

Memo

East Goshen Township

Voice 610-692-7171

E-mail rsmith@eastgoshen.org

Date: November 5, 2018

To: Prospective Bidders

From: Rick Smith, Township Manager

Re: Roadside Litter Collection

December 3, 2018 - The Board of Supervisors of East Goshen Township, Chester County, Pennsylvania is soliciting bids for the collection of roadside litter in the Township.

One copy of the proposal form and other documentation must be submitted to the Township Manager, East Goshen Township, 1580 Paoli Pike, West Chester, PA 19380, by no later than 10:00 AM on December 3, 2018 at which time the bids will be opened and read aloud.

All bids must be accompanied by a bid bond or certified check, in the amount of ten percent (10%) of the bid. A bidder may not withdraw his bid for a period of ninety (90) days after the bid opening.

Questions regarding this bid should be directed to the undersigned at rsmith@eastgoshen.org or (610) 692-7171.

The Board of Supervisors of East Goshen Township reserves the right to waive technicalities, to reject any or all bids or items herein and to make the award that is in the best interests of the Township.

Louis F. Smith, Jr.
Township Manager

Please publish Wednesday November 14th, and Wednesday November 21st, 2018.

**EAST GOSHEN TOWNSHIP
ROADSIDE LITTER COLLECTION**

INSTRUCTIONS TO BIDDERS

NOVEMBER 5, 2018

1. **SCOPE OF WORK SUMMARY:** The work to be performed shall consist of the collection of roadside litter as herein defined from the public road rights of way within the boundary of the Township of East Goshen Township, Chester County, Pennsylvania (hereinafter referred to as "Township").

2. **DEFINITIONS:**

Roadside Litter: Includes all refuse and discarded material; generally referred to as "litter" accumulated, visible or discoverable within the public road right of way (generally a minimum of 25 feet from the centerline of the road). Examples of roadside litter including but not limited to are : glass and plastic bottles/containers, paper and cardboard of any type; aluminum and all metal type cans/containers; milled wood materials and construction/building debris, tires, and automotive parts.

Contractor: The person, partnership, company, firm or corporation that is awarded the contract for collection of roadside litter in East Goshen Township.

Township: East Goshen Township, Chester County, a Township of the Second Class located within the Commonwealth of Pennsylvania.

3. **EXAMINATION OF TOWNSHIP:** Bidders shall inspect the Township so that they can make their own judgment concerning all circumstances affecting the cost of service in question and the nature of the work to be performed. Bidders shall assume all risks, whether or not patent, latent, known, hidden, or foreseeable.

4. **SPECIFICATIONS AND DOCUMENTS:** Bidders are advised to examine carefully the specifications and all documents describing the proposed work and to make their own independent judgment with respect to the circumstances affecting the cost of work and the performance required by said documents.

5. **CONTRACTOR'S SCOPE OF WORK:** The Contractor shall collect roadside litter as herein defined from the public road rights of ways within the boundary of the Township on various roads as determined by the Township. The collection of roadside litter shall be done for an eight (8) hour period, generally between the hours of 7:00 am to 5:00 pm, on selected days as determined by the Township.

The Contractor shall abide by all traffic regulations while collecting the roadside litter. The method shall include one (1) vehicle equipped with proper safety lights, a licensed driver,

and a litter collection worker staged and walking in front of the vehicle and collecting on one side of the road.

The Contractor shall provide and erect portable Litter Crew Ahead signs (W21-18) (36" x 36") (a minimum of two are required) to notify traffic approaching from both directions of the roadside litter collection.

The roadside litter collected shall be placed in plastic bags and deposited in the dumpster at the Township building.

6. CONTRACTOR DEFAULT AND TERMINATION OF CONTRACT

A. Contractor Default and Notice: The following shall constitute an event of default ("Event of Default):

1. The failure of the Contractor to collect roadside litter on two (2) or more scheduled days.

B. Township's Remedies upon Event of Default: In the Event of Default, the Township may exercise any one or more of the following remedies:

1. Terminate the Contract by providing written notice to Contractor; and/or
2. Notifying the Contractor's surety and collecting on the performance bond that Contractor has posted with the Township; and/or
3. File an action in law against the Contractor seeking the payment of all damages sustained by the Township as a result of Contractor's default; and/or
4. File an action in equity against Contractor seeking specific performance of the Contractor's obligations under this Contract.

