

REMITTANCE PORTION ABOVE: DETACH AND RETURN ABOVE PORTION WITH YOUR PAYMENT

ADVERTISING INVOICE / STATEMENT

PREVIOUS BALANCE -442.60

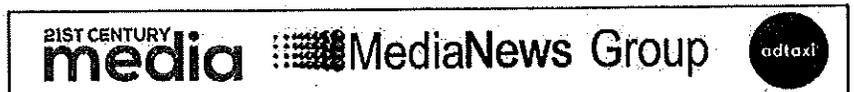
DATE	DESCRIPTION	AD #	X's	UNITS / QTY / SIZE	RUN DATES	NET AMT
05/02/24	Daily Local News	2595325	4	636.00	4/25/2024 5/2/2024	
	Subtotal - BID NOTICE Sealed proposals wi					879.98
05/02/24	Daily Local News	2595322	4	400.00	4/25/2024 5/2/2024	
	Subtotal - BID NOTICE Sealed proposals wi					574.36

Bill  
 Co-op

*(DAM)*

BILLING PERIOD	ACCOUNT#	AGING CURRENT	OVER 30 DAYS	OVER 60 DAYS	OVER 90 DAYS	OVER 120 DAYS	TOTAL AMT DUE
05/01/24 - 05/05/24	884438	\$1,454.34	\$0.00	\$0.00	(\$442.60)	\$0.00	\$1,011.74

To make a payment or for billing inquiries, please call 1-860-241-3050. We accept all major credit cards, ACH and electronic checks.





PROPOSAL AND CONTRACT ( WHEN EXECUTED ) INSTRUCTIONS ON PAGE 4

THIS PROPOSAL INCLUDES INSTRUCTIONS TO BIDDERS

A. DEPOSIT OF PROPOSALS.

All envelopes containing Bid proposals shall be clearly marked "Bid Proposal for letting of May 14, 2024 ." DATE

New Garden Township MUNICIPALITY (NAME & TYPE)

Kenny Reed Director of Public Works

Sealed Proposals will be received on or before 11:00 AM on the above Letting Date. TIME

299 Starr Road Landenberg, PA 19350 ADDRESS

Bids will be opened and read at approximately 11:00 AM , on the above Letting Date. TIME

PROPOSALS MUST BE MAILED OR OTHERWISE DELIVERED TO THE ABOVE ADDRESS.

- 1 The contractor proposes to furnish and deliver all materials ( including Form CS-4171, CERTIFICATE OF COMPLIANCE and/ or CS-4171B DAILY ASPHALT MIXTURE CERTIFICATION ) and to do and perform all work on the following project as more specifically set forth in the Schedule of Prices (Attachment), in accordance with drawings and specifications on file at New Garden Township as well as the supplements and special requirements contained herein and/ or attached hereto and current PennDOT Specifications (Publication 408), except (a) bidders need not be prequalified by PennDOT (Sec.102.01), and (b) Volumetric testing of asphalt paving materials is not required (Sec. 413).
2 If designated as the successful bidder, the contractor will begin work on the date specified in the notice to proceed, or as otherwise provided in the special requirements, and will complete all work within see attachment 1-A calendar days.
3 Accompanying this proposal is a certified check or bid bond in the amount of 10% made payable to the municipality as a proposal guarantee which, it is understood, will be forfeited in case the contractor fails to comply with the requirements of the proposal.

B. PROPOSAL OF:

Long's Asphalt, Inc. 856 Scotland Road Quarryville, PA 17566

NAME / ADDRESS OF CONTRACTOR

CONTRACTORS CERTIFICATION

It is hereby certified as follows:

- 1 The only person interested in the proposal as principal (s) is (are): Steven E. Long
2 None of the above persons are employees of the municipality.
3 This proposal is made without collusion with any other person, firm or corporation.
4 All plans and specifications referred to above and the site of the work have been examined by the contractor. The contractor understands that the quantities indicated herein are approximate and are subject to change as may be required; and that all work is payable on the basis of the unit price listed on the Schedule of Prices. (Attachment 1).

- 5 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.
  
- 6 The contractor will provide the municipality with a performance bond, conditioned upon the faithful performance of the contract in accordance with the plans, specifications and conditions thereof, and a payment bond, conditioned on the prompt payment of all material furnished and labor supplied or performed in the prosecution of the work, in accordance with the Public Works Contractors' Bond Law of 1967; and an affidavit accepting the provisions of the Workmen's Compensation Act of 1915, as amended.

Long's Asphalt, Inc.

**CONTRACTOR**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
TITLE:

WITNESSED OR ATTESTED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
TITLE:

---

**TO BE EXECUTED ONLY IN THE EVENT THE ABOVE PROPOSAL IS ACCEPTED**

---

ACCEPTED ON : May 20, 2024  
DATE

New Garden Township  
**MUNICIPALITY**

BY: \_\_\_\_\_  
TITLE: Township Manger

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

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



ATTESTED BY: \_\_\_\_\_  
TITLE:





**SPECIAL PROVISIONS TO CONTRACT MS-944 ( Attachment 1-A )  
CONTAINS IMPORTANT INFORMATION FOR THE CONTRACTOR**

**The Prime Contractor and subcontractors must comply with all of the following provisions that are marked with an "X".**

- X Traffic Control and Safety Devices to be provided by the Contractor.  
( Maintenance and Protection of Traffic to comply with current MUTCD, Publication 212 and Publication 213.)
- X Delivery tickets for all materials.
- X CS-4171 Certificate of Compliance and/ or CS-4171B Daily Asphalt Mixture Certification required for all materials.
- X Notify the Municipality five working days prior to start of project.
- X Work to be completed on or before 8/23/2024 . After 8/23/2024 Liquidated damages apply at the rate of \$ 885.00 per calendar day.
- X Roadway to be power broomed by (contractor  municipality  )prior to start of project.
- X Excess material to be removed by (contractor  municipality  .)
- X Municipality to inspect project.
- X Need Bill of Lading for each shipment of asphalt material per Section 702.1( c ) of Specifications 408.
- X Tack Coat required per Section 460, or 413 for superpave, of Specifications 408 and is incidental to paving item unless noted otherwise.  
Prime Coat required per Section 461 of Specifications 408.
- X Asphalt Seal on all abutting pavement and curbs required.
- X Saw cut or Milled Paving Notch required and incidental to paving item unless noted otherwise.
- X Scratch/ Leveling Courses to be placed at the discretion of appointed inspector(s).
- X Full width pavement with one pass required.
- X Municipality reserves the right to limit work completed.  
Taper pavement the last 3 feet to curb.  
For FOB Source bids, hauling distance will determine selection of bid award.  
Municipality reserves the right to procure material which best suits their requirements after all bids and items are reviewed.
- X Incidental Preparation and clean up required. ( Project Construction Materials )  
The municipality reserves the right to make an award on the basis of the aggregate total for all like items on which quotations are received.
- X Provide design, which meets Specifications Form 408 to the municipality 5 days prior to start of work.
- X Contractor responsible for defects that occur within one year of applications.
- X Contractor required to review proposed project with Municipality's Representative prior to bidding.  
Oil Samples required from each distributor truck by contractor (1) one quart : A.M. & P.M. and witnessed by municipality and retained by municipality. (Oil samples must be placed in an approved type container that is compatible with oil sample.)  
At least three random stone samples to be taken by contractor on project site witnessed by municipality and retained by municipality.
- X Complete all testing in accordance with Specification Form 408 Section 413 except for superpave volumetric testing.  
Notice to Proceed will be the date of Contract acceptance.
- X Final Completion Certificate & Notice of Completion required.
- X Future award of Contract will be based on quality of work as determined by the municipality.
- X Contractor, notify all residents of pending work to be performed.

NEW GARDEN TOWNSHIP

**My signature signifies that I have read and understand the above special provisions to this contract, and by being authorized by this company to act as their authorized representative, and on their behalf hereby agree to adhere to any and all of the provisions pertaining to this contract.**

[Signature] 5-13-24  
 Contractor's Representative Date  
Concys Asphalt Inc.  
 Company

[Signature] 5/13/2024  
 Municipality's Representative Date  
 New Garden Township  
 Municipality

**ANTI-COLLUSION AFFIDAVIT**



County Chester

Municipality New Garden Township

Project Number 2024

Fed. Project No. \_\_\_\_\_  
( If Applicable )

State of Pennsylvania

County of Lancaster

The undersigned deponent deposes and says that he is the President

of the Long's Asphalt, Inc. 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.

\_\_\_\_\_  
Long's Asphalt, Inc.  
(Contractor)

**BY**

\_\_\_\_\_

**Sworn to and subscribed before me the undersigned notary public this**

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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

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



## PREQUALIFICATION CERTIFICATE

### General

**Business Partner Id:** 005171

**Status:** Qualified

**Federal ID Number:** 23-2963432

**Line Of Credit:** \$1,250,000.00

**Line Of Credit Expiration:** 01/01/2024

**Maximum Capacity:** \$10,904,970.00

**Performance Factor:** 6

**Issued:** 08/14/2023

**Effective:** 08/14/2023

**Expiration:** 06/30/2025

In accordance with the Department regulations you are hereby notified of the performance factor, maximum capacity rating, and work classifications assigned to you. You are eligible to perform as a Prime Contractor.

### Contractor

Name	Address	City	State	Zip	Zip + 4
Long's Asphalt Inc	856 Scotland Rd.	Quarryville	PA	17566	

### Subsidiaries

Name	FID
No records found.	

