ABINGTON TOWNSHIP

AUGUST 8, 2024

BOARD OF COMMISSIONERS
REGULAR PUBLIC MEETING

TOWNSHIP OF ABINGTON

BOARD OF COMMISSIONERS REGULAR PUBLIC MEETING

A G E N D A
August 8, 2024
7:00 PM

There are three ways for the public to participate in the meeting: in-person, online or by phone. Residents who wish to attend in person can do so in the Abington Township Board Room located at 1176 Old York Road, Abington, PA 19001, 2nd Floor. Alternative means of public participation are offered for those who do not wish to or are unable to attend the meetings in person. Residents who wish to participate in the meeting remotely can access the meeting online by a computer, iPad, iPhone, or Android at https://us06web.zoom.us/j/88216803878. This link will enable residents to hear the meeting, see presentations, and ask questions. There will be no video interaction capabilities. Residents, who are unable to join online, can listen to and participate in the meeting by calling 1-929-436-2866 and entering the meeting ID number 882-1680-3878 when prompted

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CALL TO ORDER

ROLL CALL, *BRODSKY, ROTHMAN, DIPLACIDO, LANEY-MARTIN, BROWNE, WINEGRAD, HENRY, ZAPPONE, YOUNG-GERTZ, SPIEGELMAN, BOLE, SCHREIBER, BOWMAN, VAHEY, HECKER*

PLEDGE OF ALLEGIANCE

BOARD PRESIDENT ANNOUNCEMENTS

PUBLIC COMMENT ON AGENDA ITEMS

CONSENT AGENDA

a. Motion to approve the Minutes from the Board of Commissioners Regular Meeting of July 11, 2024.

b. BOC-01-080824 Motion to advertise a Traffic Safety Ordinance amending Chapter 156-"Vehicles and Traffic," Article III - "Traffic Regulations," Section 25 - "Parking Prohibited at All Times; No Parking Between Signs; No Parking Here to Corner; Parking Prohibited Except Certain Hours; No Stopping or Standing"; and Section 28 - "Special Purpose Parking Zones" to add the following: No Parking Here to Corner signs on Colonial Avenue, East Side, at Radcliffe Avenue and a point 30' North and Colonial Avenue,

East Side, at Lafayette Avenue and a point 30' South; and Handicapped Parking signs at 2217 Albright Avenue and 2549 Ardsley Avenue and; remove a Handicapped Parking sign at 1024 Tyson Avenue.

c. BOC-02-080824 Motion to approve Axon Enterprises Contract for personnel accountability and management software for the Abington Township Police Department.

d. BOC-03-080824 Motion to award the traffic signal technologies bid to Armour and Sons in the amount of $367,144 and authorize the Township Manager to execute the contract.

e. BOC-04-080824 Motion to ratify Abington Township Network Assessment - Change Order #1 for Melillo Consulting, Inc. for an amount not to exceed $14,420.

f. BOC-05-080824 Motion to engage Rockwell Associates as the consultant for Township arborist as recommended by the Shade Tree Commission at the fees included in their proposal dated June 25, 2024.

g. BOC-06-080824 Motion to adopt Resolution 24-029 to allow the application for Community Development Block Grant - Disaster Recovery (CDBG-DR) funds for the recovery from Hurricane Ida.

h. BOC-07-080824 Motion to award the Grove House Rehabilitation architectural services contract to Linn Architects in the amount of $43,900.

UNFINISHED BUSINESS

NEW BUSINESS

a. BOC-08-080824 Public Hearing and adoption of Ordinance No. 2216 amending the Code of the Township of Abington at Part II [General Legislation], Chapter 162 [Zoning], By Amending and Restating Article XXII [Signs] To Regulate the Size of Billboards.

b. BOC-09-080824 Motion to approve the Preliminary/Final Major Subdivision and Land Development for LD-23-03 - 1583 Rothley Avenue.

c. BOC-10-080824 Motion to consider a Resolution approving Intergovernmental Agreement between Abington Township and Abington School District regarding BusPatrol America, LLC.

d. BOC-11-080824 Motion to consider a Memorandum of Understanding between BusPatrol America, LLC and Abington Township Police Department in support of School Bust Stop Arm Enforcement Program.

e. BOC-12-080824 Motion to adopt Resolution 24-031 for the execution of a cable franchise agreement between the Township and Comcast Cable Communications Management, LLC.

FINANCE COMMITTEE

a. FC-01-080824 Motion to approve the June 2024 expenditures in the amount of $3,699,845.78 and salaries and wages in the amount of $2,378,065.70 and authorizing the proper officials to sign and approve invoices and supporting documentation in payment of bills and contracts as they mature through the month of September 2024. (Click here to view supporting information for expenditures in June 2024)

(Motion & Roll Call)

PUBLIC COMMENT

ADJOURNMENT

BOARD POLICY ON PUBLIC PARTICIPATION

For Information Purposes Only

The Township shall conduct business in accordance with the Commonwealth of Pennsylvania Laws governing the conduct of public meetings and only establish guidelines that shall govern public participation at meetings consistent with the law.

Each commenter shall:

- Direct their comments to the Presiding Officer;
- Speak from the podium or into a microphone designated by the presiding officer;
- State their name for the record;
- Either orally or in writing provide their address for the record;
- Have a maximum of three minutes to make their comments. Each commenter when speaking to a specific agenda item, is to keep their comments relative to that identified agenda item;
- Speak one time per agenda item;
- When commenting on non-agenda items, the commenter is to keep their comments related to matters of the Township of Abington, Montgomery County, Pennsylvania.
- State a question to the Presiding Officer after all commenters have spoken, and;
- Be seated after speaking or upon the request of the presiding officer;
- Not engage in debate, dialogue or discussion;
- Not disrupt the public meeting, and;
- Exercise restraint and sound judgement in avoiding the use of profane language, and the maligning of others.

The stated meeting of the Board of Commissioners of the Township of Abington was held on Thursday, July 11, 2024 via webinar and in-person at the Township Administration Building, Abington, PA, with President Hecker presiding.

CALL TO ORDER: 7:00 p.m.

ROLL CALL: Present: Commissioners BRODSKY, DiPLACIDO, LANEY-MARTIN, WINEGRAD, HENRY, ZAPPONE, YOUNG-GERTZ, SPIEGELMAN, BOLE, SCHREIBER, BOWMAN, VAHEY, HECKER
Excused: Commissioners ROTHMAN, BROWNE

Also Present: Township Manager Manfredi
Township Solicitor Clarke

PLEDGE OF ALLEGIANCE

BOARD PRESIDENT ANNOUCEMENTS:

President Hecker announced that he regrets not being physically present this evening as he is attending to a family matter. Also, former Ward 14 Commissioner Dee McGrath passed away on June 25th at the age of 86, and we send our condolences to her family.

PUBLIC COMMENT ON AGENDA ITEMS:

Adele Kubel, resident, expressed concern that one of her petitions was not described in the minutes and they do not match the recording, and her petitions were refused. She was also concerned about Covid money not being put towards maintenance or resources and high rent keeping people poor. Home ownership promotes financial stability for all.

Karen Milovcich, resident, said regarding the massage therapy agenda item, the Flamingo Spa located at 718 Huntingdon Pike is open 7-days a week and google reviews indicate the type of services offered there. They are not licensed providers, and she does not know why they are still in business. It is also a site for human trafficking that needs to be shutdown.