The Township shall, in addition, have such other legal remedies for the collection of such obligations as are now, or may hereafter be provided by law. All remedies of the Township shall be cumulative and not exclusive and are enforceable in the Township's discretion alternatively, successively, or concurrently on any one or more occasions and in any order the Township may determine.

C. Force majeure: It is hereby stipulated and agreed that in the event of a labor stoppage; labor strike, lockout; destruction of or damage to the Contractor's equipment caused by Acts of God; fires; explosions or other matters beyond the reasonable control of the Contractor; restraints of government; lawful orders of the court, administrative agencies or governmental officers; suspension, termination or interruption of governmental licenses or permits; changes in laws, regulations, or ordinances; the Contractor shall not be considered in default or breach of the Contract by reasons thereof, provided, however, that the Township's cost of performing the work specified in the Contract during such period shall be charged to and reimbursed by the Contractor as in the case of default by the Contractor.

7. BIDDERS' QUALIFICATIONS AND EXPERIENCE: Bidders submitting proposals must have previous experience in the collection of roadside litter. **Bidders shall submit a list of locations in Pennsylvania where the bidder is under contract to collect roadside litter with references for listed locations. References to include the name of the municipality and the name, address and telephone number of the contact person.**

8. CONDUCT OF EMPLOYEES: The Contractor shall be held responsible for the conduct and deportment of the Contractor's employees during the performance of their work. Said employees shall not use loud, abusive, profane or lewd language in their dealings with the public, nor shall they use loud, abusive, profane or lewd language amongst themselves during the performance of their work. Further, said employees shall conduct their work as quietly as possible with a minimum of interference to pedestrian and vehicular passageway through the Township.

9. TERM OF CONTRACT: The term of the contract shall be for a period of one (1) year commencing on January 1, 2019 and ending on December 31, 2019, with the Township having the option to renew the contract for two (2) additional one (1) year periods, which option shall be exercised by the Township no later than thirty (30) days before the expiration date(s) of the contract.

If the contract is extended the cost for the roadside litter collections will be increased by a percentage equal to the Consumer Price Index US City Average for all Urban Consumers for the twelve month period ending in October of 2019 and 2020 as applicable.

10. ASSIGNMENT: It is understood and agreed by the Contractor that, during the performance of its duties under this contract, it will not assign its contractual rights or its duties and obligations arising hereunder, to any third person without the prior written approval of the Township being first had and obtained, which approval the Township shall be under no obligation to give, it being at all times understood that the Contractor is not acting as an agent or a subsidiary of any other entity.

11. INSPECTION: The Township or any authorized representative thereof may inspect the collection process employed by the successful Contractor under the contract and may require the correction of any improper or deficient performance of the contract.

12. WORKMEN'S COMPENSATION INSURANCE: The Contractor during the term of this contract shall carry workmen's compensation insurance, insuring and covering any and all persons employed by him in the performance of this contract, and before starting work on the contract, shall annually file a certificate from the insurance company certifying the issuance of such company's insurance policy and the payment of the premium thereof with the Township. **An affidavit accepting the provisions of the Pennsylvania Workmen's Compensation Act of 1915 shall be submitted with each proposal.**

13. LIABILITY INSURANCE: The Contractor shall maintain, during the term of this contract at its sole expense, the following minimum liability insurance coverage:

A. General public liability insurance (non-automotive) for bodily injury and property

damage in the amount of \$500,000.00 per occurrence but with the aggregate limit of \$1,000,000.00.

B. Automotive liability insurance for bodily injury and property damage in the amount of \$500,000.00.

C. Umbrella excess liability insurance coverage in the amount of \$1,000,000.00.

The aforesaid policies of insurance and others that may be necessary to comply herewith shall be maintained in the amount set forth above and shall, inter alia, **NAME THE TOWNSHIP AS AN ADDITIONAL NAMED INSURED** and be designed to protect the Township from any and all claims for damage of any kind or any nature whatsoever, including but not limited to wrongful death, which may arise from the obligation of the Contractor in the performance of this contract, whether such obligation be controlled by the Contractor himself or by someone either directly or indirectly employed by him for the purpose of accomplishing some obligation incumbent upon the Contractor by the terms of this contract and shall otherwise indemnify and hold the Township harmless from any and all manner of claims, lawsuits, judgment, damages and executions and shall provide, at the insurer's expense, all necessary legal aid, counsel and representation.