### Work Class Codes

Code	Group	Description	Type
F	Pavement	Bituminous Pavement	R
F1	Pavement	Bituminous Pavement Patching and Repair	R
F2	Pavement	Bituminous Joint and Crack Sealing	R
F3	Pavement	Milling, Rumble Strips, Scarification Bituminous or Concrete	R
F4	Pavement	Bituminous Surface Treatments, Seal Coats	R
G4	Pavement	Joint Rehabilitation, Sawing and Sealing Concrete or Bituminous	R

You have been qualified as a General Highway Contractor to do work in the Commonwealth of Pennsylvania.

### Signature

**VALIDATE AND ISSUED BY:** Matthew R. Weaver, P.E. for /s/

PREQUALIFICATION OFFICER

### Comments

One or more Lines-of-Credit became effective

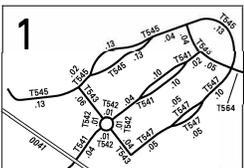
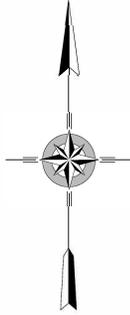
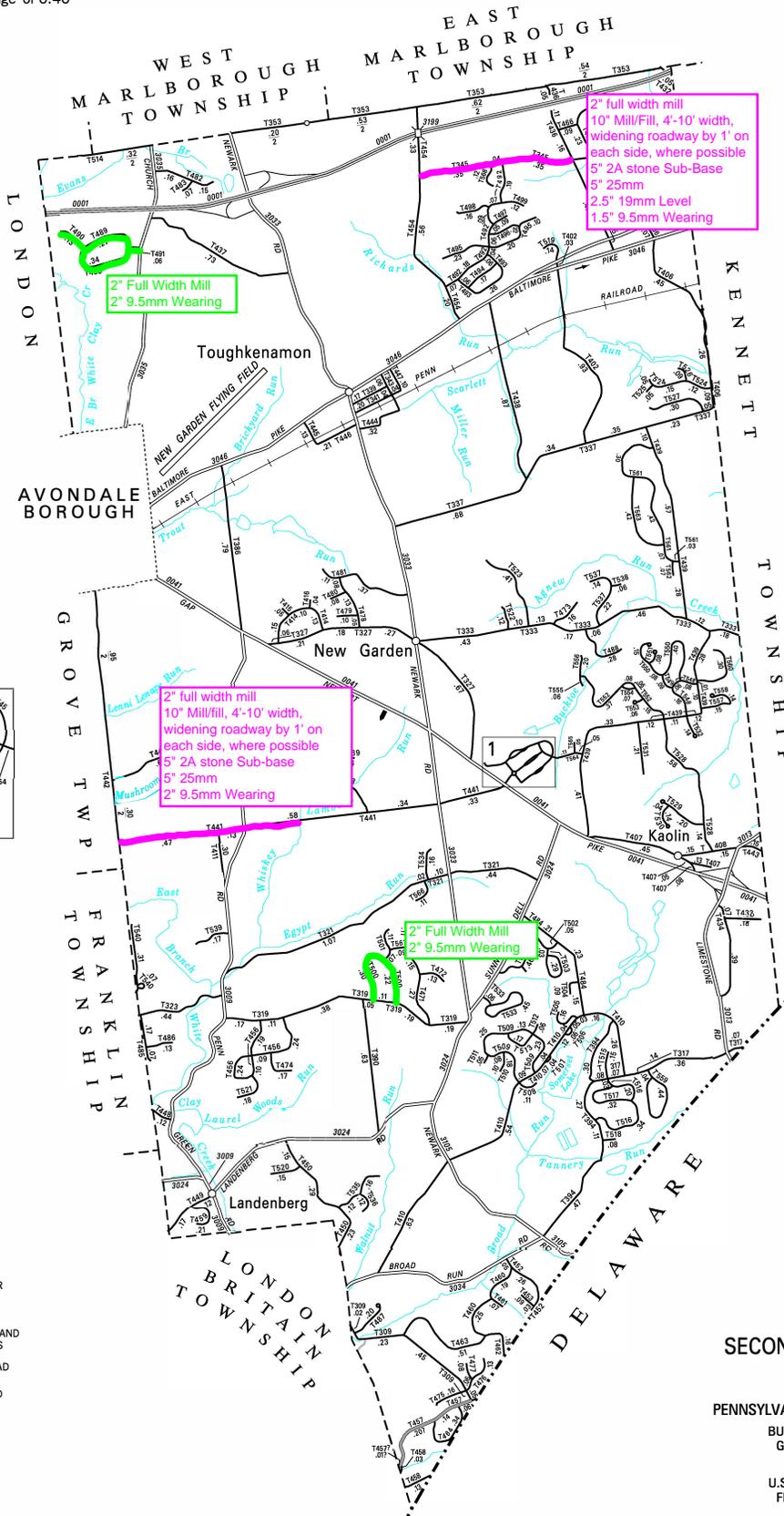
### Audit Information

Created By	Created On	Modified By	Modified On
LaToya Lewis/PennDOT	08/14/2023 08:43:18 AM	LaToya Lewis/PennDOT	08/14/2023 08:43:18 AM

You are currently logged in as Donna S. Long.

TOTAL MILES	
Township Road System	60.85*
State Highway System	24.88
Total	85.73

\* Includes ACT 32 Turnback Mileage of 0.40



3:1

- LEGEND**
- LIMITED ACCESS HIGHWAY
  - STATE ROUTE AND NUMBER
  - STATE MAINTAINED BRIDGE ON TOWNSHIP ROAD
  - TOWNSHIP ROAD, NUMBER AND SEGMENT LENGTH IN MILES
  - IMPASSABLE TOWNSHIP ROAD
  - TURNBACK TOWNSHIP ROAD
  - OTHER ROAD
  - RAILROAD (IN SERVICE)
  - RAILROAD ABANDONED (TRACK RETAINED)
  - STATE BOUNDARY
  - COUNTY BOUNDARY
  - TOWNSHIP BOUNDARY
  - CITY OR BOROUGH BOUNDARY
  - MUNICIPAL BUILDING
  - SPLIT MILEAGE BETWEEN MUNICIPALITIES

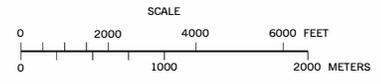
COPIES OF THIS MAP ARE AVAILABLE AT NOMINAL COST CONTACT:  
 PENNSYLVANIA DEPARTMENT OF TRANSPORTATION  
 SALES STORE  
 P.O. BOX 348  
 HARRISBURG, PENNSYLVANIA 17105-3451  
 TELEPHONE: (717) 787-4746

- 309 WATSON MILL RD
- 311 SOUTHWOOD RD
- 319 LAUREL HEIGHTS RD
- 321 EGYPT RUN RD
- 323 AUBURN RD
- 327 NEW GARDEN RD
- 333 BUCKLE RD
- 337 HILLENDALE RD
- 339 CHURCH ST
- 341 MAIN ST
- 343 CENTER ST
- 345 PEMBERTON RD
- 353 LINE RD
- 366 PENN GREEN RD
- 390 WALNUT RUN RD
- 394 BROAD RUN RD
- 402 THOMPSON RD
- 406 SCARLETT RD
- 407 SHEEHAN RD
- 408 KAOLIN RD
- 410 BUTTWOOD RD
- 411 SANTIILLI RD
- 414 HEATHERLY LA
- 415 WEST WOODS LA
- 416 EAST WOODS LA
- 437 MILL RD
- 431 ROCKY SPRING RD
- 434 OLD LIMESTONE RD
- 436 CEDAR SPRINGS RD
- 437 POLO RD
- 438 CHAMBERS RD
- 439 SHARP RD
- 440 COOPER RD
- 441 STARR RD
- 442 ELLICOTT RD
- 443 HART RD
- 444 WILLOW ST
- 445 REESE ST
- 446 PINE ST
- 447 UNION ST
- 448 LAUREL BRIDGE RD
- 449 MERCER WILL RD
- 450 SAW MILL RD
- 452 EDEN RD
- 453 WEST EDEN RD
- 454 BANCROFT RD
- 456 SKYLINE DR
- 458 QUARTZ WILL RD
- 459 TIMBER WILL LA
- 460 WHITE CLAY DR
- 461 BRIARWOOD CT
- 462 DELPA DR
- 463 WILKINSON DR
- 464 EVANS DR
- 465 COLUMBINE RD
- 466 TRILLIUM DR
- 467 THISTLE DOWN RD
- 468 PELHAM DR
- 469 STIRRUP CT
- 470 SADDLE CT
- 471 WOODLSTON LA
- 472 SHORLIDGE CT
- 473 HEALY PL
- 474 HOOPES DR
- 475 MCCORMICK DR
- 476 ORIE DR
- 477 BEESON CT
- 478 EDWARD DR
- 479 CATALYN CT
- 480 JASON CT
- 481 DANIEL DR
- 482 SHERWOOD DR
- 483 LITTLE JOHN CIR
- 484 REYNOLDS RD
- 485 CHANDLER DR
- 486 BARLEY CT
- 487 ALTEUS DR
- 488 SALASIN DR
- 489 RONWAY DR
- 490 DELAWARE CIR
- 491 BEVAN BLVD
- 492 CRESTVIEW DR
- 493 BRIGHTON CIR
- 494 GLENFIELD LA
- 495 HILLSIDE LA
- 496 HAWTHORNE LA
- 498 HIGHLAND CT
- 499 APPLETON CT
- 500 KELLHER DR
- 501 CABOT CT
- 502 CAMBRIDGE RD
- 503 CHAINGATE CIR
- 504 SPRINGBERRY TN
- 505 HARRINGTON CT
- 506 NORTH SHORE LA
- 507 LAKE SHORE LA
- 508 WEST SHORE CT
- 509 HAMILTON RD
- 510 SAINT DAVIDS CT
- 511 QUEENS CT
- 512 WOODS RD
- 513 LANGTON HILL RD
- 514 WOODS RD
- 515 PORT ROYAL CT
- 516 ROSEMOUNT DR
- 517 SAINT GEORGES LN
- 518 WHITNEY CT
- 519 BUREN VISTA DR
- 520 SARAH DR
- 521 DANCING DR
- 522 EDGEWOOD DR
- 523 FERNWOOD DR
- 524 GARDEN DR
- 525 PARRISH CT
- 526 RED CLAY CT
- 527 SUNRISE DR
- 528 HARTFIELD DR
- 529 SAINT ANDREWS DR
- 530 INTERLACHEN CT
- 531 PORTNICAM CT
- 532 CYPRESS POINT DR
- 533 HIRKALE CIR
- 534 STRAWBERRY LA
- 535 CLAY CT
- 536 CLAY RIDGE DR
- 537 RICHARDS WAY
- 538 SANDY CT
- 539 CEZANNE CT
- 540 LAVENDERHILL LA
- 541 BRITANNY DR
- 542 BRITANNY CIR
- 543 HENLEY DR
- 545 CARLISLE DR
- 546 LOST TO DR
- 547 LONGO DR
- 548 TURNBERRY DR
- 549 MURFIELD CT
- 550 SHINNECOK HILL RD
- 551 HIRKALE CIR
- 552 PORTWARDOCK DR
- 553 FIVE FARMS CIR
- 554 SANDWICH LA
- 555 KITTANSET CT
- 556 WINNANDA CIR
- 557 PINE VALLEY DR
- 558 HOYAKE CT
- 559 HARROGATE DR
- 560 EAGLE WAY
- 561 CANDLEWYCK DR
- 562 HARVEST LA
- 563 HONEY LOCUST DR
- 564 BERWICK DR
- 566 REGENCY CT
- 568 CARLSBORO CT
- 567 PATRICK LA
- 568 PEMBERTON VALLEY DR