Joe Rooney, resident, thanked the Greater Glenside Patriotic Association for putting on a great 4th of July parade and fireworks show. He also thanked the Police Department, Public Works Department, Cheltenham Police Department as well as Mr. Manfredi for their hard work.

Also, he expressed concern about the fine Abington Township will be paying to the environmental protection agency for failing to do their paperwork. The Greater Glenside Patriotic Association worked all year to raise $70,000 and the Township gets a bill for more than $35,000 for their lack of administrative paperwork, and that could have paid for half of GGPAs fee.

Joe O'Brien, resident, questioned whether petitions are being accepted by the public.

President Hecker replied yes, and we are in receipt of the petitions submitted by Ms. Kubel.

Lora Lehmann, resident, expressed concern that the massage parlor is a human trafficking event that was not closed down. Also, she was concerned about the waivers for the school district and about not having line items for those funds.

Mike Tobin, resident, read the googled description for the Flamingo Spa into the record. Also, what is the process for citizens to have their concerns/issues reviewed by the Board? Is it only through petitions or is there another way?

President Hecker suggested that Mr. Tobin work with his ward Commissioner on any particular concern or issue to be brought forward.

Mr. Tobin said he would like there to be a question-and-answer period during a meeting with citizens and Commissioners on matters such as the status of the EDC, etc.

President Hecker replied we can find ways to answer any questions. Regarding the EDC, they had their organizational meeting earlier this summer and elected a Chair and a Vice Chair, and that is the extent of their activity to-date. There is also opportunity for public comment at their meetings.

CONSENT AGENDA:

Vice President Vahey made a MOTION, seconded by Commissioner Spiegelman to approve Items a. – c. as listed under Consent Agenda as follows:

To approve the minutes from the Board of Commissioners Regular Meeting of June 13, 2024.

To adopt Resolution No. 24-026 for a Pennsylvania Commonwealth Financing Authority's Multimodal Transportation Fund Grant application in the amount of $2.5 million and committing $110,065 in FY 2025 budget funds for Phase 5 of the Abington Jenkintown Connection Project.

To appoint Robin Eisman to the Shade Tree Commission for a term ending 12/31/2027 as included in Exhibit A and as recommended by the Shade Tree Commission.

President Hecker asked for any comments from Commissioners. There were none.

MOTION was ADOPTED 13-0.

UNFINISHED BUSINESS: None.

NEW BUSINESS:

Item BOC-03-071124:

Vice President Vahey made a MOTION, seconded by Commissioner Schreiber to authorize advertisement of an ordinance amending the Tow fees.

President Hecker asked for any comments from Commissioners. There were none.

MOTION was ADOPTED 13-0.

FINANCE COMMITTEE:

Item FC-01-071124:

Commissioner Winegrad made a MOTION, seconded by Commissioner Brodsky to adopt Resolution No. 24-027 Fire Inspection and Permit Fee Schedule.

President Hecker asked for any comments from Commissioners. There were none.

MOTION was ADOPTED 13-0.

Item FC-02-071124:

Commissioner Winegrad made a MOTION, seconded by Commissioner Spiegelman to adopt Resolution No. 24-028 establishing a fee schedule for licenses for alternative and massage therapy.

President Hecker asked for any comments from Commissioners. There were none.

MOTION was ADOPTED 13-0.

Item FC-03-071124:

Commissioner Winegrad made a MOTION, seconded by Commissioner Zappone to authorize $299,206.30 to be expensed from Refuse Fund Balance for the purchase of a Tri-Axle Container Lift Truck.

President Hecker asked for any comments from Commissioners. There were none.

MOTION was ADOPTED 13-0.

Item FC-04-071124:

Commissioner Winegrad made a MOTION, seconded by Commissioner Spiegelman to authorize $34,100 to be expensed from Refuse Fund Balance for the payment of a Department of Environmental Protection (DEP) Civil Penalty.

President Hecker asked for any comments from Commissioners.

Commissioner Laney-Martin clarified that procedures have been put in place so something like this will not happen again. Is that correct?

Manager Manfredi replied yes, a lot of work has been done to remediate the errors made. He and Mr. Jones, the Director of Public Works, have addressed this and we are confident that all measures now in place will do as much as possible to prevent any human error.

Commissioner Laney-Martin continued that during her time as Commissioner and meeting with all the directors within the administration, she knows everyone strives to do their best, and although we make mistakes, sometimes they come with big dollar figure consequences. And she appreciates that the penalty amount was brought down as much as possible, and measures are now in place so this will not happen again as we do take our obligation to be fiscally responsible seriously.

Manager Manfredi commended staff from the Public Works Department/Refuse Division who were honest about what happened so we could make the correction, and they do a tremendous job every day. Also, there was no environmental harm done.

Solicitor Clarke said this was related to a former employee not filing timely reports, and in some instances, not filing reports at all. It was discovered by DEP, and in short order, we showed them what procedures will be put in place as a failsafe so this will not happen again. DEP was happy that the Township voluntarily established these protocols and agreed to reduce the fine. There were never any environmental violations, it was for paperwork and permit issues that the Township is being fined for.

MOTION was ADOPTED 13-0.

Item FC-05-071124:

Commissioner Winegrad made a MOTION, seconded by Commissioner Zappone to approve the May 2024 expenditures in the amount of $5,816,640.13 and salaries and wages in the amount of $3,433,831.42 and authorize the proper officials to sign and approve invoices and supporting documentation in payment of bills and contracts as they mature through the month of August 2024.

Roll call resulted in motion being passed 13-0. Commissioners Rothman and Browne were absent during roll call.

PUBLIC COMMENT:

Adele Kubel, resident, presented a petition for the Roslyn Library. She expressed concern about blight on Old York Road as it continues to be trashed by commercial businesses and apartment owners. And corporations and speculators are not held accountable for blight at Raymour & Flanigan. Also, there is trash in the garages owned by Abington Hospital and their parking lots are poorly maintained, and the homes surrounding the hospital are neglected. And she asked about the new Roychester playground.

Joe Rooney, resident, commented that tax bills were received today, and wouldn't it be great if we could pay them later and then be able to negotiate a reduced fine? Also, he thanked the Police Department and congratulated those who were recently promoted and retired, and they should be recognized tonight.

Carol Fulforth, resident, commented she is hopeful that we can talk and get these issues addressed.

Lora Lehmann, resident, expressed concern that massage parlors should not be getting a permit and a license to operate in the Township. And we need a place every month where we can meet with the Commissioners before the main meeting to ask questions about important matters.

Mr. Tobin commented that a lot of people want to be involved with the community, but they are frustrated as they feel they are not being heard and decisions should be made based on what the citizens want. These meetings should be a working session between the citizens and the Board.

ADJOURNMENT: 7:45 p.m.