All insurance policies maintained hereunder shall be issued by an insurance carrier licensed and authorized to do business within the Commonwealth of Pennsylvania and shall be obtained and properly endorsed in favor of the Township before the execution of the contract hereunder. Said policy shall remain in full force and effect until the expiration of the term of this contract or any extensions or until completion of all duties to be performed hereunder by the Contractor, whichever shall occur later. The Contractor shall provide the Township the original policies of insurance herein referred to or true copies thereof, prior to commencing work under this contract.

Evidence of said insurance shall be submitted to the Township within fourteen (14) days after notification of the award of contract.

D. Cancellation of Insurance: Each and every policy of insurance maintained in accordance with the terms of these specifications or the contracts entered hereunder, shall carry with it an endorsement to the effect that the insurance carrier will convey to the Township, by certified mail, return receipt requested, written notice of any modification, alterations or cancellations of any policy or policies or the terms thereof; and said written notice must be received by the Township, at least ten (10) days prior to the effective date of any such modification, alteration or cancellation. If such modifications, alterations or cancellations shall cause the insurance coverage required hereunder to fail to meet the minimum requirement set forth herein, the Contractor shall be deemed to be in default and the Township shall terminate this agreement as of the effective date of said change in insurance coverage and the surety on the performance bond shall be held responsible by the Township for any loss arising as a result thereof.

It shall be the responsibility of the Contractor in obtaining the aforesaid insurance

coverage to obtain policies which shall protect the Township from any and all claims whatsoever in nature regardless of the source of said claim and regardless of whether the same are directed toward the recovery of damages for personal injury, property damage or any other claim of damage which may be incident to the same.

E. GOVERNMENTAL IMMUNITY WAIVER: All policies of insurance required pursuant to these specifications or the contract(s) entered into therein under, shall waive any governmental immunity, if any, of the Township and shall extend to and include all direct and indirect agents and employees of the Contractors and shall include policies of liability insurance on all vehicles and equipment utilized or in any way connected with the service to be rendered by the Contractor pursuant to the terms of this contract.

14. HOLD HARMLESS PROVISION: The Contractor will indemnify and save harmless the Township and all its officers, agents and employees from any actions, liabilities or claims resulting from the performance of the contract or the failure to perform the contract.

15. BONDS:

A. Bid Bond: **A bid bond or a certified check in the amount of 10% of the bid amount shall be submitted with each proposal.** Bid bonds shall be on the form provided and shall be duly executed by the bidder as principal and the surety company. The surety company must be authorized to do business in the Commonwealth of Pennsylvania and the Bid Bond must be accompanied by a Power of Attorney nominating, constituting and appointing the person whose signature appears on said bid bond as the true and lawful agent of the surety to execute all bonds and the consent on its behalf.

Any certified check that is received by the Township in lieu of a Bid Bond will be returned upon execution of the agreement.

In the event any bidder shall, upon award of the contract to him, fail to execute the agreement or comply with the requirements of these specifications, the full amount of the Bid Bond or certified check shall be forfeited to the Township as liquidated damages (not a penalty).

B. Performance Bond The successful bidder will be required to obtain and post a performance bond in the amount of 100% of the amount of the contract award, which shall be calculated in accordance with Section 17 Bid Award hereof. The performance bond shall be submitted within fourteen (14) days after notification of the award of the contract. **The performance bond shall be on the form provided.**

16. SCHEDULE OF PAYMENTS: The Township shall pay the Contractor monthly, for the collection of roadside litter completed in accordance with these specifications.

The Contractor shall be paid based on the actual number of roadside litter collections that were completed during the preceding month.

17. **BID AWARD:** The Township will determine the low bidder by calculating the Total Cost for 2019 as listed on the Bid Form.

If the total cost on any proposal is found to be computed incorrectly, the Township reserves the right to make such changes as are necessary in the extended amounts and total cost on the basis of the unit prices given and the quantities stated for the scheduled items therein.

The Township estimates that there will be twelve (12) collection events in the year and the bid award and bonds are based on twelve (12) collections. However, the Contractor the actual number of collections may vary from this estimate.