**NEW GARDEN  
 SECOND CLASS TOWNSHIP MAP  
 CHESTER COUNTY**

PREPARED BY THE  
 PENNSYLVANIA DEPARTMENT OF TRANSPORTATION  
 BUREAU OF PLANNING AND RESEARCH  
 GEOGRAPHIC INFORMATION DIVISION  
 IN COOPERATION WITH THE  
 U.S. DEPARTMENT OF TRANSPORTATION  
 FEDERAL HIGHWAY ADMINISTRATION

MUNICIPAL CODE 15 225  
 THIS MAP IS PUBLISHED AS A SUPPLEMENTAL  
 DOCUMENTATION OF LIQUID FUELS TAX FUND MILEAGES  
 REVISED PER FORM 990 DATED 12-31-14



PHILADELPHIA GROUP

**AFFIDAVIT OF PUBLICATION**  
390 Eagleview Boulevard • Exton, PA 19341

**LONDON GROVE TOWNSHIP**  
**372 ROSE HILL RD #100**  
**WEST GROVE, PA 19390**  
**Attention:**

**STATE OF PENNSYLVANIA,**

The undersigned Richard L. Crowe, being duly sworn the he/she is the principal clerk of Daily Local News, Daily Local News Digital, published in Chester County for the dissemination of local or transmitted news and intelligence of a general character, which are duly qualified newspapers, and the annexed hereto is a copy of certain order, notice, publication or advertisement of:

**LONDON GROVE TOWNSHIP**

Published in the following edition(s):

Daily Local News, Daily Local News Digital  
04/25/24, 05/02/24

BID NOTICE	
Sealed proposals will be received by the Municipal Cooperative of Southern Chester County, Pennsylvania at 372 Rose Hill Rd, West Grove PA 19380, until 11:59 AM on May 14, 2024 for the following:	
<b>**SURFACE TREATMENT</b>	
As Per Section 478 of Pub 408, CRS-2P14, Single App. # 8 Aggregate	64,458 sq. yd.
As Per Section 478 of Pub 408, CRS-2P14, Single App. # 7 Aggregate	27,481 sq. yd.
As Per Section 478 of Pub 408, CRS-2P14, Single App. (Sur Patching)	25,600 sq. yd.
As Per Section 482 of Pub 408, E134, Double App #1 & 14	9,539 sq. yd.
As per Section 472 of Pub 408, Quick Set Polymer Modified Fog	81,500 sq. yd.
<b>**PAVING IN PLACE</b>	
There are extensive paving specifications which are available with bid package. Prevailing wage applies to Paving In Place & must be Penn DOT Prequalified Prime Contractors	
Super Asphalt mix design wearing course 9.5mm @ 1 1/2"	169,210 sq. yd.
Super Asphalt mix design wearing course 9.5mm @ 2"	29,100 sq. yd.
Super-pave scratch or leveling 9.5 mm @ 1"	2,505 tons
Super-pave scratch or leveling 18 mm @ 2"	508 tons
Super-pave scratch or leveling 19 mm @ 2.5"	1,869 tons
Super-pave Base Course 25 mm @ 5"	9,759 sq. yd.
Milling before paving at 1.5" depth	59,593 sq. yd.
Milling before paving at 2" depth	45,117 sq. yd.
MHI and FHI Base Repair 3" depth, width varies 25 mm	1,918 sq. yd.
MHI and FHI Base Repair 5" depth, width varies 25 mm	2,109 sq. yd.
MHI and FHI Base Repair 10" depth, width varies	9,709 sq. yd.
2A subbase at 5"	9,709 sq. yd.
MHI-400 Paving fabric	14,164 sq. yd.
FB Modified Bituminous Leaveling @ 130LB 5Y	6,799 sq. yd.
FB-3 Modified Bituminous Overlay @ 150LB 5Y	6,799 sq. yd.
Liquidated damages apply at the rate of \$555.00 per calendar day. Proposals must be upon the forms furnished by the Municipal Cooperative and may be obtained by calling 610-345-8100, or by emailing <a href="mailto:Kinsley@londongrove.org">Kinsley@londongrove.org</a> . Bids must be submitted in a sealed envelope clearly marked "Bids Paving & Surface Treatment". A performance bond or certified check in the amount of 100% of the contract shall be furnished by the successful bidder within 28 days after the contract is awarded. Member municipalities reserved the right to reject any or all proposals.	
Bids will be opened at the London Grove Township Public Works Building, 374 Rose Hill Rd, West Grove, Pa 19390 at 11:00 am on 05/14/2024.	
Bids may be delivered to the London Grove Township Building at 372 Rose Hill Road, West Grove PA 19390	
Shane Kinsley Municipal Cooperative of Southern Chester County DLN APR 25 May 2 11a	

Sworn to the subscribed before me this 5/2/24.

Maureen Schmid  
Notary Public, State of Pennsylvania  
Acting in County of Montgomery

Commonwealth of Pennsylvania - Notary Seal  
MAUREEN SCHMID, Notary Public  
Montgomery County  
My Commission Expires March 31, 2025  
Commission Number 1248132

**Advertisement Information**

Client Id: 884438      Ad Id: 2595325      PO:      Sales Person: 018303



PHILADELPHIA GROUP

**AFFIDAVIT OF PUBLICATION**  
390 Eagleview Boulevard • Exton, PA 19341

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**LONDON GROVE TOWNSHIP**

**Published in the following edition(s):**

Daily Local News, Daily Local News Digital  
04/25/24, 05/02/24

**BID NOTICE**

Sealed proposals will be received by the Municipal Cooperative of Southern Chester County, Pennsylvania at 372 Rose Hill Rd, West Grove PA 19390. Bids will be awarded on May 14, 2024 for the purchase of the below

LINE PAINTING	
Double Yellow Center Line	608,000 linear feet
4" White edge line	593,000 linear feet
8" White edge line	12,000 linear feet
24" Stop Bar in white thermo	230 linear feet
Turning Arrows in white paint	40
ONLY legend in white paint	30
Slow emblem in paint	3
YIELD Legend in paint	3
Cross Walk, Single White 6" Paint	1,500 linear feet
Type "C" Crosswalk - White Thermo	440 linear feet
24" Stop & Gore Bars	3,000 linear feet
Sharks Teeth in paint	18
HIGHWAY MATERIALS	
Various stone products - Pa DOT approved	12,555 tons
BLACK TOP	
Wearing Course/9.5mm Superpave PG-64-22	1,100 tons
Binder Course Superpave PG-64-19 mm	200 tons
BCBC, Superpave PG-64-22 25 mm	300 tons
PSP Cold Patch	100 tons

All amounts are based on a more or less quantity as per the need of each Municipality.

Proposals must be upon the forms furnished by the Municipal Cooperative and may be obtained by calling 610-345-0100, or by emailing skinsey@londongrove.org. Bids must be submitted in a sealed envelope plainly marked "Bids for Materials and Supplies 2024." The supplier will provide the awarding municipality with a performance bond in the amount of 50% of the contract, conditioned upon the faithful performance of the contract. Bids will be opened in the presence of the Board Members at 11:15 a.m. on May 24, 2024 at the London Grove Township Public Works Meeting Room. Bids may be delivered to the London Grove Township Building at 372 Rose Hill Road, West Grove PA 19390

Shane Kinsey  
Municipal Cooperative of Southern Chester County  
DLN April 25 May 2; 1a

Sworn to the subscribed before me this 5/2/24.

