Return to: Eugene Orlando, Jr., Esq.
Orlando Law Offices, P.C.
2901 St. Lawrence Avenue, Suite 202
Reading, PA 19606
(610) 779-3830

Address: 109 Anna Avenue
Maidencreek Township, Berks County, PA
Parcel #61542006393768

MAIDENCREEK TOWNSHIP
DEVELOPER'S IMPROVEMENT AND MAINTENANCE AGREEMENT

THIS AGREEMENT made this ___ day of _____, 2016, between SCHWAB LAND DEVELOPMENT COMPANY, LLC, with an address at 333 Antietam Road, Temple, PA 19560, (hereinafter "Owner/Developer"), and the BOARD OF SUPERVISORS OF MAIDENCREEK TOWNSHIP, Berks County, Pennsylvania, (hereinafter "Township").

W I T N E S S E T H

WHEREAS, the real estate which is the subject matter of this Agreement is a owned by Owner more fully described in a Deed recorded in Berks County Records, dated January 19, 2016, and recorded at Instrument #2016001850; and

WHEREAS, Developer is the developer of a certain tract of land more fully described above as shown on and described in a Plan consisting of ten (10) total sheets and known as "Lot C3 of Melrose Place Land Development Plan" prepared by McCarthy Engineering Associates, Inc., Plan Number 150348 dated January 20, 2016, and last revised February 12, 2016, (hereinafter The Plan) which has been submitted by Developer to the Township for review and approval (hereinafter the "Tract"); and

WHEREAS, The Plan as revised was given final approval by the Board of Supervisors of the Township on February 11, 2016, said approvals are incorporated herein by reference in this Agreement; and,

WHEREAS Developer intends to develop the Tract in accordance with The Plan, the Township approval and in accordance with the Zoning and Subdivision and Land Development Ordinances and all other applicable ordinances of the Township; and,

WHEREAS The Plan and proposed improvements as indicated on The Plan are incorporated into this Agreement by reference and made part of this Agreement; and,

WHEREAS The Plan provides for various improvements which may include road way improvements, soil and erosion controls, driveways, parking areas, walkways, storm water management facilities, and landscape buffers and plantings and all other improvements as set forth on The Plan and required under the ordinances of the Township; and,

WHEREAS Developer has assumed responsibility for the installation, construction and completion of all improvements and facilities shown on The Plan and all those specifically itemized in Exhibit "A" attached hereto and made part hereof; and,

WHEREAS the parties intend to formalize their understandings and agreements regarding construction, installation and maintenance of all aforesaid improvements and to provide for the financial security to insure completion of the same;

NOW THEREFORE, in consideration of the covenants and promises hereinafter contained to be kept and performed, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Incorporation of Recitals

a. The 'WHEREAS' clauses above are incorporated herein by reference and shall be deemed and applied as an integral part of this Agreement.

b. The term "Stormwater Control Facilities" for the purpose of this Agreement shall mean any drainage improvements and facilities to address surface waters to be constructed by the Developer as shown on The Plan.

2. Improvements and Construction

Developer shall construct or cause to be constructed at Developer's sole cost and expense, all of the following improvements:

A. All improvements shown on The Plan, with all construction to be in accordance with Township standards and subject to inspection of the Township Engineer, or other duly authorized agents of the Township. Without limiting the generality of the foregoing, the specific improvements are contained in the drawing sheets that comprise "Brandywine Transportation" and more fully itemized on Exhibit "A" showing all cost estimates, and consist of the following Plan sheets:

TITLE	SHEET NO.	DATE	LAST REV.
Cover Sheet	1 of 10	01/20/16	02/12/16
Final Land Development Plan	2 of 10	01/20/16	02/12/16
Existing Conditions	3 of 10	01/20/16	02/12/16
Grading & Utility Plan	4 of 10	01/20/16	02/12/16
Landscape & Lighting Plan	5 of 10	01/20/16	02/12/16
E&S Control and Site Analysis Plan	6 of 10	01/20/16	02/12/16
Detail Sheet	7 of 10	01/20/16	02/12/16
E&S Control Detail	8 of 10	01/20/16	02/12/16
E&S Control Notes	9 of 10	01/20/16	02/12/16
Sub Basin Plan	10 of 10	01/20/16	02/12/16