The Board of Supervisors of East Goshen Township reserves the right to waive technicalities, to reject any or all bids or items herein and to make the award that is in the best interests of the Township.

19. **ADDENDA:** Any revision or interpretation of the bid specifications prior to the bid opening will be in the form of an addendum that will be posted on the East Goshen Township web page www.eastgoshen.org. See “Public Bid Notices and RFPs” under the “General Info” tab. Bidders shall acknowledge receipt of addenda on the bid form.

20. **Drug and Alcohol Testing Program:** The Omnibus Transportation Employee Testing Act of 1991 requires drug and alcohol testing for safety-sensitive employees in the aviation, motor carrier and mass transit industries, and required the U.S. Department of Transportation to promulgate rules mandating and regulating anti-drug and alcohol misuse prevention programs.

In addition to the above all employees who participate in the roadside litter collection, shall participate in a drug testing program.

An affidavit confirming he above shall be submitted with each proposal.

EAST GOSHEN TOWNSHIP ROADSIDE LITTER COLLECTION PROPOSAL FORM

(Please print or type):

Date _____

Firm Name _____

Address _____

Contact Person _____

Telephone _____

E-Mail _____

This proposal is submitted in accordance with the advertisement inviting bids to be received by East Goshen Township at the Township Building, 1580 Paoli Pike, West Chester, PA, 19380, for the collection of roadside litter.

After examining all parts of this project for supplying of roadside litter collection services we have read and understand the specifications as set forth in the Instructions to Bidders, and hereby propose to furnish said services in strict accordance with all specifications for the sums indicated, and the undersigned herein agrees to furnish all labor, materials and equipment and to perform all work necessary to complete in a workmanlike manner, the work described in the above-mentioned contract, in accordance with said contract documents to the satisfaction and acceptance of the Township, for the sum as stated below;

COST FOR ONE (1) ROAD COLLECTION _____

TIMES 12 COLLECTIONS (ESTIMATED) _____ 12 _____

COST FOR TWELVE (12) ROAD COLLECTIONS _____

In submitting this proposal, it is understood that it is the right of the Township to reject any or all proposals or parts thereof, and to waive any informalities or technicalities in said proposals. This proposal shall remain firm for at least ninety (90) days from bid opening.

The undersigned further agrees that he or it possesses the necessary skill required to determine the adequacy of the Township's bid specifications for the purpose of arriving at the contract price, and that he has exercised this skill and **that he finds them fit and sufficient for the purpose intended and free from ambiguities**, and also has carefully examined the Instructions

to Bidders and other Contract Documents, including the addenda listed below, and the site of the work, and from his own investigations, has satisfied himself as to the nature and location of the work, the character of the work to be encountered, the equipment and other facilities needed for the performance of the work, the general and local conditions, and other matters which may in any way affect the work or its performance and that he has complied with every requirement of this invitation.

Addenda (list addenda)

Accompanying this proposal is a certified check or bid bond in the amount of ten percent (10%) of the bid amount made payable to the Township, which it is agreed will be forfeited as liquidated damages if the undersigned fails to execute the contract and furnish the performance bond and evidence of insurance, as specified, within 14 days after notification of the award of the contract is mailed to him at the official address of the undersigned below.

Accompanying this Proposal Form is the:

- 1) Bid Bond,
- 2) Bidder's qualifications,
- 3) Affidavit accepting the provisions of the PA Workmen's Compensation Act,
- 4) Affidavit of Non-Collusion,
- 5) Affidavit accepting the provisions of the Omnibus Transportation Employee Testing Act of 1991.

(IF A CORPORATION)

Attest:

Title

Name of Corporation

Title

Address

City, State, Zip Code

(Seal)

Incorporated under the laws of the State of _____
and (has, has not) been granted a Certificate of Authority to do business in the Commonwealth of Pennsylvania.

(IF AN INDIVIDUAL OR A PARTNERSHIP)

Witness:

Signed:

* _____

Address

City, State, Zip Code

Witness:

Partner

Partner

Partner

* _____ is a co-partnership trading and doing business

under this firm name with _____ as partners.

* _____ is an individual or partnership under a fictitious name and (has, has not) registered under the Fictitious Name Act of the Commonwealth of Pennsylvania.