Maureen Schmid  
Notary Public, State of Pennsylvania  
Acting in County of Montgomery

Commonwealth of Pennsylvania - Notary Seal  
MAUREEN SCHMID, Notary Public  
Montgomery County  
My Commission Expires March 31, 2025  
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21st Century Media - Philly Cluster  
 PO Box 8003  
 Willoughby, OH 44096-8003



Address Service Requested

LONDON GROVE TOWNSHIP  
 372 ROSE HILL RD #100  
 WEST GROVE PA 19390

REMIT TO:

21st Century Media - Philly Cluster  
 PO Box 8003  
 Willoughby, OH 44096-8003

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TERMS OF PAYMENT	AMOUNT ENCLOSED	
Due Upon Receipt		

REMITTANCE PORTION ABOVE: DETACH AND RETURN ABOVE PORTION WITH YOUR PAYMENT

ADVERTISING INVOICE / STATEMENT

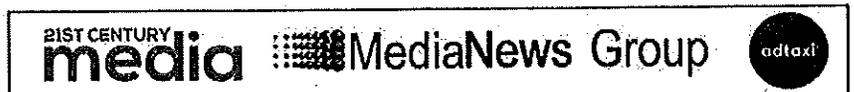
PREVIOUS BALANCE -442.60

DATE	DESCRIPTION	AD #	X's	UNITS / QTY / SIZE	RUN DATES	NET AMT
05/02/24	Daily Local News	2595325	4	636.00	4/25/2024 5/2/2024	
	Subtotal - BID NOTICE Sealed proposals wi					879.98
05/02/24	Daily Local News	2595322	4	400.00	4/25/2024 5/2/2024	
	Subtotal - BID NOTICE Sealed proposals wi					574.36

Bill  
 Co-op DAM

BILLING PERIOD	ACCOUNT#	AGING CURRENT	OVER 30 DAYS	OVER 60 DAYS	OVER 90 DAYS	OVER 120 DAYS	TOTAL AMT DUE
05/01/24 - 05/05/24	884438	\$1,454.34	\$0.00	\$0.00	(\$442.60)	\$0.00	\$1,011.74

To make a payment or for billing inquiries, please call 1-860-241-3050. We accept all major credit cards, ACH and electronic checks.





PROPOSAL AND CONTRACT ( WHEN EXECUTED ) INSTRUCTIONS ON PAGE 4

THIS PROPOSAL INCLUDES INSTRUCTIONS TO BIDDERS

A. DEPOSIT OF PROPOSALS.

All envelopes containing Bid proposals shall be clearly marked "Bid Proposal for letting of May 14, 2024 ." DATE

New Garden Township MUNICIPALITY (NAME & TYPE)

Kenny Reed Director of Public Works

Sealed Proposals will be received on or before 11:00 AM on the above Letting Date. TIME

299 Starr Road Landenberg, PA 19350 ADDRESS

Bids will be opened and read at approximately 11:00 AM , on the above Letting Date. TIME

PROPOSALS MUST BE MAILED OR OTHERWISE DELIVERED TO THE ABOVE ADDRESS.

- 1 The contractor proposes to furnish and deliver all materials ( including Form CS-4171, CERTIFICATE OF COMPLIANCE and/ or CS-4171B DAILY ASPHALT MIXTURE CERTIFICATION ) and to do and perform all work on the following project as more specifically set forth in the Schedule of Prices (Attachment), in accordance with drawings and specifications on file at New Garden Township as well as the supplements and special requirements contained herein and/ or attached hereto and current PennDOT Specifications (Publication 408), except (a) bidders need not be prequalified by PennDOT (Sec.102.01), and (b) Volumetric testing of asphalt paving materials is not required (Sec. 413).
2 If designated as the successful bidder, the contractor will begin work on the date specified in the notice to proceed, or as otherwise provided in the special requirements, and will complete all work within see Attachment 1-A calendar days.
3 Accompanying this proposal is a certified check or bid bond in the amount of 10% made payable to the municipality as a proposal guarantee which, it is understood, will be forfeited in case the contractor fails to comply with the requirements of the proposal.

B. PROPOSAL OF:

Martin Paving, Inc. 531 E. Division Hwy. Lititz, PA 17543

NAME / ADDRESS OF CONTRACTOR

CONTRACTORS CERTIFICATION

It is hereby certified as follows:

- 1 The only person interested in the proposal as principal (s) is (are): Martin Paving, Inc.
2 None of the above persons are employees of the municipality.
3 This proposal is made without collusion with any other person, firm or corporation.
4 All plans and specifications referred to above and the site of the work have been examined by the contractor. The contractor understands that the quantities indicated herein are approximate and are subject to change as may be required; and that all work is payable on the basis of the unit price listed on the Schedule of Prices. (Attachment 1).

- 5 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.
  
- 6 The contractor will provide the municipality with a performance bond, conditioned upon the faithful performance of the contract in accordance with the plans, specifications and conditions thereof, and a payment bond, conditioned on the prompt payment of all material furnished and labor supplied or performed in the prosecution of the work, in accordance with the Public Works Contractors' Bond Law of 1967; and an affidavit accepting the provisions of the Workmen's Compensation Act of 1915, as amended.

Martin Paving, Inc.

**CONTRACTOR**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
 TITLE: \_\_\_\_\_

WITNESSED OR ATTESTED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
 TITLE: \_\_\_\_\_

=====

**TO BE EXECUTED ONLY IN THE EVENT THE ABOVE PROPOSAL IS ACCEPTED**

=====

ACCEPTED ON : May 20, 2024  
 DATE

New Garden Township  
**MUNICIPALITY**

BY: \_\_\_\_\_  
 TITLE: Township Manager

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

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



ATTESTED BY: \_\_\_\_\_  
 TITLE: \_\_\_\_\_





**ANTI-COLLUSION AFFIDAVIT**



County Chester

Municipality New Garden Township

Project Number 2024

Fed. Project No. \_\_\_\_\_  
( If Applicable )

State of Pennsylvania

County of Lancaster

The undersigned deponent deposes and says that he is the President

of the Martin Paving, Inc. 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.

Martin Paving, Inc.  
(Contractor)

**BY**

\_\_\_\_\_

**Sworn to and subscribed before me the undersigned notary public this**

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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

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

## PREQUALIFICATION CERTIFICATE

<b>General</b>	
<b>Business Partner Id:</b> 003189	<b>Maximum Capacity:</b> \$75,322,050.00
<b>Status:</b> Qualified	<b>Performance Factor:</b> 10
<b>Federal ID Number:</b> 23-1938355	<b>Issued:</b> 04/04/2024
<b>Line Of Credit:</b> \$2,000,000.00	<b>Effective:</b> 04/04/2024
<b>Line Of Credit Expiration:</b> 04/01/2025	<b>Expiration:</b> 09/30/2025

In accordance with the Department regulations you are hereby notified of the performance factor, maximum capacity rating, and work classifications assigned to you. You are eligible to perform as a Prime Contractor.

Contractor					
Name	Address	City	State	Zip	Zip + 4
Martin Paving, Inc.	531 E. 28th Division Highway	Lititz	PA	17543	

Subsidiaries	
Name	FID
<i>No records found.</i>	

Work Class Codes			
Code	Group	Description	Type
C1	Earthwork	Other Excavation and Grading (Roadway Patches, Drainage, Structure Related, etc.)	R
C3	Incidental Construction	Geotextiles	R
E	Base Course	Flexible Base Course	R
F	Pavement	Bituminous Pavement	R
F1	Pavement	Bituminous Pavement Patching and Repair	R
F2	Pavement	Bituminous Joint and Crack Sealing	R
F3	Pavement	Milling, Rumble Strips, Scarification Bituminous or Concrete	R
F4	Pavement	Bituminous Surface Treatments, Seal Coats	R
G4	Pavement	Joint Rehabilitation, Sawing and Sealing Concrete or Bituminous	R
M2	Roadside	Silt Barrier Fence, Gabions, Erosion Control	R

You have been qualified as a General Highway Contractor to do work in the Commonwealth of Pennsylvania.

Signature	<b>VALIDATE AND ISSUED BY:</b> Matthew R. Weaver, P.E. for /s/ <hr/> PREQUALIFICATION OFFICER
-----------	--

**Comments**  
One or more Lines-of-Credit became effective

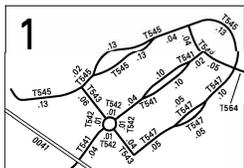
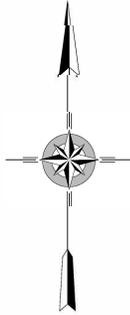
Audit Information			
Created By	Created On	Modified By	Modified On
LaToya Lewis/PennDOT	04/04/2024 10:28:34 AM	LaToya Lewis/PennDOT	04/04/2024 10:28:34 AM

You are currently logged in as Jordan C. Martin.