Respectfully submitted,

Liz Vile, Minutes Secretary

The following resolutions were adopted by the Board of Commissioners on July 11, 2024:

Resolution No. 24-026
Resolution No. 24-027
Resolution No. 24-028

BOARD OF COMMISSIONERS REGULAR PUBLIC MEETING

AGENDA ITEM

August 8, 2024	BOC-01-080824	FISCAL IMPACT
DATE	*AGENDA ITEM NUMBER*	Cost > $10,000 Yes ☐ No ☐
Police		PUBLIC BID REQUIRED
DEPARTMENT		Cost > $20,100 Yes ☐ No ☐

AGENDA ITEM:

Traffic Safety Ordinance

EXECUTIVE SUMMARY:

Over the last several months the Traffic Safety Unit has received the following requests:

Add the following restrictions:

No Parking Here to Corner	Side	Location
Colonial Avenue	East	Radcliffe Avenue and a point 30' North
Colonial Avenue	East	Lafayette Avenue and a point 30' South

Name of Highway	Authorized Purpose of Vehicle	Location
Albright Avenue	Handicapped Parking	2217 Albright Avenue
Ardsley Avenue	Handicapped Parking	2549 Ardsley Avenue

Remove the following restrictions:

Name of Highway	Authorized Purpose of Vehicle	Location
Tyson Avenue	Handicapped Parking	1024 Tyson Avenue

PREVIOUS BOARD ACTIONS:

See previous ordinance No. 2176 to add Handicapped Parking.

RECOMMENDED BOARD ACTIONS:

Motion to advertise a Traffic Safety Ordinance amending Chapter 156-"Vehicles and Traffic," Article III - "Traffic Regulations," Section 25 - "Parking Prohibited at All Times; No Parking Between Signs; No Parking Here to Corner; Parking Prohibited Except Certain Hours; No Stopping or Standing"; and Section 28 - "Special Purpose Parking Zones" to add the following: No Parking Here to Corner signs on Colonial Avenue, East Side, at Radcliffe Avenue and a point 30' North and Colonial Avenue, East Side, at Lafayette Avenue and a point 30' South; and Handicapped Parking signs at 2217 Albright Avenue and 2549 Ardsley Avenue and; remove a Handicapped Parking sign at 1024 Tyson Avenue.

TOWNSHIP OF ABINGTON
MONTGOMERY COUNTY, PENNSYLVANIA

ORDINANCE NO. XXXX

AN ORDINANCE AMENDING
CHAPTER 156 – "VEHICLES AND TRAFFIC,"
ARTICLE III – "TRAFFIC REGULATIONS,"
SECTION 25 – "PARKING PROHIBITED AT ALL TIMES; NO PARKING BETWEEN SIGNS; NO PARKING HERE TO CORNER; PARKING PROHIBITED EXCEPT CERTAIN HOURS; NO STOPPING OR STANDING";
AND
SECTION 28 – "SPECIAL PURPOSE PARKING ZONES"

WHEREAS, the Township of Abington is a Township of the First Class, duly organized and existing pursuant to the applicable laws of the Commonwealth of Pennsylvania; and

WHEREAS, pursuant to section 1502.44 of the First Class Township Code of the Commonwealth of Pennsylvania, 53 P.S. §56544, the Board of Commissioners has the authority to enact and amend provisions of the Abington Township Code ("Code") at any time it deems necessary for the health, safety, morals, general welfare, cleanliness, beauty, convenience and comfort of the Township and the inhabitants thereof; and

WHEREAS, pursuant to section 1502.10 of the First Class Township Code of the Commonwealth of Pennsylvania, 53 P.S. §56510, the Board of Commissioners has the authority to take all needful means for securing the safety of persons or property within the Township; and

WHEREAS, pursuant to section 1502.49 of the First Class Township Code of the Commonwealth of Pennsylvania, 53 P.S. §56549, the Board of Commissioners has the authority to regulate traffic and parking; and

WHEREAS, the Board of Commissioners of the Township of Abington has determined that the Code of Ordinances of the Township of Abington shall be amended at Chapter 156 – "Vehicles and Traffic," Article III – "Parking Regulations," Section 25 – "Parking Prohibited at

All Times; No Parking Between Signs; No Parking Here to Corner, Parking Prohibited Except Certain Hours, No Stopping and Standing," and Section 28 – "Special Purpose Parking Zones," should be amended for the health, safety, morals, general welfare, cleanliness, beauty, convenience and comfort of the Township and the inhabitants thereof.

NOW, THEREFORE, the Board of Commissioners of the Township of Abington does hereby **ENACT** and **ORDAIN** as follows:

1. The Code of the Township of Abington is amended at Chapter 156 - "Vehicles and Traffic," Article III – "Parking Regulations," at Section 25 – "Parking Prohibited at All Times; No Parking Between Signs; No Parking Here to Corner, Parking Prohibited Except Certain Hours, No Stopping or Standing" to **add** the following restrictions:

No Parking Here to Corner	Side	Location
Colonial Avenue	East	Radcliffe Avenue and a point 30' North
Colonial Avenue	East	Lafayette Avenue and a point 30' South

2. Chapter 156 – "Vehicles and Traffic," Article III, "Parking Regulations," Section 28 – "Special Purpose Parking Zones" shall be amended to **add** the following restrictions:

Name of Highway	Authorized Purpose of Vehicle	Location
Albright Avenue	Handicapped Parking	2217 Albright Avenue
Ardsley Avenue	Handicapped Parking	2549 Ardsley Avenue

3. Chapter 156 – "Vehicles and Traffic," Article III, "Parking Regulations," Section 28 – "Special Purpose Parking Zones" shall be amended to **remove** the following restrictions:

Name of Highway	Authorized Purpose of Vehicle	Location
Tyson Avenue	Handicapped Parking	1024 Tyson Avenue

See previous ordinance No. 2176

4. All other ordinances, portions of ordinances, or any section of the Code inconsistent with this Ordinance are hereby repealed.

5. This Ordinance shall become effective five (5) days after enactment.

ORDAINED AND ENACTED this _____ day of _____, 2024.

TOWNSHIP OF ABINGTON
BOARD OF COMMISSIONERS

Attest:

_____ By: _____
Richard J. Manfredi, Thomas Hecker, President
Township Manager & Secretary

BOARD OF COMMISSIONERS REGULAR PUBLIC MEETING

AGENDA ITEM

August 8, 2024	BOC-02-080824	FISCAL IMPACT
DATE	*AGENDA ITEM NUMBER*	Cost > $10,000
		Yes ☐ No ☐
Police		PUBLIC BID REQUIRED
DEPARTMENT		Cost > $20,100
		Yes ☐ No ☐

AGENDA ITEM:

AXON Contract

EXECUTIVE SUMMARY:

For the past several years the Police Department has been using Benchmark as the vendor providing our personnel management and tracking software. This relates to capturing our Use of Force reports, Citizen Complaints, Early Warning System alerts, IA Investigations, etc. For several reasons, including the inability to develop in a timely manner the forms and processes needed, we are moving away from Benchmark. The Department researched various vendors and has determined that AXON provides the needed services with their "AXON Standards" product. In addition, the AXON Standards product integrates with other AXON technologies that he Department currently utilizes. AXON Standards was determined to be superior to others that we reviewed and the best fit for the needs of the Department.

PREVIOUS BOARD ACTIONS:

N/A

RECOMMENDED BOARD ACTIONS:

Motion to approve Axon Enterprises Contract for personnel accountability and management software for the Abington Township Police Department.