The improvements required under this Developer's Improvements Agreement, may include, but are not limited to, the following:

(1) Grading
(2) Street base and paving
(3) Curbs
(4) Sidewalks
(5) Soil and erosion control
(6) Street monuments/stakeout
(7) Street name signs
(8) Street lights
(9) Electrical utility trench
(10) Storm sewer facilities
(11) Landscaping

Construction of sidewalks, if any, within the property shown on the Plan shall be completed in conjunction with the construction of the roadways.

3. **Term of Agreement**

Developer agrees with the Board of Supervisors of the Township that all of the improvements provided for in this Agreement shall be completed within one (1) year from the date of this Agreement unless extended by written agreement or extended by circumstances beyond the control of the Developer (Force Majeure). For this purpose Force Majeure means a delay or prevention in the performance of the work caused by an act of God, strike, fire, flood, earthquake, war, court order, martial law, or natural disaster. After Completion as defined herein, an eighteen (18) month maintenance period shall commence for which the Developer shall warrant and be responsible for the reconstruction, maintenance and/or repair of all improvements, maintaining them in substantially the same condition as existed upon Completion, normal wear and tear only excepted.

4. **Financial Security**

The Developer will provide to the Township financial security in the form of a Irrevocable Letter of Credit in the amount of $61,780.19 issued by Vist Bank, representing the Improvement Cost Estimate to cover the cost of improvements, contingencies, administration and legal, and inspection of facilities as required in The Plan and as more fully set forth in Exhibit "A," which is incorporated herein by reference and made part hereof, (the Financial Security); which amounts represent unit prices for improvements as completed and in place within twelve (12) months from the date of this Agreement, and for the maintenance of the improvements for an additional eighteen (18) months after Completion thereof, together with the right of the Developer to substitute separate Financial Security to cover the maintenance period as provided below. The Financial Security may be reduced as more fully set forth in subparagraph (D) herein. The amount of any security provided by the Developer to the Township may be reduced upon request of the Developer and confirmation by the Township Engineer that the Improvements for which reduction is sought have been installed and completed in accordance with The Plan and all applicable statutes and regulations.

B.) Notwithstanding anything to the contrary and in accordance with 53 P.S. Section 10509, if in the professional judgment of the Township Engineer, the Financial Security has

been depleted to a point where it is not reasonable for the balance of the improvements remaining to be done, the Township shall have the right to require the Developer to increase the financial security by increasing the Financial Security or providing other financial security acceptable to the Township. If such replenishment is not made within twenty five (25) calendar days after written notice of the same has been given to Developer, this Agreement shall be deemed in default and the Township shall be authorized to promptly exercise all rights and remedies provided by law without further notice to the Developer, including the right to proceed to court in equity, seek an injunction, issue stop work orders and other rights and remedies provided by law.

C.) It is further agreed that financial security shall be maintained at all times until Completion of the Improvements and Stormwater Control Facilities and approval by the Township, in an amount of not less than fifteen percent (15%) of the initial Financial Security which amount shall be returned to Developer only upon the Completion of the improvements, except for the amount to be retained for maintenance expenses associated with the public improvements.

D.) After Completion of all of the required improvements, the aggregate amount of the financial security with respect to said improvements, shall be reduced to Ten percent (10%) of the initial amount (See Exhibit "A") to be held for the maintenance of the improvements for an eighteen (18) month period after the Completion date of the same. At the conclusion of said eighteen-month (18) period, any remaining financial security will be released, except only that for which any claim may have already been made, if any. This maintenance period commences only after acceptance and approval of Township of all improvements. Acceptance shall be determined by the date the Township engineer issues a letter stating that all improvements are Complete. The Financial Security described in subparagraph A shall remain in place and serve as financial security for all obligations of the Developer as provided herein.