TOTAL MILES  
 Township Road System 60.85\*  
 State Highway System 24.88  
 Total 85.73

\* Includes ACT 32 Turnback Mileage of 0.40

Double App Tar/Chip  
 Quick Set Polymer Modified  
 Fog Seal



3:1

**LEGEND**

- LIMITED ACCESS HIGHWAY
- STATE ROUTE AND NUMBER
- STATE MAINTAINED BRIDGE ON TOWNSHIP ROAD
- TOWNSHIP ROAD, NUMBER AND SEGMENT LENGTH IN MILES
- IMPASSABLE TOWNSHIP ROAD
- TURNBACK TOWNSHIP ROAD
- OTHER ROAD
- RAILROAD (IN SERVICE)
- RAILROAD ABANDONED (TRACK RETAINED)
- STATE BOUNDARY
- COUNTY BOUNDARY
- TOWNSHIP BOUNDARY
- CITY OR BOROUGH BOUNDARY
- MUNICIPAL BUILDING
- SPLIT MILEAGE BETWEEN MUNICIPALITIES

COPIES OF THIS MAP ARE AVAILABLE AT NOMINAL COST CONTACT:

PENNSYLVANIA DEPARTMENT OF TRANSPORTATION  
 SALES STORE  
 P.O. BOX 340  
 HARRISBURG, PENNSYLVANIA 17105-3451  
 TELEPHONE: (717)787-6746

**NEW GARDEN  
 SECOND CLASS TOWNSHIP MAP  
 CHESTER COUNTY**

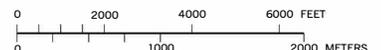
PREPARED BY THE  
 PENNSYLVANIA DEPARTMENT OF TRANSPORTATION  
 BUREAU OF PLANNING AND RESEARCH  
 GEOGRAPHIC INFORMATION DIVISION

IN COOPERATION WITH THE  
 U.S. DEPARTMENT OF TRANSPORTATION  
 FEDERAL HIGHWAY ADMINISTRATION

MUNICIPAL CODE 15 225

THIS MAP IS PUBLISHED AS A SUPPLEMENTAL  
 DOCUMENTATION OF LIQUID FUELS TAX FUND MILEAGES  
 REVISED PER FORM 990 DATED 12-31-14

SCALE



- 309 WATSON WILL RD
- 311 SOUTHWOOD RD
- 319 LAUREL HEIGHTS RD
- 321 EGYPT RUN RD
- 323 AUBURN RD
- 327 NEW GARDEN RD
- 333 BUCKLE RD
- 337 HILLENDALE RD
- 339 CHURCH ST
- 341 MAIN ST
- 343 CENTER ST
- 345 PEMBERTON RD
- 353 LINE RD
- 386 PENN GREEN RD
- 390 WALNUT RUN RD
- 394 BROAD RUN RD
- 402 THOMPSON RD
- 406 SCARLETT RD
- 407 SHEEHAN RD
- 408 KAOLIN RD
- 410 BUTTWOOD RD
- 411 SANITILLI RD
- 414 HETHERLY LA
- 415 WEST WOODS LA
- 416 EAST WOODS LA
- 437 MILL RD
- 433 ROCKY SPRING RD
- 434 OLD LIMESTONE RD
- 436 CEDAR SPRINGS RD
- 437 POLO RD
- 438 CHAMBERS RD
- 439 SHARP RD
- 440 COOPER RD
- 441 STARR RD
- 442 ELLICOTT RD
- 443 EMART RD
- 444 WILLOW ST
- 445 REESE CT
- 446 PINE ST
- 447 UNION ST
- 448 LAUREL BRIDGE RD
- 449 MERCER WILL RD
- 450 SAW MILL RD
- 452 EDEN RD
- 453 WEST EDEN RD
- 454 BANCROFT RD
- 456 SKYLINE RD
- 457 KILMORRICH STATION RD
- 458 QUARTZ WILL RD
- 459 TIMBER WILL LA
- 460 WHITE CLAY DR
- 461 BRIARWOOD CT
- 462 DELPA DR
- 463 WILKINSON DR
- 464 EVANS DR
- 465 COLUMBINE RD
- 466 TRILLIUM DR
- 467 THISTLE DOWN RD
- 468 PELHAM DR
- 469 STIRRUP CT
- 470 SADDLE CT
- 471 WOODLETON LA
- 472 SHORTEGGE CT
- 473 HEALY PL
- 474 HOOPES DR
- 475 MCCORMICK DR
- 476 ORIE DR
- 477 BEESON CT
- 478 EDWARD DR
- 479 CAITLYN CT
- 480 JASON CT
- 481 DANIEL DR
- 482 SHERWOOD DR
- 483 LITTLE JOHN CIR
- 484 REYNOLDS RD
- 485 CHANDLER DR
- 486 BARLEY CT
- 487 ALTEMUS DR
- 488 SALASIN DR
- 489 RONWAY DR
- 490 DELAWARE CIR
- 491 BEVAN BLVD
- 492 CRESTVIEW DR
- 493 BRIGHTON CIR
- 494 GLENFIELD LA
- 495 HILLSIDE LA
- 496 HAWTHORNE LA
- 498 HIGHLAND CT
- 499 APPLETON CT
- 500 KELLICHER DR
- 501 CAROT CT
- 502 CAMBRIDGE RD
- 503 CHAINGATE CIR
- 504 SPRINGMEADOW TN
- 505 HARRINGTON CT
- 506 NORTH SHORE LA
- 507 LAKE SHORE LA
- 508 WEST SHORE CT
- 509 HAMILTON RD
- 510 SAINT DAVIDS CT
- 511 QUEENS CT
- 512 WOODS RD
- 513 LANGTON HILL RD
- 514 WOODS RD
- 515 PORT ROYAL CT
- 516 ROSEMOUNT DR
- 517 SAINT GEORGES LN
- 518 WHITNEY CT
- 519 BUREN VISTA DR
- 520 SARAH DR
- 521 DANCING DR
- 522 EDGEWOOD DR
- 523 FERNWOOD DR
- 524 GARDEN DR
- 525 PARRISH CT
- 526 RED CLAY CT
- 527 SUNRISE DR
- 528 HARTFIELD DR
- 529 SAINT ANDREWS DR
- 530 INTERLACHEN CT
- 531 PORTNICAM CT
- 532 CYPRESS POINT DR
- 533 HENRIEL DR
- 534 STRAWBERRY LA
- 535 CLAY CT
- 536 CLAY RIDGE DR
- 537 RICHARDS WAY
- 538 SANDY CT
- 539 CEZANNE CT
- 540 LAVENDERHILL LA
- 541 BRITANNY DR
- 542 BRITANNY CIR
- 543 HENLEY DR
- 545 CARLISLE DR
- 546 LOST DR
- 547 LONGO DR
- 548 TURNBERRY DR
- 549 MURFIELD CT
- 550 SHINNECOCK HILL RD
- 551 BIRDALE CIR
- 552 PORTWADOCK DR
- 553 FIVE FARMS CIR
- 554 SANDWICH LA
- 555 KITTANSET CT
- 556 WINNANDA CIR
- 557 PINE VALLEY DR
- 558 WYLAKE CT
- 559 HARROGATE DR
- 560 EAGLE WAY
- 561 CANDLEWYCK DR
- 562 HARVEST LA
- 563 HONEY LOCUST DR
- 564 BERWICK DR
- 566 REGENCY CT
- 568 CARISBROCK CT
- 567 PATRICK LA
- 568 PEMBERTON VALLEY DR

# Township Performance Update

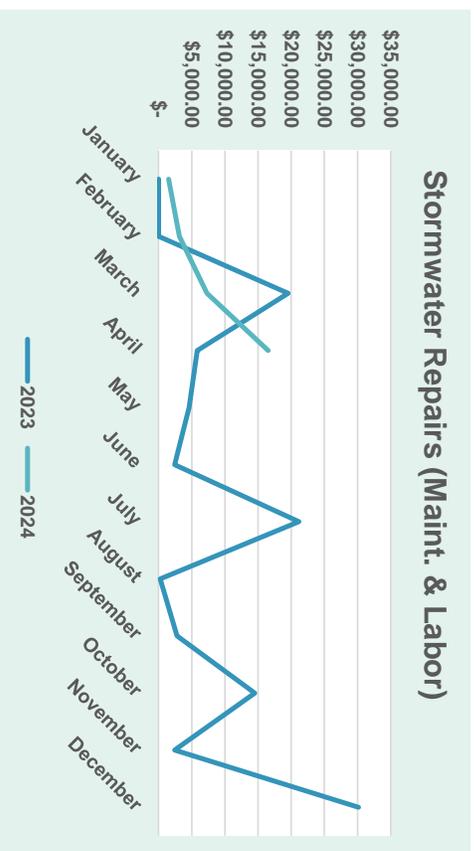
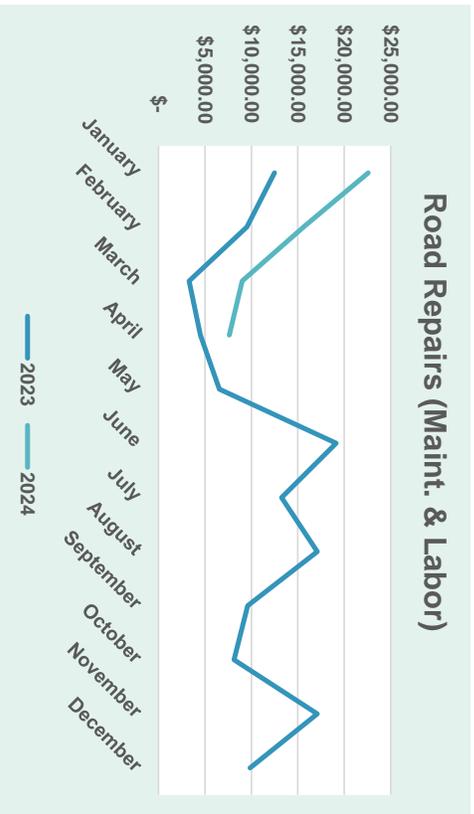
May 20, 2024



# Public Works



# Public Works



	Total 2023	YTD 2024	% YoY
Roads	\$130,515.14	\$54,863.58	42.0%
Stormwater	\$103,686.78	\$28,453.83	27.4%
<b>Total</b>	<b>\$234,201.92</b>	<b>\$83,317.41</b>	<b>35.6%</b>