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-585708-45470.752JL

Issued: 06/27/2024

Quote Expiration: 08/01/2024

Estimated Contract Start Date: 01/01/2025

Account Number: 120233

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Abington Township Police Dept. - PA 1176 Old York Rd Abington, PA 19001-3731 USA	Abington Township Police Dept. - PA 1176 Old York Rd Abington PA 19001-3731 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Ava French Phone: Email: afrench@axon.com Fax:	Paul Welsh Phone: Email: pwelsh@abingtonpa.gov Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	$82,798.00
ESTIMATED TOTAL W/ TAX	$82,798.00

Discount Summary

Average Savings Per Year	$2,200.00
TOTAL SAVINGS	$11,000.00

Payment Summary

Date	Subtotal	Tax	Total
Dec 2024	$16,559.60	$0.00	$16,559.60
Dec 2025	$16,559.60	$0.00	$16,559.60
Dec 2026	$16,559.60	$0.00	$16,559.60
Dec 2027	$16,559.60	$0.00	$16,559.60
Dec 2028	$16,559.60	$0.00	$16,559.60
Total	**$82,798.00**	**$0.00**	**$82,798.00**

Quote Unbundled Price:	**$93,798.00**
Quote List Price:	**$93,798.00**
Quote Subtotal:	**$82,798.00**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
A la Carte Software									
73638	AXON STANDARDS - LICENSE	98	60		$10.85	$10.85	$63,798.00	$0.00	$63,798.00
A la Carte Services									
73896	AXON STANDARDS - IMPLEMENTATION SERVICE	1			$30,000.00	$19,000.00	$19,000.00	$0.00	$19,000.00
Total							**$82,798.00**	**$0.00**	**$82,798.00**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	73638	AXON STANDARDS - LICENSE	98	01/01/2025	12/31/2029

Services

Bundle	Item	Description	QTY
A la Carte	73896	AXON STANDARDS - IMPLEMENTATION SERVICE	1

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	1176 Old York Rd	Abington	PA	19001-3731	USA

Payment Details

Dec 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	73638	AXON STANDARDS - LICENSE	98	$12,759.60	$0.00	$12,759.60
Year 1	73896	AXON STANDARDS - IMPLEMENTATION SERVICE	1	$3,800.00	$0.00	$3,800.00
Total				**$16,559.60**	**$0.00**	**$16,559.60**

Dec 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	73638	AXON STANDARDS - LICENSE	98	$12,759.60	$0.00	$12,759.60
Year 2	73896	AXON STANDARDS - IMPLEMENTATION SERVICE	1	$3,800.00	$0.00	$3,800.00
Total				**$16,559.60**	**$0.00**	**$16,559.60**

Dec 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	73638	AXON STANDARDS - LICENSE	98	$12,759.60	$0.00	$12,759.60
Year 3	73896	AXON STANDARDS - IMPLEMENTATION SERVICE	1	$3,800.00	$0.00	$3,800.00
Total				**$16,559.60**	**$0.00**	**$16,559.60**

Dec 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	73638	AXON STANDARDS - LICENSE	98	$12,759.60	$0.00	$12,759.60
Year 4	73896	AXON STANDARDS - IMPLEMENTATION SERVICE	1	$3,800.00	$0.00	$3,800.00
Total				**$16,559.60**	**$0.00**	**$16,559.60**

Dec 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	73638	AXON STANDARDS - LICENSE	98	$12,759.60	$0.00	$12,759.60
Year 5	73896	AXON STANDARDS - IMPLEMENTATION SERVICE	1	$3,800.00	$0.00	$3,800.00
Total				**$16,559.60**	**$0.00**	**$16,559.60**

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at https://www.axon.com/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

6/27/2024



STATEMENT OF WORK FOR THE IMPLEMENTATION OF AXON STANDARDS FOR ABINGTON PD ("SOW")

Submitted By:

Axon Enterprise, Inc. (Axon)

17800 North 85th Street

Scottsdale, AZ 85255

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1. PROJECT OVERVIEW

Axon Standards is a cloud-native software solution provided as a SaaS subscription.

1.1 SOFTWARE

The software detailed in this SOW includes, but is not limited to, the listed functionality:

AXON STANDARDS	▸ Attachments ▸ Citizen Compliant ▸ Configurable Forms and Fields ▸ Early Intervention (EIS) ▸ Early Intervention (EIS) Analytics ▸ Internal Affairs Investigative Case Management	▸ Internal Compliant ▸ Redactions ▸ Restrictions ▸ Use of Force ▸ Use of Force Analytics ▸ Vehicle Collision ▸ Vehicle Pursuit

1.2 DEFINITIONS

TERM	DEFINITION
PARTIES	
Agency	Abington PD who is identified within this SOW
End-Users	Specific agency groups using the system
Professional Services	The services that Axon provides within the scope of this SOW
SYSTEMS	
Axon Systems	Software solutions and agency-specific integrations developed by Axon
CJIS	The Federal Bureau of Investigation's criminal justice information system
MDC	Mobile data computer – a device associated within a vehicle or other mobile unit
DataStore	The database Axon provides allowing the agency to query data
Product	The software solution being implemented as part of this SOW
Production Environment	The operational environment where the product is accessed

Training Environment	The pre-production environment where all Axon-specific development, configuration, FAT, UAT, and training take place
Service Portal	An online portal provided by Axon where issues identified are entered and triaged
PROJECT & MILESTONES	
Project	Scope of this SOW as defined by the work to be completed described herein
Project Change Order (PCO)	Change order form outlined in Attachment B to be executed between Axon and the agency if a material change in scope is required for this SOW
Milestone	Event that constitutes completion of work as listed in Attachment A
Milestone Completion Report	The report outlined in Attachment A to be executed at key milestones between agency and Axon to approve completion of project phases
Requirements Phase	Requirements gathering and confirmation occurs during this phase. Confirmed requirements feed the sprint phase, and sprints are designed around what can and cannot be accomplished given time and resource constraints on both Axon and the agency's sides.
Configuration Phase	Project phase encompassing iterative development through sprints. Integrations and workflows are developed and deployed during this phase. The agency forms are also configured during this phase.
Sprint	A period during the configuration phase of the project (typically 2-3 weeks) where specific pieces of functionality are built, configured, and delivered.
Sprint Review	Signifies the end of the sprint where Axon showcases what was built, configured, and delivered. These items are then deemed ready for FAT and UAT.
Go-Live	End-users are activated, and the agency is actively using the product
Cutover	Successful implementation of interfaces, data conversion, and NIBRS state and federal certification
Third-Party Products and Services	Software, hardware, and services that are not owned by Axon but are being provided by Axon for this project as listed in Attachment C
ACCEPTANCE	
Blocker	Issue impacting 50% or more users
Functional Acceptance Testing (FAT)	Testing the functionality of the system as configured for the agency
Integration Acceptance Testing	Scheduled events for testing of each integration point and associated functionality in collaboration with the agency and the agency's vendors
User Acceptance Testing (UAT)	Testing the functionality of the system as configured for the agency from an end-user's perspective

1.3 OUT OF PROJECT SCOPE

Axon is only responsible for performing the professional services described within this SOW. Any additional professional services that are not defined explicitly by this SOW shall be done so through a Project Change Order. The following are considered outside the scope of this project:

- Administration, management, or support of any internal city, county, state, federal, or agency IT network or infrastructure
- Changes made by the agency or the agency's vendors after the Interface Requirements Documentation has been accepted
- Third-party products and services costs related to the vendors or agency's side of the integration
- Changes made by the agency after configuration is complete

2. PROFESSIONAL SERVICES

2.1 GENERAL

The agency provides a master charge table that Axon loads. Axon provides the appropriate structure to the agency.

2.2 REPORTING AND DATASTORE

- Axon configures and make available to the agency a read-only MS SQL DataStore containing all field and form data from the Axon Suite that allows the agency to utilize available data for reporting and analytical purposes.
- Axon provides the agency with a data dictionary and/or other appropriate documentation.
- Axon provides the following analytics reports as part of the Standards system: Use of Force, Early Intervention (EIS)
- If Axon provides reports for specific purposes as indicated, it is the responsibility of the agency to maintain them after Go-Live.