E.) Any one or more of the following shall constitute a default under this Agreement:

1. Failure of the Developer to comply with any term, covenant or provision of this Agreement;

2. Failure of the Developer to complete construction of all required improvements within a twelve-month period from the date of the Agreement;

3. Failure of the Developer to maintain or replenish Financial Security as provided for herein;

4. Failure of the Developer to construct, complete or comply with the terms of The Plan and any and all notes contained thereon;

5. Failure of the Developer to timely respond to notices from the Township in accordance with this Agreement;

6. The violation of any zoning, subdivision, stormwater, or other applicable statute, ordinance, or regulation during construction or the term of this Improvement and Maintenance Agreement.

In the event of any default, the Township may proceed against the Financial Security and the Developer, or either or both. No delay by the Township in the exercise of any rights and remedies shall be deemed a waiver of the right to proceed at any time in the future.

F.) The word "Completion" shall mean 100% completion of all improvements as set forth in The Plan including the installation of the wearing course on all roadways if asphalt is used or finished surface where concrete is permitted to be used.

G.) In addition to the rights and remedies provided above on the failure of the Developer to comply with the terms of this Agreement and/or its obligations related to the plans and approvals, the Township may:

(1) Enforce any and all rights and powers under the law and in this Agreement by all lawful means including seeking injunctive or other equitable relief in Court;

(2) Draw on or recover under the Financial Security;

(3) Avail itself to any other remedy available to the Township by law; and

(4) Recover all legal fees and court costs and other direct expenses incurred by the Township with regard to any enforcement, including but not limited to litigation as a result of the default.

H.) No observation or inspection by the Township, its engineers, or consultants, shall be a waiver or diminution in any rights the Township has under law or regulations or the terms of this Agreement with regard to the required Improvements and compliance by the Developer of the terms of this Agreement, whether now or in the future.

5. Payment and/or Modification of Security

If the Developer wishes consideration by the Township to reduce any Financial Security upon Completion of portions of the project, it shall submit to the Township at least ten (10) calendar days prior to the Township's regular scheduled monthly meeting a request for any such reduction for all work done on the project for the preceding month. In accordance with 53 P.S. Section 10509(j), the Township shall have forty-five (45) days following receipt of such request within which to allow the Township Engineer to certify, in writing, that such portion of the work upon the improvements has been completed in accordance with the Plan. Upon such certification, the Township shall authorize the release of an amount as estimated by the Township Engineer fairly representing the value of the improvements completed or, if the Township fails to act within said forty-five (45) day period, the Township shall be deemed to have approved the release of funds as requested.

The governing body may, prior to final release at the time of completion and certification by its engineer, require retention of 10 percent of the estimated cost of the aforesaid improvements.

6. Record Drawings

Upon Completion of the land development, the subdivision, or the required Improvements, as the case may be, the Developer shall promptly furnish sepias of the drawings that were previously approved by the Township showing the location and profiles of all improvements installed hereinafter referred to as "Record Drawings". Said Record Drawings shall be certified by the Developer's professional engineer.

7. Soil and Erosion

As the Developer proceeds with this Agreement, Developer shall use all methods that are prudent for soil and erosion control, as provided by the Township Subdivision and Land Development Ordinance, and as more fully detailed in The Plan.

8. Permits

The Developer agrees that the Township shall have the absolute right to withhold and deny issuance of zoning permits, building or construction permits, and use and occupancy permits, at any time during the term of this Agreement under any one or more of the following circumstances:

a. Failure of the Developer to pay when due all fees, fees in lieu, application fees, permit fees, or Financial Security as provided for herein; or

b. Upon any violation of the terms, covenants, and provisions of this Agreement.

9. Township Approval of Improvements

All improvements must be constructed according to the specifications and rules and regulations of the Township. Further, all construction and installation shall be observed by the Township Engineer or its representative (the Inspections) and in accordance with the Township Construction Observation Schedule and the cost thereof paid by the Developer at prevailing rates. Developer agrees to reimburse Township for all administrative, engineering and legal expenses incurred by the Township in connection with the within subdivision. Developer shall have these bills paid within twenty-five (25) days from the date the Developer receives the bills from the Township. (In the event that any of the Developer's work is disapproved, the Township, through its Engineer, will provide the Developer with a written itemization of the deficiencies.)