## Public Works Highlights

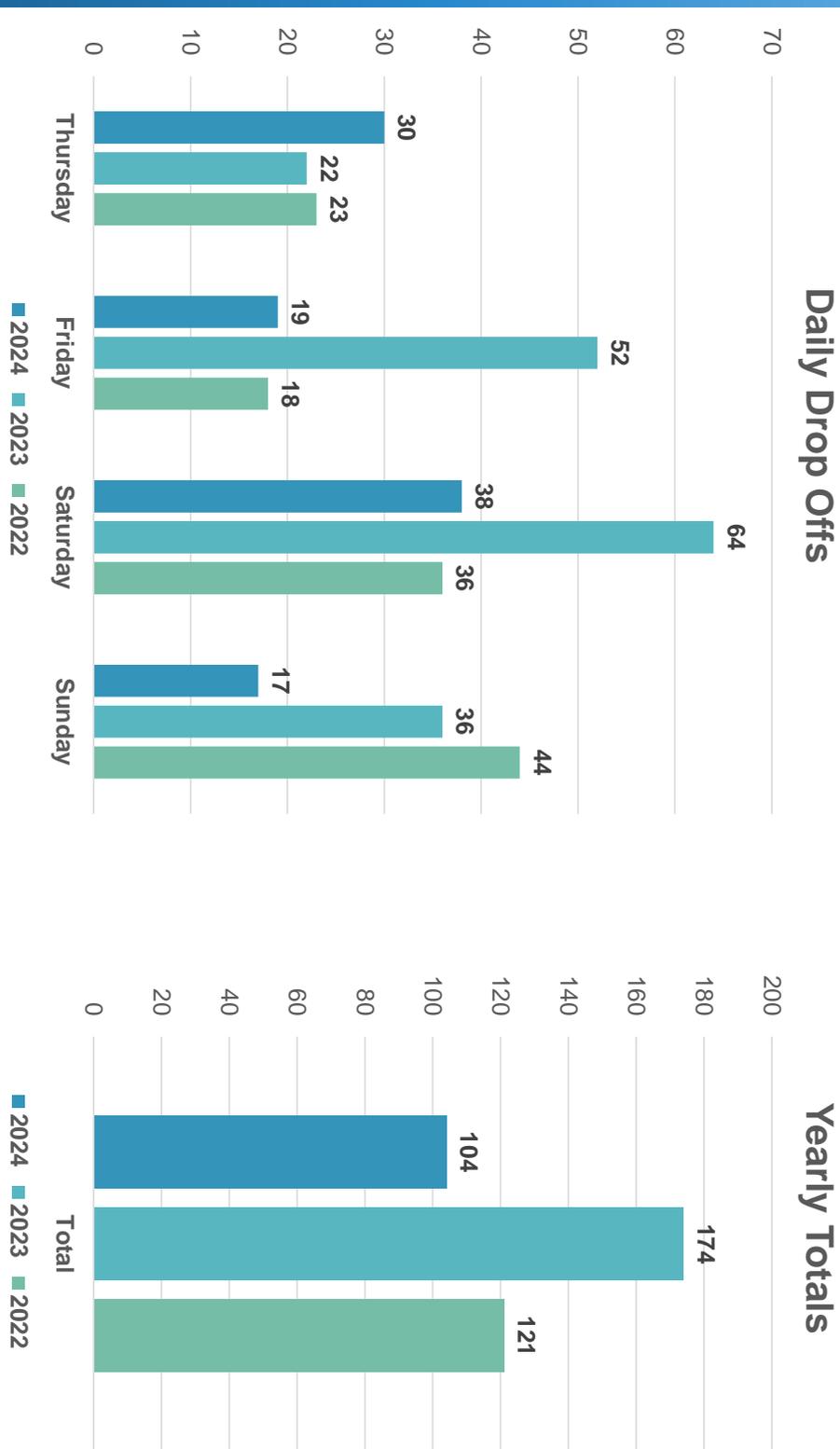
- +3.0 FTE in FY24 – Added capacity for repairs & labor
- Adding Pemberton Rd to FY24
  - Plan to start/finish Hillendale in FY25-26
- Assess Stormwater capital needs in FY24
  - Adjust 5 Year CIP to focus on Stormwater liabilities