2.3 READINESS

- Axon works in partnership with the agency to determine readiness by conducting functional testing and an end-to-end system review. The Axon program manager and the agency project manager work closely together to plan and execute readiness scenarios.
- Axon conducts functional acceptance testing via use cases approved by Axon and the agency.
- All issues discovered during and after training are entered into the service portal for triage and follow-up.

2.4 TRAINING

Axon works with the agency to identify the agency trainers receiving instruction on the Axon Records, Standards, and/or Dispatch products. Axon provides a training guide that outlines the covered topics, intended audience, facility needs, and duration of the training.

FORMAT

Axon provides the agency with all the necessary training materials and digital assets to facilitate any of the training formats listed below. Training sessions are conducted in an environment containing necessary configurations, forms, and workflows. Any additional training beyond the method described below is subject to adjustments in pricing. Contact your sales representative for more information.

It is the responsibility of the agency to deliver and update the training materials to include agency policies and procedures.

TRAIN THE TRAINER

Axon trains the agency's recommended users (no more than 12 depending on the size of the agency) in full system functionality. This is typically the agency's trainers, or training academy/FTO staff. The agency's trainers are responsible for training all agency end users. Axon provides all training materials for successful training and assists the agency's trainers in creating the course and training schedule.

SCHEDULE:

The training plan contains an agreed-upon schedule that makes efficient use of time and resources to avoid undue staffing impacts on the agency. Training sessions occur after the User Acceptance Testing has been successfully completed and documented.

- Training sessions provided by Axon are conducted on consecutive weekdays (Tuesday-Friday) during normal business hours (9am-6pm with an hour break in between sessions).
- Training sessions required past the agreed-upon schedule in the training plan, regardless of delivery method, are the responsibility of the agency, unless agreed upon previously by the project team and training team management.

2.5 GO-LIVE

Axon works in partnership with the agency to build, coordinate, and execute a Go-Live plan to ensure successful system acceptance. Axon coordinates the Go-Live event.

3. GIS

3.1 OVERVIEW

Axon incorporates a multi-tenant, Axon-hosted ArcGIS Enterprise instance for certain GIS functions along with our existing ArcGIS Online solution. This new infrastructure meets our customers' stringent requirements for high availability GIS data in mission-critical uses.

3.2 GIS TERMINOLOGY

- **Feature Layer:** A single map layer that can be created from a Map Service or Feature Service, ArcGIS Online or ArcGIS Enterprise portal items, or from an array of client-side features. The layer can be either a spatial (has geographic features) or non-spatial (table).

GIS FUNCTIONS	ARCHITECTURE	RATIONALE
VECTOR TILE MAPS	ArcGIS Online (Uses Axon-hosted as backup)	ArcGIS Online's AWS CloudFront architecture is fast and reliable
SATELLITE IMAGERY	ArcGIS Online	ArcGIS Online's AWS CloudFront architecture is fast and reliable
ROUTING SERVICE	Axon ArcGIS Enterprise	Axon routing service has higher availability and offers an SLA
ADDRESS SUGGESTION SERVICE	Axon ArcGIS Enterprise	Axon routing service has lower latency, higher availability, and offers an SLA
GEOLOCATION SERVICES	Axon ArcGIS Enterprise	Axon routing service has lower latency, higher availability, and offers an SLA
CUSTOMER FEATURE LAYERS	Axon's ArcGIS Online account	For customers without ArcGIS Online account, customer provides layer files to Axon, and Axon hosts in Axon's ArcGIS Online account, and owns and manages layer URL
	Customer ArcGIS Online account	Customer hosts (and controls) layer content in their own ArcGIS Online account, and provides layer URL and an Access Key to Axon
	Axon ArcGIS Enterprise (not supported yet)	Customers provides layer files to Axon, and Axon hosts layers in Axon's ArcGIS Enterprise deployment, and owns and

		manages layer URLs. Axon validates that the feature layer is safe to publish and optimized. See the guide on this feature for more details.
	Customer web server (not supported yet)	Customer hosts (and controls) layer content on their own web server, provides layer URL to Axon. Axon monitors customer web server to assess availability and make recommendation to customer about its suitability for hosting layers in mission critical applications like CAD and RMS.

- Geocoding: Also called address geocoding, this is the process of taking a text-based description of a location, such as an address or the name of a place, and returning geographic coordinates, frequently latitude/longitude pair, to identify a location on the Earth's surface.
- Reverse Geocoding: A process that converts geographic coordinates to a description of a location, usually the name of a place or an addressable location. Geocoding relies on a computer representation of address points, the street / road network, together with postal and administrative boundaries.
- Routing: Routing services allow you to perform several types of spatial analysis on transportation networks, such as finding the best route across a city, finding the closest emergency vehicle or facility, identifying a service area around a location, or servicing a set of orders with a fleet of vehicles.
- Basemaps: Serves as a reference map on which you overlay data from layers and visualize geographic information. An individual basemap can be made of multiple feature, raster, or web layers.
- Geocoder: A web service which provides geocoding information. Customers can define their own and expose them as APIs.

3.3 AXON GIS COMPONENTS AND ARCHITECTURE

The ArcGIS Online service does not offer an SLA for many of their components. Because ArcGIS Online does not offer an SLA, Axon cannot ensure consistent performance if an agency opts to use ArcGIS Online for any of its GIS services.

The exception to this is the ArcGIS Online Map Tiles and Satellite Imagery, which are static assets hosted on reliable modern Content Delivery Networks (CDN) by ESRI. By leveraging their CDN-hosted assets, map render time and performance are dramatically improved. However, in the unlikely event that ArcGIS Online map tiles become unavailable, Axon has the ability to switch to a backup copy running on Axon's servers. Due to the massive size of satellite imagery, Axon currently does not offer a backup copy of the satellite imagery at this time but may consider this for future requests.

When accessing Map Tiles and Satellite Imagery, no customer data (such as addresses or GPS coordinates) are sent to 3rd party services.

3.4 GIS REQUEST FLOW

For Axon to host your feature layers in our ArcGIS Online account, we require two key items:

- A complete set of layer configuration files for each layer as enumerated below, with all files for all layers bundled into a single .zip file
- The numbered list describing the stacking order in which the layers should be applied when selected by end users file requirements for Layer Configuration
- Agencies requiring Axon to host their feature layers must send layer files to their Axon representative in a single .zip file with optional internal folder structure. For each layer, agencies should include files as follows:

3.5 GIS REQUIRED LAYERS

- Shapefile (.shp extension) to represent spatial vector data, including points, lines, and polygons in a map
- Index File (.shx extension) to represent shape index position
- dBASE File (.dbf extension) to store attribute data and object IDs

3.6 GIS OPTIONAL LAYERS

- Projection File (.prj extension) to specify the metadata associated with the shapefiles coordinate and projection system
- XML Metadata File (.xml extension) to represent the metadata associated with the shapefile
- Spatial Index File (.sbn extension) to optimize and speed up spatial queries, used with .sbx files
- Spatial Index File (.sbx extension) to optimize and speed up spatial queries, used with .sbn files
- Code Page File (.cpg extension) to describe the encoding applied to create the shapefile

3.7 GIS LAYER EXAMPLES

HighwayExits.cpg	5 bytes	TextEdit
HighwayExits.dbf	77 KB	TextEdit
HighwayExits.prj	567 bytes	Document
HighwayExits.sbn	2 KB	Document
HighwayExits.sbx	204 bytes	Document
HighwayExits.shp	5 KB	ESRI S...cument
HighwayExits.shp.xml	12 KB	XML
HighwayExits.shx	2 KB	Document

4. PROJECT MANAGEMENT

4.1 MANAGEMENT RESOURCES

Both parties assign a project manager to ensure completion of deliverables.