Firm Name _____

AFFIDAVIT

ACCEPTING THE PROVISIONS OF THE WORKMEN'S COMPENSATION ACT

_____ being first duly sworn, deposes and
(Printed Name)

says that is the _____
(Title)

of _____
(Company Name)

who submitted the foregoing proposal or bid; and that he or it has accepted the provisions of the Workmen's Compensation Act of 1915 of the Commonwealth of Pennsylvania, with its supplements and amendments and have insured their liability hereunder in accordance with the terms of said Act with:

(Name of Surety Company)

(Signature of the person named above)

Sworn to and subscribed by me

this _____ day of _____ 2018

Notary Public

AFFIDAVIT

**ACCEPTING THE PROVISIONS OF OMNIBUS
TRANSPORTATION EMPLOYEE TESTING ACT OF 1991
AND
CONFIRMING THAT OTHER EMPLOYEES INVOLVED
WITH THE COLLECTION OF ROADSIDE LITTER
PARTICIPATE IN A DRUG TESTING PROGRAM**

_____ being first duly sworn, deposes and
(Printed Name)

says that is the _____
(Title)

of _____
(Company Name)

who submitted the foregoing proposal or bid; and that he or it has accepted the provisions of the Omnibus Transportation Employee Testing Act of 1991 and that they are participating in a Drug and Alcohol Program as required by this Act and the employees that participate in the roadside litter collection program participate in a drug testing program.

(Signature of the person named above)

Sworn to and subscribed by me

This _____ day of _____ 2018

Notary Public

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that we,

_____ (*Name of Contractor*) of

_____ (*Address of Contractor*), as

Principal (the "Principal"), and

_____ (*Name of Surety*), a

corporation organized and existing under laws of the State of _____, with

its principal place of business at _____

_____ (*Address of Surety*)

(the "Surety"), are held and firmly bound unto East Goshen Township (the "Obligee"), as

hereinafter set forth, in the full and just sum of _____

_____ Dollars (\$ _____ . _____)

lawful money of the United States of America, for the payment of which sum we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WITNESSETH THAT:

WHEREAS, Principal heretofore has submitted to the Obligee a certain proposal, dated _____, 2018 (the "Proposal"), for the collection of roadside litter pursuant to Instructions to Bidders and other related documents constituting the contract documents, which are incorporated into the Proposal by reference (the "Contract Documents"); and

WHEREAS, the Obligee is a "contracting body" under provisions of Act No. 385 of the General Assembly of the Commonwealth of Pennsylvania, approved by the Governor on December 20, 1967, known and sited as the "Public Works Contractor's Bond Law of 1967" (the

"Act"); and

WHEREAS, the Act, in Section 3(a), requires that, before an award shall be made to the Principal by the Obligee in accordance with the Proposal, the Principal shall furnish this Bond to the Obligee, with this Bond to become binding upon the award of a contract to the Principal by the Obligee in accordance with the Proposal; and

WHEREAS, it also is a condition of the Contract Documents that this Bond shall be furnished by the Principal to the Obligee; and

WHEREAS, under the Contract Documents, it is provided, *inter alia*, that if the Principal shall furnish this Bond to the Obligee, and if the Obligee makes an award to the Principal in accordance with the Proposal, then the Obligee may require the Principal to enter into an agreement with respect to performance of such work (the "Agreement"), the form of which Agreement is set forth in the Contract Documents.

NOW, THEREFORE, the terms and conditions of this Bond are and shall be that:

If the Principal well, truly and faithfully shall comply with and shall perform the Agreement in accordance with the Contract Documents, at the time and in the manner provided in the Agreement and in the Contract Documents, and if the Principal shall satisfy all claims and demands incurred in or related to the performance of the Agreement by the Principal, and if the Principal shall indemnify completely and shall save harmless the Obligee and all of its officers, agents and employees from any and all costs and damages which the Obligee and all of its officers, agents and employees may sustain or suffer by reason of the failure of the Principal to do so, and if the Principal shall reimburse completely and shall pay to the Obligee any and all costs and expenses, including attorney's fees, which the Obligee and all of its officers, agents and employees may incur by reason of any such default or failure of the Principal.

This Bond is executed and delivered under and subject to the Act, to which reference hereby is made.