The Developer shall coordinate all administration, construction observation and any inspections with the Township during normal Township hours. The inspection of the construction observation of Improvements shall be by the Township Engineer. Installation, construction, design, workmanlike quality, physical work as to all improvements and the methods for performing the work remains the exclusive obligation and responsibility of the

Developer. The Developer has sole and exclusive direct and supervisory powers over the performance of men, equipment and operators and the methods of operation concerning all work performed pursuant to this Developer's Improvements Agreement.

Prior to commencement of construction of public improvements the Developer will provide to the Township acknowledged deed suitable for recording for all easements and/or rights-of-way required by the Developer and/or The Plan.

10. Acknowledgment of Completion

Upon Completion of all Improvements, the absence of any default or violation of this Agreement by Developer, and the expiration of the maintenance period without construction, reconstruction or repair, the Township shall, at the request of Developer, record an Acknowledgment in the public records acknowledging Completion in accordance with the terms of this Agreement of the Developer's obligations herein.

In the case of water and sewer lines, if any, occupancy permits will not be issued to the Developer until the Township has received from the Sewer Authority's engineer, certification that said water and sewer lines are acceptable for flow.

11. Indemnification

The Developer, on behalf of itself and its heirs, administrators, executors, successors and assigns, hereby indemnifies the Township, and the Township's elected officials, agents, employees, consultants, engineers and solicitors, of and from all loss, cost or expense of any kind whatsoever, including legal fees, court costs or litigation expenses in any way arising out of or relating to any and all of the following:

a. The grant of approval of The Plan;

b. Personal injury or property damage to the Developer, its heirs, administrators, executors, successors and assigns, its agents, its subcontractors, its independent contractors, or to any other property owners arising out of or relating to any actions, failures to act, negligence or intentional actions by or on behalf of the Developer in connection with The Plan, the development, or construction of required Improvements;

c. Any personal injury or property damage, including death, survival or other actions sustained by any third party arising out of or relating to the negligent or

intentional acts of the Developer, or any of its agents, subcontractors, independent contractors, heirs, administrators, executors, successors or assigns, concerning construction of required Improvements, actions or failures to act with regard to obligations under this Agreement, and/or claims of damages or any Stormwater Control Facilities. In connection with this indemnity, the Township may, at Developer's expense, participate in connection with its own attorneys, or may request that the Developer to assume without any further expense to the Township the defense of any such claim or claims arising out of and relating to any matter or thing whatsoever covered by this indemnity.

12. Mud and Debris

The Developer shall make provisions for and be responsible for removing all mud and debris from all vehicles and equipment leaving the construction site onto public streets adjoining the area to be developed under this Agreement, and shall remove all debris and litter from the construction site and from areas in and around the construction site on which it may be deposited. If the same is not removed and/or properly disposed of within forty-eight (48) hours after verbal notice by the Township to the Developer then in that event, the debris and/or liter may be removed by the Township at the Developer's expense, in which case the Developer will be charged for said expense plus twenty percent (20%) surcharge for administrative expenses, etc.

13. Costs

As provided in 53 P.S. Section 10510, Developer shall be solely responsible for all costs of recording, inspections and all other expenses of the Township, its attorneys and engineers as well as for any other incidental expenses incurred with respect to the subdivision and/or land development review process and approval process including legal and engineering expenses incurred by the Township. In the case of default by the Developer, Developer shall be liable for reimbursement for all legal fees and/or other out of pocket expenses incurred in enforcing the provisions of this Agreement which may be recovered by the Township from the Financial Security or otherwise, with respect to any fees or charges to be paid or reimbursed by the Developer, same shall be paid within twenty-five (25) calendar days from invoice date, and if not so paid, the Township shall be

entitled to charge interest at the legal rate commencing at the twenty-sixth (26) day from invoice date.