Axon's project manager ensures all team members from Axon and the agency are continually updated on the status of the project.

4.2 REQUIREMENTS PLANNING

All project requirements are documented during the kick-off and discovery phases of the project.

Once the agency and Axon agree on all requirements, Axon's project manager works with the agency's project manager to develop a project plan for Axon's implementation.

4.3 CHANGE CONTROL

If any changes in the project cause a material increase or decrease in fees, as determined by Axon, an adjustment in the fees will be agreed upon between the agency and Axon. All PCO forms must be approved and signed by the agency authority (Attachment B).

The agency acknowledges a proposed change request might have an impact on both scheduling and cost for the project that will be outlined in the PCO form.

4.4 PROJECT METHODOLOGY

Axon utilizes a hybrid approach to project management, utilizing aspects of both Agile and Waterfall methodologies. We use Waterfall for the overall project, with respect to major milestones. We utilize Agile during the configuration and build phases of the project.

4.5 MILESTONE COMPLETION REPORT (MCR)

Axon submits an MCR to the agency for approval upon completion of a milestone. Milestone Completion Report included (Attachment A).

Upon receiving an MCR, the agency has 14 calendar days to approve the milestone completion. If the agency has issues related to the milestone completion, the expectation is that the agency responds in writing to

Axon with any issues related to the MCR within the 14 calendar-day window.

5. AGENCY COMMITMENTS

- Ensure the reasonable availability for meetings, phone or email of knowledgeable staff and personnel to provide timely and accurate documentation and information to Axon.
- Identify holidays, non-workdays, or major events that may impact the project.
- Ensure agency desktop, mobile systems, and devices can access the product.
- Make available relevant systems if needed for assessment by Axon (including making these systems available to Axon via remote access, if possible).
- Provide Axon with remote access to the agency's Axon Evidence account when required.
- The agency agrees to pay for licenses upon completion of Go-Live.

6. SUPPORT

- Axon provides updates and enhancements to the product, which the agency automatically receives. Some features require you to notify support, so please review our monthly release notes.
- Axon provides the agency's end users with access to the help.axon.com support portal for self-service support.
- Following final acceptance, the agency utilizes Axon support via my.axon.com and the support portal for any further modifications to the product.
- For urgent technical support assistance, the agency may contact a technical support representative at 800-978-2737. Phone support is available 24/7.

7. TERMS AND CONDITIONS

This SOW is governed by the master services and purchasing agreement executed by the parties:

AXON ENTERPRISE, INC.	AGENCY
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
	Agency Name: _____

ATTACHMENT A – MILESTONE COMPLETION REPORT (MCR)

By signing for the items in this Milestone Completion Report, I agree that Axon's Professional Services Organization has reached the following milestone(s) for the project agreed upon in the SOW between Axon and Abington PD:

- ☐ Project kick-off
- ☐ Requirements completion
- ☐ Functional review and completion of configuration
- ☐ User acceptance testing
- ☐ Completion of agency training
- ☐ Go-Live
- ☐ Final acceptance

Date services were completed on: _____ day of _____, 20___

Signature: _____

Signature Date: _____

Printed Name: _____

Title: _____

Email: _____

Agency Name: _____

SAMPLE

ATTACHMENT B – PROJECT CHANGE ORDER

Date:
Description of change to Axon product or service:
Justification for change:
Effects on schedule:
Effect on project pricing (attach quote for reduction or increase in costs):

AXON ENTERPRISE, INC.	AGENCY
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
	Agency Name: _____

SAMPLE

BOARD OF COMMISSIONERS REGULAR PUBLIC MEETING

AGENDA ITEM

August 8, 2024	BOC-03-080824	FISCAL IMPACT
DATE	*AGENDA ITEM NUMBER*	Cost > $10,000
		Yes ☐ No ☐
Public Works		PUBLIC BID REQUIRED
DEPARTMENT		Cost > $20,100
		Yes ☐ No ☐

AGENDA ITEM:

2022 Traffic Signal Technologies Grant

EXECUTIVE SUMMARY:

This to the award the contract for the Old York Road Signal Communications Upgrades Project primarily funded through the 2022 Traffic Signal Technologies (TST) Grant from PennDOT. The project includes the upgrading and installation of communication equipment along 13 intersections on the Old York Road corridor and two intersections on the Old Wels Road corridor for enhanced signal control and communication with PennDOT. This project will enhance traffic flow through signal optimization.

Intersections include:
Old York Road and Rodman Avenue
Old York Road and Baeder Road/Hilltop Road
Old York Road and Harte Road/The Fairway
Old York Road and Rydal Way/Abington Library
Old York Road and Susquehanna Road
Old York Road and Horace Avenue
Old York Road and Woodland Road
Old York Road and Keith Road
Old York Road and Rockwell Road
Old York Road and London Road
Old York Road and Wheatsheaf Lane
Old York Road and Old Welsh Road

Old York Road and Moreland Road
Old Welsh Road and Rockwell Road
Old Welsh Road and Easton Road

PREVIOUS BOARD ACTIONS:

N/A

RECOMMENDED BOARD ACTIONS:

Motion to award the traffic signal technologies bid to Armour and Sons in the amount of $367,144 and authorize the Township Manager to execute the contract.

2500 East High Street, Suite 650, Pottstown, PA 19464
610.326.3100 | INFO@TPDINC.COM
WWW.TPDINC.COM

July 16, 2024

Ms. Ashley McIlvaine

Abington Township
1176 Old York Road
Abington, PA 19001

RE: Bid Award Recommendation

611 TST Grant

Abington Township, Montgomery

TPD No. ABTO.00041

TPD Federal ID Number: 23-2557966

Dear Ashley:

TPD recommends proceeding with award of the 611 TST Grant project to Armour and Sons Electric, Inc. based on the bid submitted dated July 9, 2024.

Sincerely,



Vince DeFlavia, P.E.
Project Manager
TPD, INC.
VDEFLAVIA@TPDINC.COM

CC: Kyle Miller, TPD, Inc.

Bidding and Contract Documents For Old York Road Signal Communication Upgrades Project

Abington Township
Montgomery County, PA

June 6, 2024

Prepared By
Traffic Planning and Design, Inc.
2500 E. High Street
Suite 650
Pottstown, PA 19464
Tel (610) 326-3100
Fax (610) 326-9410

Old York Road Signal Communication Upgrades Project

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- RCO Certification Form
- Ordinance No. 2193 Establishing Procedures for Certification of Responsible Contractors Requirements
- CS-4171 Form

Abington Township
Montgomery County, Pennsylvania
Old York Road Signal Communication Upgrades Project

Advertisement for Bids

Abington Township will receive **sealed bids** for the Abington Township Old York Road Signal Communication Upgrades Project. The scope of work generally includes signal communication upgrades. Bids will be submitted on https://pennbid.bonfirehub.com/ and will remain open until **July 9, 2024 at 9:00 AM.** Bids will be opened, and summary of the results will be made public after Bids are due. Bids will have a tentative award date of **August 8, 2024.** Faxed bids will not be accepted.