The Principal and the Surety agree that any alterations, changes and/or additions to the Contract Documents, and/or any alterations, changes and/or additions to the work to be performed under the Agreement in accordance with the Contract Documents, and/or any alterations, changes and/or additions to the Agreement and/or any giving by the Oblige of any extensions of time for the performance of the Agreement in accordance with the Contract Documents, and/or any act of forbearance of either the Principal or the Oblige toward the other with respect to the Contract Documents and the Agreement, and/or the reduction of any percentage to be retained by the Oblige as permitted by the Contract Documents and by the Agreement, shall not release, in any manner whatsoever, the Principal and the Surety, or either of them, or their heirs, executors, administrators, successors and assigns, from liability and obligations under this Bond; and the Surety, for value received, does waive notice of any such alterations, changes, additions, extensions of time, acts of forbearance and/or reduction of retained percentage.

Provided, that it is expressly agreed that this Bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Agreement or the Contract Documents not increasing the contract price more than twenty percent (20%), so as to bind the Principal and the Surety to the full and faithful performance of the Agreement and the Contract Documents as so amended. The term "Amendment", wherever used in this Bond and whether referring to this Bond, the Agreement or the Contract Documents, shall include any alteration, addition, extension or modification of any character whatsoever.

Provided, further, that no final settlement between the Obligees and the Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

The Surety shall not be liable in the aggregate to the Obligees for more than the total sum set forth above. The Surety may elect to make any payment hereunder to either Obligees or both, by its check issued jointly or individually.

IN WITNESS WHEREOF, the Principal and the Surety cause this Bond to be signed, sealed and delivered this _____ day of _____, 20__.

(Individual Principal)

WITNESS:

_____(SEAL)
(Signature of Individual)

Trading and doing business as:

(Partnership Principal)

WITNESS:

(Name of Partnership)

By: _____(SEAL)
(Partner)

(Corporation Principal)

(Name of Corporation)

By:

(Vice) President

ATTEST:

(Assistant) Secretary

(CORPORATE SEAL)

or (if appropriate)

WITNESS:

(Name of Corporation)

*By:

(Authorized Representative)

(CORPORATE SEAL)

**Attach appropriate proof, dated as of the same date as the Bond, evidencing authority to execute on behalf of the corporation.*

(Corporate Surety)

WITNESS:

(Name of Corporation)

**By:

(Attorney-in-fact)

(CORPORATE SEAL)

***Attach an appropriate power of attorney, dated as of the same date as the Bond, evidencing the authority of the Attorney-in-fact to act on behalf of the corporation.*

AGREEMENT BETWEEN EAST GOSHEN TOWNSHIP AND CONTRACTOR

THIS AGREEMENT, made the _____ day of _____, in the year 2018 by and between

_____ hereinafter called the CONTRACTOR, and East Goshen Township, Chester County, Pennsylvania, hereinafter called the TOWNSHIP.

Witnessed that the CONTRACTOR and the TOWNSHIP for the considerations hereafter named, agree as follows:

ARTICLE 1 - SCOPE OF WORK: The CONTRACTOR shall furnish all the materials, equipment and labor and perform all of the work required the collection of roadside litter in accordance with the contract documents.

ARTICLE 2 - THE CONTRACT: The TOWNSHIP shall pay the CONTRACTOR for the performance of the contract, in accordance with the contract documents, as follows: At the first regularly scheduled meeting of the Board of Supervisors after receipt of the invoice.

ARTICLE 3 - THE CONTRACT DOCUMENTS: This Agreement and the following enumerated documents form the contract and they are as fully a part of the contract as if attached hereto or hereinafter repeated, and are termed the Contract Documents.

1. Notice to Bidders
2. Instructions to Bidders
3. Proposal Form
4. Performance Bond
5. Affidavits of Execution of the Proposal, Non-Collusion, Workmen's Compensation Act, & Omnibus Transportation Employee Testing Act.
7. Addenda (if applicable)

ARTICLE 4 - COMMENCEMENT TIME: The CONTRACTOR hereby agrees to commence work under this contract on January 2, 2019.

IN WITNESS WHEREOF, the parties hereto set their hands and seal the day and year first above written.

Signatures on next page

EAST GOSHEN TOWNSHIP
BOARD OF SUPERVISORS

Township Secretary

CONTRACTOR

Witness

Title