14. Bankruptcy, Insolvency or Reorganization

If there shall be filed against the Developer or cause to be filed by the Developer, in any Court pursuant to any statute either of the United States or of the Commonwealth of Pennsylvania, a petition for bankruptcy, insolvency and/or reorganization, or for the appointment of a receiver or trustee all or any portion of the Developer's assets, and if within thirty (30) days thereafter, Developer fails to secure a dismissal thereof, or if the Developer shall voluntarily file any such petition or make an assignment for the benefit of creditors or petition for enter into any agreement, the rights of the Developer under this Agreement may be canceled or terminated at the option of the Township providing, however, that any successor in interest, or person acting on behalf of the Developer, shall be bound by all the terms and covenants herein stated, and all sums which may be financially secured by this Agreement, shall be immediately due and payable to Township, and any successor or persons acting on behalf of the Developer shall automatically be bound to complete all of the improvements as herein contemplated.

Notwithstanding anything to the contrary in this Paragraph or in this Agreement, the filing of any bankruptcy, whether voluntary or involuntary, shall entitle the Township to proceed immediately against the Financial Security without approval from any Court since the Financial Security provided for herein (excepting only a cash deposit by the Developer) is an irrevocable obligation of a third party.

15. Insurance Requirements

A. The Developer shall carry or cause to be carried by its contractors the following forms of insurance, which shall name the Township and/or Township Authority as an additional insured, applying to all operations undertaken by them, their agents, employees, contractors and sub-contractors:

FORM	MINIMUM RATES
(1) Workmen's Compensation	Statutory – if statutory payment Is limited, excess medical pro-

	section for $10,000 limit required.
(2) Contractor's Public Liability	$1,000,000/$2,000,000
(3) Contractor's Property Damage Liability including explosion, Collapse hazard and under-Ground damage hazard	$1,000,000/$2,000,000
(4) (XCU coverage's if blasting required)	$2,000,000 aggregate
(5) Principal or Owner's protective for: Bodily injury	$1,000,000/$2,000,000
(6) Builder's Risk - Providing protection against the minimum perils of fire, extended coverage, vandalism and malicious mischief, in the name of Owner, contractor, subcontractor, and the Trustee as their respective interests may appear	100% of suitable value of structures and materials

16. Filing Certificate of Insurance

Before commencing construction or installation of the aforesaid improvements, the Developer or its contractors shall file with the Township a Certificate of Insurance or copies of the insurance policy signed by the proper officials of the insurance companies or other authorized representatives. Construction will not be permitted until the aforesaid Certificate of Insurance is provided as required by this Agreement.

17. Extended Fire Insurance

The Developer at all times during the conduct and progress of the work shall provide, keep in force, and at his own expense, fully maintain sufficient standard fire insurance policy with extended coverage, vandalism and malicious mischief endorsements in an equal amount to the value of those items which are flammable, which policy shall

apply to and indemnify and name the Township as an "additional insured", until final completion and acceptance of the project. All policies shall be open for inspection by the Township and must be acceptable to its Solicitor. A copy of the declaration sheet of said policy shall be filed with the Township and/or Authority. Failure to carry or keep any insurance in force until all work is completed and accepted shall constitute a violation of this Agreement.

18. Recordation

That this Agreement shall be recorded with the Recorder of Deeds of Berks County, Pennsylvania, at Developer's expense. It is the intention of the parties hereto that this Agreement shall act as a covenant running with the land and that the covenant shall be binding upon the parties hereto, their heirs, successors and assigns, and shall run with the land until such time as the same is released in writing by the Township. When the improvements have been satisfactorily installed, the Township agrees to execute an affidavit evidencing such compliance and performance of the Developer, which affidavit shall be filed with the Recorder of Deeds Office and indexed on the margin of this Agreement to evidence such compliance.

19. Notice

Any writing or notice required by the terms of this Agreement shall be either delivered personally or sent by the U.S. Mail, postage prepaid, certified mail, return receipt requested, or by a nationally recognized overnight carrier addressed to the party at the address as set forth in Page 1 hereof, or if to a person or entity not a party to this Agreement, then to the last known address of the said person or entity. Any party may change its address by notice duly given in accordance with the terms and conditions of this paragraph.

20. Permits

This Agreement will not in any way relieve the Developer of the responsibility of filing and obtaining such permits, licenses and approvals from any of the constituted public authorities from which any such permits, licenses and approvals may be required for any aspect of the development project.