This project is subject to the Abington Township Responsible Contractor Ordinance, Ord. No. 2193. RCO qualification documentation is due by **Monday**, **June 24, 2024.** Please submit RCO Certification Form to the Township to the attention of Ashley McIlvaine, Assistant Manager, via E-Mail to amcilvaine@AbingtonPA.gov. Please DO NOT submit Certification Form through PennBid. Additional information can be found in the Instructions to Bidders, Article 3 – Qualification of Bidders.

The work indicated will be at a minimum, partially funded via Traffic Signal Technologies (TST) grant from the Commonwealth of Pennsylvania, Department of Transportation (PennDOT). The bidding process, contract, and conduct of the work must meet the requirements of the TST grant agreements, which has been entered into by Abington Township, and the Commonwealth of Pennsylvania. The agreements obligates Abington Township to certain compliance requirements. If said compliance requirements are not followed, funding for the project will be at risk. Bidder's attention is directed to the Technical Specifications Section of the bid package, which contains the TST Reimbursement Agreements and related Additional Special Provisions as an attachment. These documents outline the specific requirements of the TST program. Submission of a bid for this Project will be considered the Contractors acknowledgement of these requirements and commitment to adhere to the same.

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

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

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

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

Abington Township Manager

Abington Township
Montgomery County, Pennsylvania
Old York Road Signal Communication Upgrades Project

Please send invoice and proof of publication to:

Richard Manfredi
Abington Township
1176 Old York Road
Abington, PA 19001
267-536-1000

INSTRUCTIONS TO BIDDERS

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ARTICLE 1 – DEFINED TERMS

1.01 Terms used in these Instructions to Bidders have the meanings indicated in the Contract for Construction of a Small Project (Contract). Additional terms used in these Instructions to Bidders have the meanings indicated below:

A. *Issuing Office*— Traffic Planning and Design, Inc., 2500 E. High Street, Suite 650, Pottstown, PA 19464, Telephone (610) 326-3100.

B. *Owner*— Nether Providence Township, 214 Sykes Lane, Wallingford, PA 19460, 610-566-4516.

C. *Engineer*— Traffic Planning and Design, Inc., 2500 E. High Street, Suite 650, Pottstown, PA 19464, Telephone (610) 326-3100.

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

2.01 Complete sets of the Bidding Documents may be obtained from the https://pennbid.bonfirehub.com/ as stated in the advertisement or invitation to bid.

2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.03 Owner and Engineer, in making Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

3.01 To demonstrate their qualifications for the Project, each Bidder must submit written evidence of the financial datea, previous experience and evidence of authority to conduct business in the jurisdiction where the Project is located, in the Statement of Bidders Qualifications. The contractor shall complete the Contractors Responsibility Certification Form provided, and shall submit the form to the Township, to the attention of Ashley McIlvaine, Assistant Manager, via E-mail to amcilvaine@AbingtonPA.gov no later than fourteen (14) days prior to the bid opening date, together with all documentation required by section 4 of ordinance 2193, a copy of which is provided, in order to be pre-qualified before submitting a bid.

Specifically, each Certification form shall be accompanied by a list of all trades or classifications of craft employees it will employ on the project and the names and addresses of all approved apprenticeship programs relating to craft personnel utilized on the project. These requirements apply to all proposed subcontractors. Accordingly, prime contract bidders, once pre-qualified, are required to identify all subcontractors in advance in order to obtain the subcontractors' certifications and supporting documentation, as outlined herein and in the Ordinance. Prime contractors are strongly encouraged to submit same at the time their bids are submitted. Upon issuance of a Notice of Intent to Award the contract, the proposed successful bidder will have only fourteen (14) days to submit the required documentation for subcontractors; failure to meet that deadline will result in the bidder being disqualified.

The Township will notify the prime contractor within seven (7) days of receipt of the contractor's pre-qualification submission, of the determination of the contractor's qualifications to submit a bid. **Failure of the prime contractor to submit the required Certification Form and supporting documentation, as required for pre-qualification, will automatically disqualify any firm from submitting a bid.**

3.02 All bidders must be PennDOT pre-qualified in order to submit a bid. To demonstrate Bidder's qualifications to perform the Work, **Bidder shall submit with its Bid a copy of their ECMS PennDOT Approved Pre-Qualification Summary Page for the Prime Contractor and all Subcontractors.**

3.03 The Owner will only accept bids from contractors who are PennDOT prequalified on the date of the bid opening, as specified in PennDOT Publication 408, Section 102.01, and who bid for work which, based on their available financial capacity and approved work classification codes, does not exceed their prequalification eligibility. Prequalification eligibility with regard to work classification will be determined using the applicable Work Classification Code(s) shown on the Bid Form Attachment listing beside the corresponding contract item number. If a bid item has multiple Work Classification Codes, the bidder must be prequalified for only one of the Codes listed.

3.04 In accordance with the provisions of 67 Pa Code 457.5(d), a prequalified contractor is: "eligible to bid on projects in which the types of work for which he is classified constitute at least 50% of the project." Items of work that are coded X or ZZ on the bid package Design Items will be excluded from the total bid price when determining compliance with the 50% requirement. Only the classification codes listed in the bid package Design Items will be credited towards meeting the 50% requirement. To determine compliance with the 50% requirement, all bidders will be credited for the Q and Z items. For lump sum contract items requiring a Component Item Schedule (CIS), neither the work code classifications for component items on the CIS nor the component item dollar values submitted by the contractor on the CIS will be considered in evaluating compliance with the 50% requirement.

3.05 In accordance with the provisions of 67 Pa Code 457.8(b): "...the types of work on which the contractor has been classified and eligible to bid on do not constitute over 50% of the total bid price, the bid will be excluded and rejected."

3.06 With regard to available financial capacity, prequalification eligibility will be determined by ensuring that the bidder's current maximum financial capacity exceed the total amount of the bid, less any credit for subletting as specified in PennDOT Publication 408, Section 108.01(a), plus the total amount of all uncompleted work a bidder has under contract at the time of bid opening.

3.07 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.

3.08 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

3.09 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

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

4.01 *Site and Other Areas*

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

4.02 *Existing Site Conditions*

A. Subsurface and Physical Conditions; Hazardous Environmental Conditions

1. There are:

a. Not Applicable

2. There are no:

a. Geotechnical Reports

b. Reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site.

c. Drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).

d. Reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.

B. Underground Facilities: Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site are set forth in the Contract Documents and are based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.

4.03 *Site Visit and Testing by Bidders*

A. Bidder shall conduct the required Site visit during normal working hours and shall not disturb any ongoing operations at the Site.

B. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.

C. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site.

D. Bidder shall comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.

E. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

4.04 *Other Work at the Site*

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

ARTICLE 5 – BIDDER'S REPRESENTATIONS

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

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

A. examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents;

B. visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;

C. become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work;

D. consider the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; and the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs;

E. agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;

F. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;

G. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder;

H. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and

I. Agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without

exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 6 – PRE-BID CONFERENCE

6.01 A pre-bid conference will not be held.

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

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

7.02 Addenda may be issued to clarify, correct, supplement, or change the Bidding Documents.

ARTICLE 8 – BID SECURITY

8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of **10%** percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a certified check, bank money order, or a Bid bond (on the form included in the Bidding Documents) issued by a surety.

8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults.

8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.

8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within seven days after the Bid opening.