# Public Works – Spring Cleanup



4

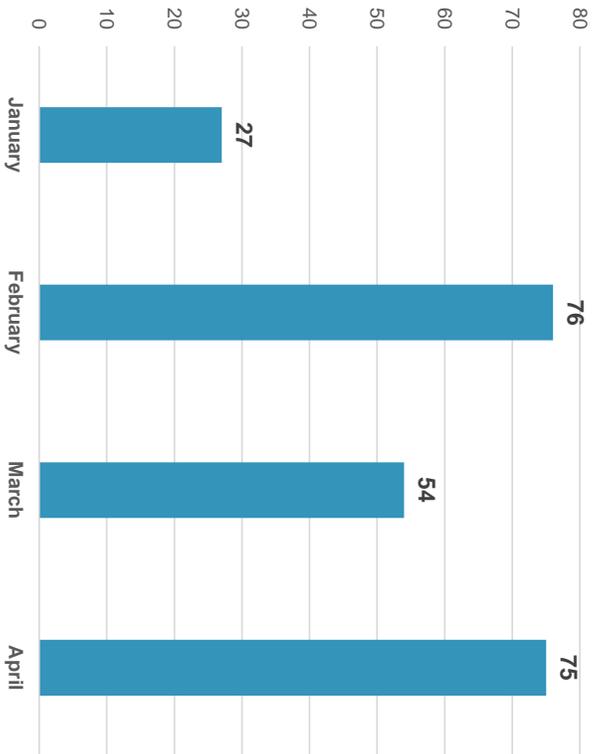


# Community Development

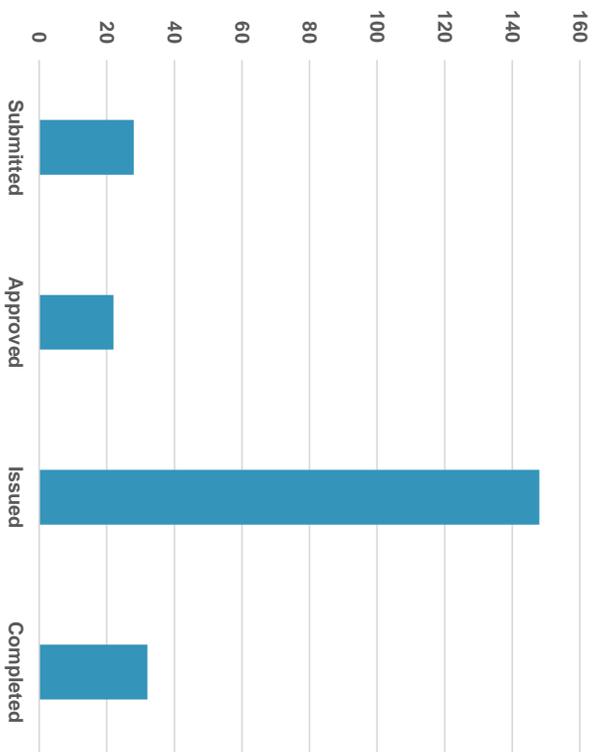


# Community Development

FY24 YTD – Permit Applications



Status of Permits

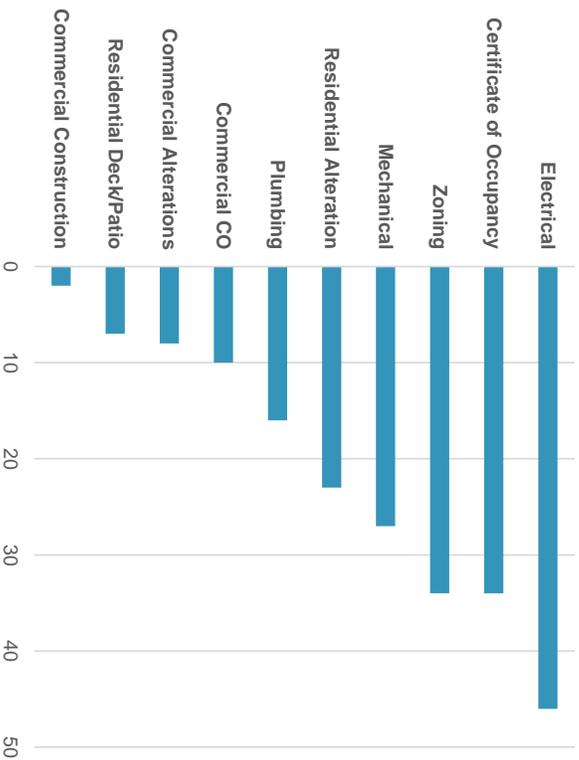


**YTD – 232 Permits**

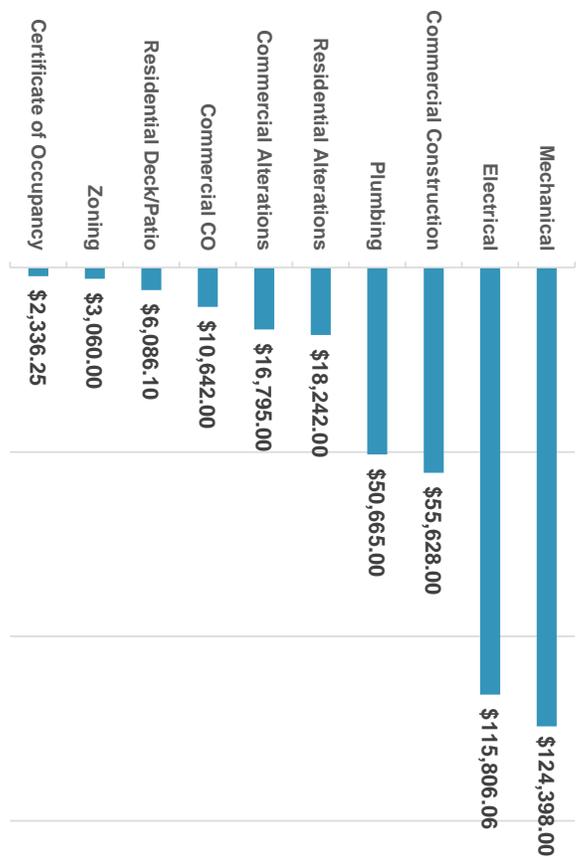


# Community Development

# of Permits by Type - Top 10



Fees by Permit Type - Top 10



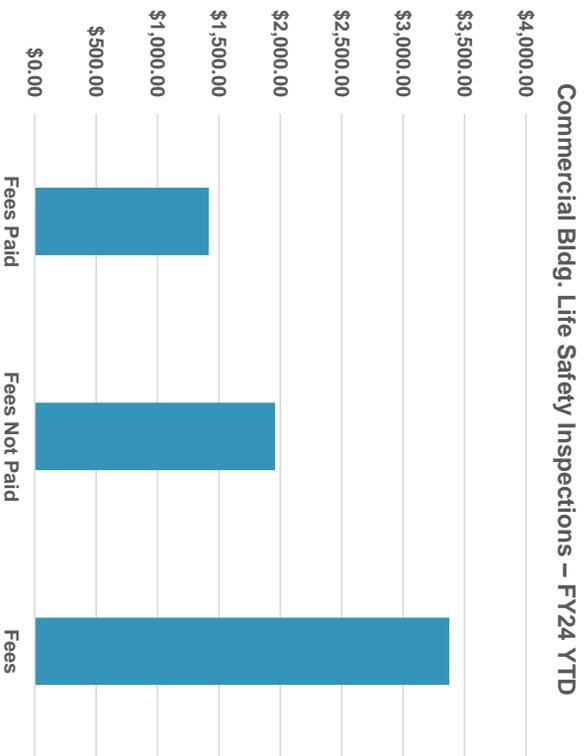
**YTD – 232 Permits**

**YTD – \$408,778.06**

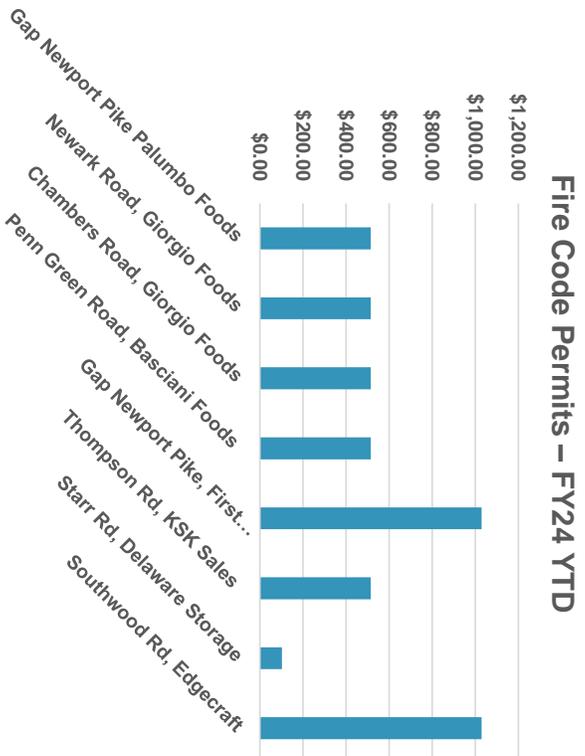
\*KCSD School Project - \$324,330.50



# Community Development



## 51 - Inspections



**Total Fees - \$4,738.00**



# Community Development

Code Enforcement Program - FY24 YTD					
	Notice of Violation	Warning Notices	Enforcement Notices	Citations	Complaints
January	6	2	0	0	18
February	6	2	0	0	18
March	2	3	0	0	12
April	7	0	0	2	19
<b>Total</b>	<b>21</b>	<b>7</b>	<b>0</b>	<b>2</b>	<b>67</b>
Active	3	0	0	2	7
% Open	14.3%	0.0%	0.0%	100.0%	10.4%

Rental Inspection Program - FY24 YTD			
	Registered	Paid Inspections	Passed Failed
<b>Total</b>	<b>152</b>	<b>152</b>	<b>19 19</b>

## Community Development Highlights

- +1.0 FTE in FY24 – Added capacity for Code Enforcement & Zoning Reviews
- Effective enforcement as of 1 January 2024
  - 2018 Internation Fire Code (Commercial Bldg inspections)
  - Rental Ordinance (Residential inspections)
- Continue improving operational capacity – Fleet vehicle support, software improvements, reporting, payments



# Parks & Open Space



# Parks & Open Space

## **New Garden Park**

- CICO – ordinance approved, trash can removal to begin week of May 13
- Quonset Hut & Bridge Improvement projects in progress

## **Smedley Preserve (Loch Nairn)**

- Master Plan – Adopted
  - Grant strategy – In progress
- Stormwater BMP – RES – \$415K ARPA Funded
  - Preapplication meeting / DEP – Complete
  - Anticipated project start – Fall 2024 to Early Spring 2025

## **New Garden Hills (St. Anthony's)**

- Revised Master Plan – In progress
  - Incorporating Aug 2023 Town Hall feedback
- Phase II DCED grant extension and scope change submitted
  - Focus on Rt 7 (Limestone Rd) line of sight improvements
- Stormwater BMP – RES – \$390K Cost share (Multi-municipalities)
  - Site prep / surveying complete
  - Anticipated project start – TBD

## **Upcoming Events**

- Rhythm & Brew – May 28, 6-8p, NGP
- Family Fun Night – June 4, 6-8p, NGP

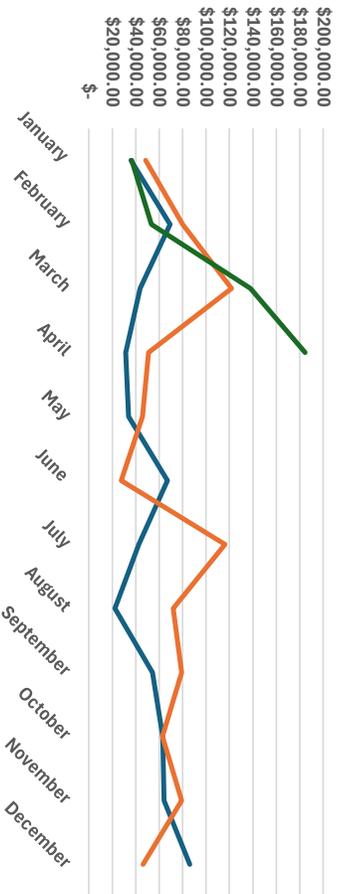
# Airport



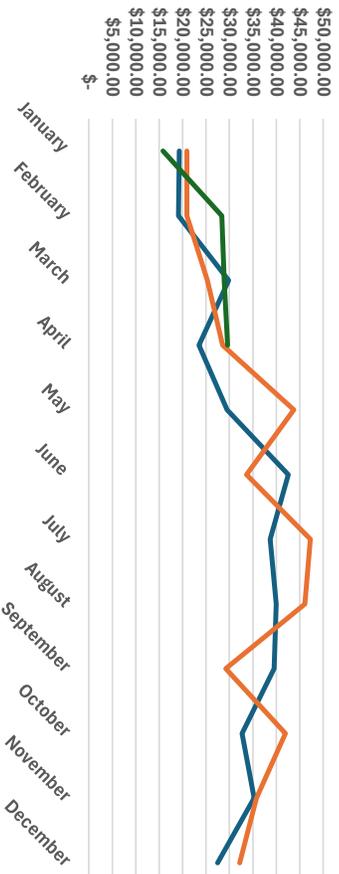


# New Garden Flying Field (N57)

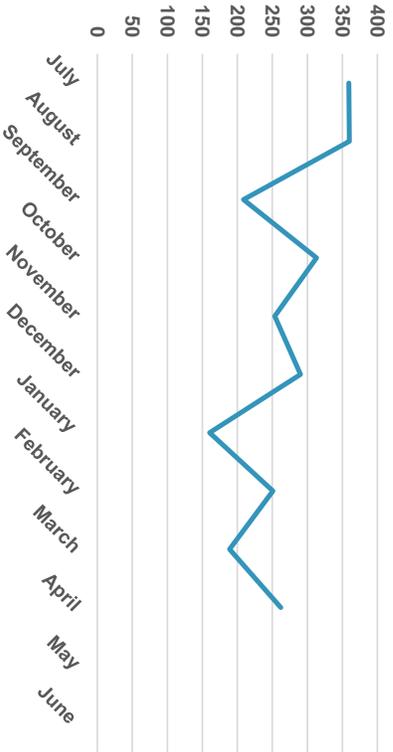
Maintenance Shop Revenue (FY22-24)



Fuel Sales Revenue (FY22-24)



Aircraft Flight Totals (FY23-24)



GARMIN Sales Revenue  
(\$100K Annual Sales Performance Agreement)

January	\$ 123,836.62
February	\$ 11,273.91
March	\$ 15,118.00
<b>YTD Total</b>	<b>\$ 150,228.53</b>