21. Occupancy Permits

Developer expressly acknowledges and agrees that during any period the Developer is in default of its obligations pursuant to this Agreement, the Township shall not be obligated under any circumstances whatsoever to issue any zoning, construction, or use and occupancy permits and Developer expressly waives any right to receipt of the same unless and until any such breach is fully remedied.

22. Entire Agreement

This Agreement contains the entire understanding and agreement between the parties hereto relating to the subject matter hereof and there are no oral or other written agreements, understandings concerning the same.

THE DEVELOPER REPRESENTS THAT DEVELOPER HAS HAD A FULL AND COMPLETE OPPORTUNITY TO HAVE THIS AGREEMENT, AS WELL AS THE IMPORT HEREOF REVIEWED BY AN ATTORNEY OF THE DEVELOPER'S CHOICE. TO THE EXTENT THAT THE DEVELOPER CHOOSES NOT TO HAVE THIS AGREEMENT REVIEWED BY LEGAL COUNSEL, DEVELOPER WAIVES ANY CLAIM THAT DEVELOPER DOES NOT UNDERSTAND EACH AN EVERY PROVISION HEREOF.

The delay or failure of the Township in exercising any right, power or privilege contained in this Agreement shall not affect such right, power or privilege, nor shall any single or partial exercise thereof preclude any further exercise thereof, nor the exercise of any right, power or privilege, nor shall any single or partial exercise thereof preclude any further exercise thereof, nor the exercise of an right, power or privilege. The rights of the Township are cumulative and exclusive of any rights or remedies, which the Township would otherwise have.

If any provision of this Agreement is prohibited or is unlawful or unenforceable under any applicable law and/or jurisdiction, such provision shall as to such jurisdiction be ineffective to the extent of such prohibition without invalidating the remaining provisions hereof, provided however, that any such prohibition in any jurisdiction shall not invalidate

such provisions in any other jurisdiction; and provided further that where the provisions of any such applicable law may be waived by the parties, such provisions are so waived to the full extent permitted by law in order to give full force and effect to all provisions of this Agreement as herein provided.

23. Modification

This Agreement may be altered, modified or changed only by another writing duly executed by the Township and Developer or the owners of the property upon which the improvements are constructed as of the time of any such alteration, modification or change.

24. Binding Agreement

This Agreement shall be legally binding upon and inure to the benefit of the parties hereto, Developer's heirs and personal representatives and the parties' successors and assigns. The covenants and conditions herein contained shall be covenants running with the land, and shall bind and inure to the benefit of the successors and assigns of each of the parties hereto, including the Developer's agents. The obligations of the Developer hereunder may not be assigned except with the prior written consent of the Township.

It is the intention of the parties that this Agreement shall be reviewed, interpreted and otherwise held under the jurisdiction of the Commonwealth of Pennsylvania.

Developer acknowledges that Township relies upon each and every term, paragraph, representation, covenant, warranty and provision of this Agreement as inducement to enter into this Agreement.

All the understandings and agreements heretofore made between the parties hereto are merged into this Agreement, which alone fully and completely expresses this agreement, and this Agreement is entered into after full investigation, neither party relying upon any statement or representation not embodied in this contract made by the other.

IN WITNESS WHEREOF AND WITH THE INTENTION OF BEING LEGALLY BOUND HEREBY, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

OWNER/DEVELOPER

SCHWAB LAND DEVELOPMENT CO., LLC

By:_____
Brian M. Schwab, D.M.D., President

BOARD OF SUPERVISORS OF MAIDENCREEK TOWNSHIP

_____
Joseph E. Rudderow, III, Chairman

_____
Claude Beaver, Supervisor

_____
David Franke, Supervisor

Attest:

_____
Diane Hollenbach, Township Secretary

COMMONWEALTH OF PENNSYLVANIA:

: ss:

COUNTY OF BERKS: :

On this, the _____ day of _____, 2016, before me, personally appeared BRIAN M. SCHWAB, D.M.D., who acknowledged himself to be the President of SCHWAB LAND DEVELOPMENT COMPANY, LLC, a Pennsylvania Limited Liability Company, and that as such, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Company by himself as President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

_____

Notary Public

COMMONWEALTH OF PENNSYLVANIA:

: ss:

COUNTY OF BERKS :

On the ____ day of _____, 2016, before me, the undersigned officer, a Notary Public in and for the County and State aforesaid, personally appeared JOSEPH E. RUDDEROW, III, CLAUDE BEAVER and DAVID FRANKE, who acknowledge themselves to be the Supervisors of Maidencreek Township, and as such executed the foregoing instrument for the purpose contained therein so that the same might be recorded.

In Witness Whereof, I have hereunto set my hand and official seal.

_____

Notary Public

MAIDENCREEK TWP. - SCHWAB LAND DEVELOPMENT CO., LLC
PREPARED BY: MCCARTHY ENGINEERING ASSOCIATES, INC.
DATE: 3/16/16

PLANS DATED: January 20, 2016

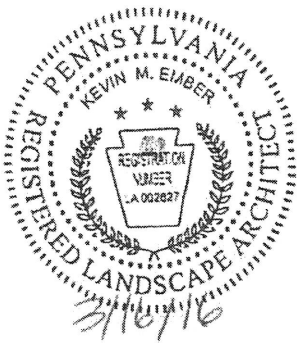
DESCRIPTION	QUANTITY	UNITS	UNIT COST	AMOUNT
A) EROSION & SEDIMENT CONTROL				
1. Rock Construction Entrance	1	EA	$1,500.00	$1,500.00
2. Broad Based Dip	1	LS	$400.00	$400.00
3. Temporary Seeding of Stockpile	1	LS	$500.00	$500.00
4. Topsoil Replacement/Stabilization	531	CY	$2.50	$1,327.50
5. 18" Filter Sock	270	LF	$4.50	$1,215.00
6. ESC-1 Erosion Control Matting	520	SY	$3.00	$1,560.00
7. Critical Vegetated Area	370	SY	$4.00	$1,480.00
8. Inlet Protection	3	EA	$150.00	$450.00
			EROSION & SEDIMENT CONTROL SUBTOTAL	**$8,432.50**
B) STORMWATER MANAGEMENT				
1. 15" SLCPP	264	LF	$26.00	$6,864.00
2. 2'x4' Inlet (3'-5" deep)	3	EA	$2,250.00	$6,750.00
			STORMWATER MANAGEMENT SUBTOTAL	**$13,614.00**
C) MISCELLANEOUS				
1. Deciduous Trees	5	EA	$250.00	$1,250.00
2. Evergreen Trees	33	EA	$150.00	$4,950.00
3. Handicap Ramps	2	EA	$575.00	$1,150.00
4. Street Signs	3	EA	$300.00	$900.00
5. Lighting	6	EA	$1,200.00	$7,200.00
6. As-Builts	1	LS	$2,000.00	$2,000.00
7. Stakeout	1	LS	$2,500.00	$2,500.00
8. Lot Pins & Monuments	1	LS	$1,200.00	$1,200.00
9. Driveway Approach	1	EA	$6,070.00	$6,070.00
			MISC. SUBTOTAL	**$27,220.00**
TOTAL PROJECT COST ESTIMATE OF ITEMS A THRU C				**$49,266.50**
Construction Observation (6% +/-)				$2,955.99
Admin & Legal (3% +/-)				$1,478.00
Contingency(5%+/-)				$2,463.33
SUBTOTAL OF CONSTRUCTION COSTS				**$56,163.81**
Additional Security (10%)				$5,616.38
TOTAL RECOMMENDED ESCROW AMOUNT				$61,780.19

555 Van Reed Road • Wyomissing, PA 19610
610.373.8001 • www.McCarthy-Engineering.com

ALL-STATE LEGAL®
EXHIBIT
"A"

I hereby certify that this cost estimate is a fair and reasonable estimate of the costs to construct the improvements as shown on the Final Plans for the referenced project.

Kevin M. Ember
Registered Landscape Architect
PA Lic. No. 002827



McCarthy Engineering