# New Garden Flying Field (N57)

## BIL Terminal Project

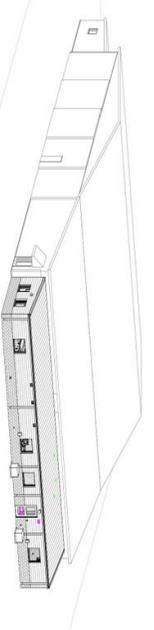
- Terminal extension project
- ADA Bathrooms
- Mechanical room
- Transient pilot lounge
- Additional office space
- Total Cost \$1,037,841.00
  - Grant Funding - \$890,202 (BIL Funds FY22-24 + State Share)
  - Local Share - \$147,639 (ARPA)
  - Airport Share - \$106,639
  - Non-covered HVAC costs - \$41,000

## Terminal Project Update Photos (5/1/2024)

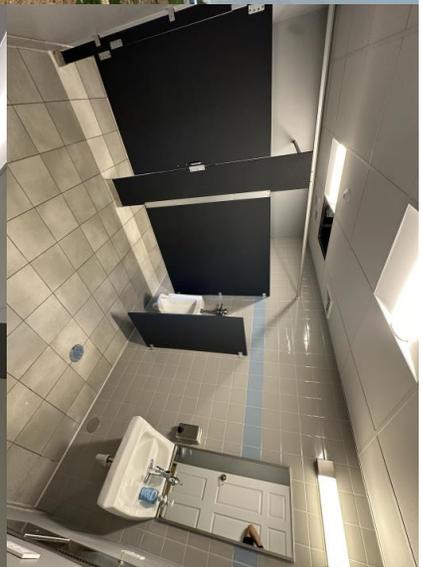
### CONSTRUCT TERMINAL BUILDING AT THE NEW GARDEN AIRPORT

NEW GARDEN AIRPORT (N57)  
1235 NEWMARK ROAD  
TOUGHKENAMON, PA 19374

FROM  
NEW GARDEN TOWNSHIP  
289 STAR ROAD  
LADENBURG, PA 19350



NO. 1	TERMINAL EXTENSION PROJECT	1,037,841.00
NO. 2	ADA BATHROOMS	147,639.00
NO. 3	MECHANICAL ROOM	106,639.00
NO. 4	TRANSIENT PILOT LOUNGE	890,202.00
NO. 5	ADDITIONAL OFFICE SPACE	41,000.00
<b>TOTAL COST</b>		<b>1,037,841.00</b>
GRANT FUNDING		890,202.00
LOCAL SHARE		147,639.00
AIRPORT SHARE		106,639.00
NON-COVERED HVAC COSTS		41,000.00



# New Garden Flying Field (N57)

## New Garden Flying Field 2024 Air Show

- Tuesday June 25<sup>th</sup> (2-10 PM)
- Rain Date – June 26<sup>th</sup>

## Future Aviators Summer Camp

- July 8-12
  - Current registration - 110
- August 5-9
  - Current registration – 137 (**Now Closed**)

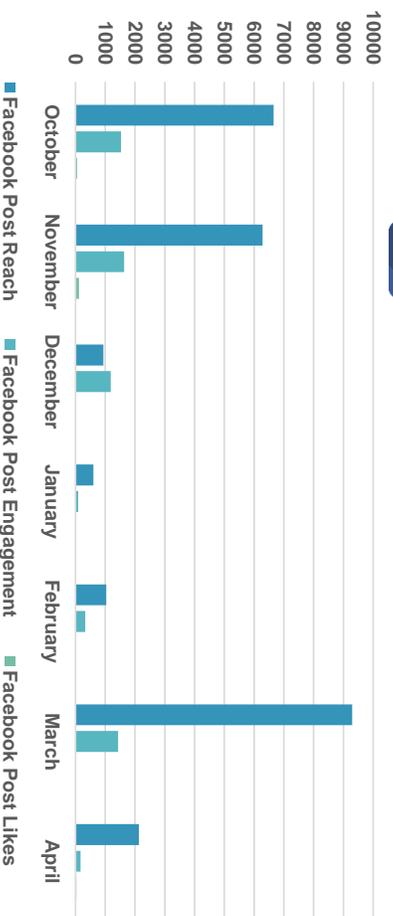


# Administration

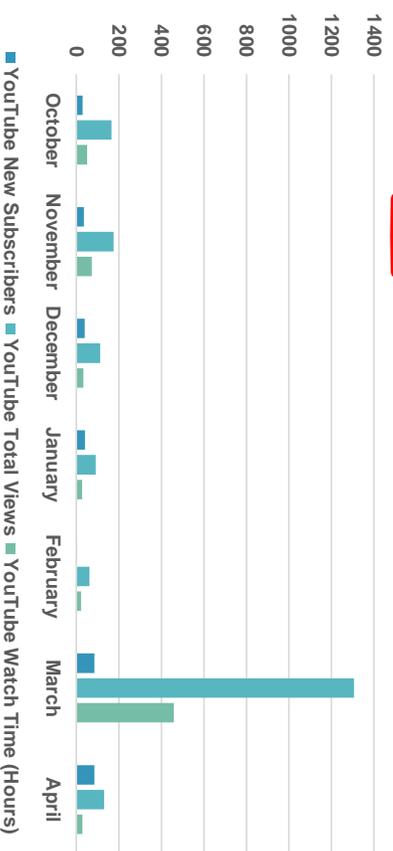


# Administration - Communications

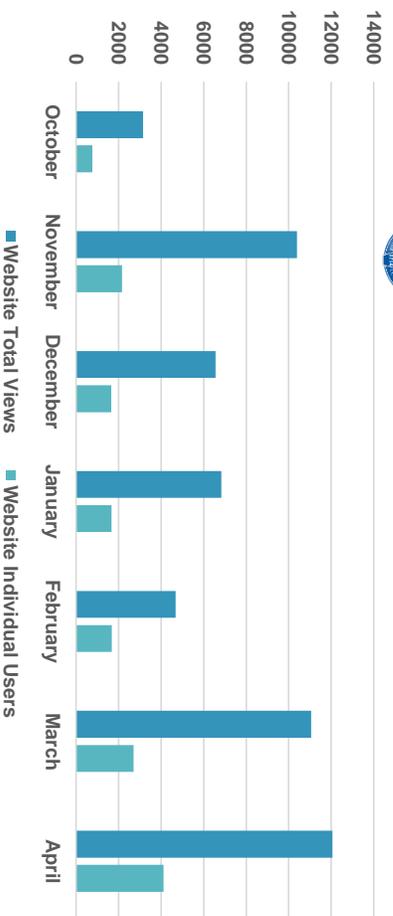
**Facebook Engagement**



**YouTube Engagement**



**Website Engagement**

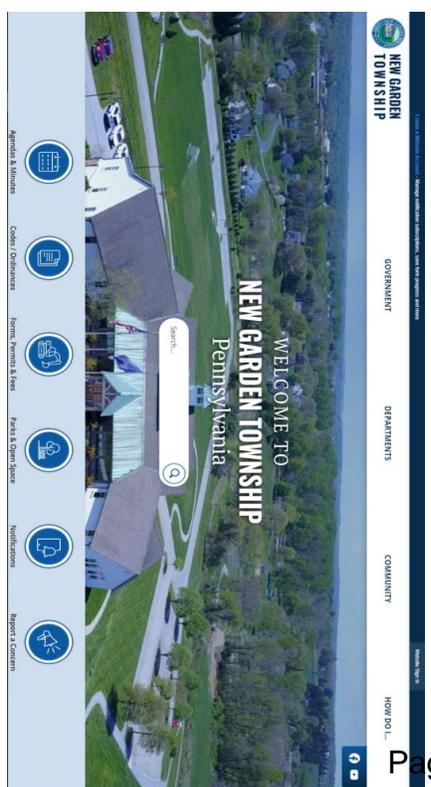
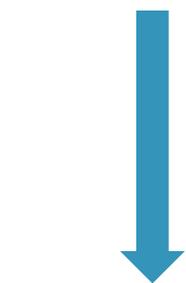


## Communications Highlights

- New Website – January '24
- New Mass Comms program – May '24
  - Bi-weekly distribution
  - Township Updates (events, projects, etc.)
  - Regional spotlights (businesses, programs, etc.)
- Updated New Resident Guide ([LINK](#))
  - English & Spanish

# Administration - Communications

- **Old to New**
- More content
- More frequent
- More detail
- Digital friendly



# Administration – Other

## **Finance & HR/Benefits**

- FY23 Annual Audit in progress
- Annual ARPA Reporting
- P Card implementation complete
- Budget software implementation (ClearGov)
  - Improve internal budget processes
  - Improve budget transparency (Budget Book & Performance Portal)
- Biometric Wellness Day Screening
- Benefits Fair (Summer TBD)

## **Grants**

### Zoning Project

- Vision Partnership Program (CCPC Landscapes3)
  - Awarded \$50K (50% of Zoning Ordinance project)

### Smedley Preserve

- ARLE Grant (PennDOT) – Smedley Phase I – Pedestrian Crossing
  - Request for \$360K (no match)
- Greenway & Trails Program (DCED) – Smedley Phase I – Safety & Access
  - Request for \$250K (15% match)
- LSA Statewide (Smedley – Remaining Phase 2 & 3 (Non green infrastructure)
  - Request for \$1M (No match)
  - Total remaining cost of project (Non green infrastructure) if 100% grant approved – \$1.5M (+\$1.3M for green infrastructure)

# Questions?