ARTICLE 9 – CONTRACT TIMES

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

ARTICLE 10 – LIQUIDATED DAMAGES

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

ARTICLE 11 – SUBSTITUTE AND "OR-EQUAL" ITEMS

11.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or "or-equal" items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or "or-equal" item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.

11.02 All prices that Bidder sets forth in its Bid shall be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of "or-equal" or substitution requests are made at Bidder's sole risk.

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS

12.01 A Bidder shall be prepared to retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of the Work if required by the Bidding Documents (most commonly in the Specifications) to do so. If a prospective Bidder objects to retaining any such Subcontractor, Supplier, or other individual or entity, and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.

12.02 Subsequent to the submittal of the Bid, Owner may not require the Successful Bidder or Contractor to retain any Subcontractor, Supplier, or other individual or entity against which Contractor has reasonable objection.

12.03 The apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of the Subcontractors or Suppliers proposed for any portion of the Work. If requested by Owner, such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, or other individual or entity. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder shall submit a substitute, Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.

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

12.05 Subcontractors, Suppliers, individuals, and entities involved in the work for this project must be PennDOT prequalified.

ARTICLE 13 – PREPARATION OF BID

13.01 The Bid Form is available via PennBid's "Bid" tab.

A. A Bid price shall be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed.

B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words "No Bid" or "Not Applicable."

13.02 A Bid by a corporation shall be submitted in the corporate name by a corporate officer

13.03 A Bid by a limited liability company shall be submitted in the name of the firm by a member or other authorized person and accompanied by evidence of authority to submit.

13.04 A Bid by an individual shall show the Bidder's name and official address.

13.05 A Bid by a joint venture shall be submitted by an authorized representative.

13.06 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.

13.07 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

13.08 The proposal of a Bidder or Bidders who engage in collusive bidding shall be rejected. Bidders who submit more than one proposal in such a manner as to make it appear that the proposals submitted are on a competitive basis from different parties shall be considered a collusive Bidder. Owner may reject the bid proposals of any collusive Bidder upon bid opening.

ARTICLE 14 – BASIS OF BID

14.01 *Unit Price*

A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.

B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity" (which Owner or its representative has set forth in the Bid Form) for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with the following bullet points:

1. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Contract.

2. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.

3. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

4. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.

5. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:

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

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

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

ARTICLE 15 – SUBMITTAL OF BID

15.01 The Bid Form is to be completed and submitted online via the https://pennbid.bonfirehub.com/ with the Bid security and the other documents required to be submitted under the terms of Article 7 of the Bid Form.

15.02 A Bid shall be received no later than the date and time online as prescribed in the advertisement or invitation to bid and shall be accompanied by the Bid security and other required documents.

ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

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

16.02 Prior to the Bid Due Date and Time, a Bid may be modified and resubmitted at any time.

ARTICLE 17 – OPENING OF BIDS

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

ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

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

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the Owner will reject the Bid as nonresponsive; provided that Owner also reserves the right to waive all minor informalities not involving price, time, or changes in the Work.

19.02 If Owner awards the contract for the Work, such award shall be to the responsible Bidder submitting the lowest responsive Bid.

19.03 Evaluation of Bids

A. *In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.*

B. *For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.*

19.04 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.

19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

ARTICLE 20 – BONDS AND INSURANCE

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

ARTICLE 21 – SIGNING OF CONTRACT

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

Owner shall deliver one fully executed counterpart of the Contract to Successful Bidder, together with printed and electronic copies of the Contract Documents.

ARTICLE 22 – PREVALING WAGES

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

ARTICLE 23 – RETAINAGE

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

ARTICLE 24 – TRAFFIC SIGNALS TECHNOLOGIES GRANT

The Bidder acknowledges that Owner has received funding assistance for this Project in the form of a Traffic Signal technologies Grant from the Commonwealth of Pennsylvania (the "Commonwealth"), Pennsylvania Department of Transportation (PennDOT) acting through the Commonwealth of Pennsylvania, (the "Grantor"), and Abington Township (the "Grantee"). A TST Agreement Draft document will be attached to the bid. Depending on the timing of the project, a fully executed MTF Agreement Document may or may not be included with these Contract Documents. However, the sponsor cannot issue a Notice to Proceed until a fully executed TST agreement is issued with the Commonwealth of Pennsylvania. The Contractor, therefore, understands and agrees that the Contractor may be required to submit additional information or documentation and may be required to adhere to additional criteria necessary to satisfy the funding requirements, which shall include but not be limited to the Nondiscrimination / Sexual Harassment Provisions, Compliance with the State Contractor Responsibility Program, Compliance with Anti-Pollution Regulations, Contractor Integrity Provisions, Compliance with the Prohibition of Illegal Alien Labor on Assisted Projects Act, Offset Provisions, Provisions Concerning the Americans with Disabilities Act, Central Contractor Registration, and the Automated Clearing House Provision.

BID FORM ATTACHMENT

PROJECT: **Old York Road Signal Communication Upgrades Project**
MUNICIPALITY: Abington Township, Montgomery County, PA
TPD JOB# ABTO.00041
PLAN TITLE: Old York Road Signal Communication Upgrades Project Project
PLAN DATE: Engineer Signed 2/5/24 - Municipal Offical Signed 5/10/2024
ROAD(S): Old York Road
DESCRIPTION OF WORK: Signal communication upgrades

Column1	Column2	Column3	Column4	Column5	Column6
EITHER / AND / OR	ITEM NO.	DESCRIPTION	UNITS	WC	QUANTITIES
	0608-0001	MOBILIZATION	LS	X	1.00
	0901-0001	MAINTENANCE AND PROTECTION OF TRAFFIC *	LS	Q	1.00
	0952-1072	ADVANCED TRANSPORTATION CONROLLER UNIT	EA	P	14.00
	0952-3002	CONTROLLER MODIFICATION	EA	P	15.00
	4953-0408	WIRELESS BROADBAND COMMUNICATIONS SYSTEM *	LS	P	1.00
	0953-0601	MANAGED NETWORK SWITCH, FIELD SWITCH TYPE B	EA	P	15.00
	0953-0803	UNIFIED COMMAND AND CONTROL INTEGRATION	LS	P	1.00
	9000-0001	WOODEN UTILITY POLE ASSEMBLY *	EA	P	5.00
Old York Road Signal Communication Upgrades Project --- TOTAL					
Footnotes:					
Contractor is responsible for obtaining and providing Unit Prices that reflects the requirement of Prevailing Wage Rates.					
*** Denotes Special Provision**					

BID FORM

OLD YORK ROAD SIGNAL COMMUNICATION UPGRADES PROJECT

Bidder Name: _____

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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

https://pennbid.bonfirehub.com/

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

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

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

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

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance

of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents and confirms that the written resolution thereof by Engineer is acceptable to Bidder.

I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.

J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

K. The Contractor will comply with all requirements of the laws and implementing regulations of the Commonwealth of Pennsylvania and the United States relating to human relations, equal opportunity and non-discrimination in employment, and will pay to workmen employed in the performance of the contract the wages to which they may be entitled.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

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

ARTICLE 5 – BASIS OF BID

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

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

Total of Lump Sum and Unit Price Bids:

Total Base Bid Total $ _____

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.08 of the Contract for Small Projects on or before the dates or within the number of calendar days indicated in the Contract for Small Projects.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

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

ARTICLE 8 – DEFINED TERMS

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

ARTICLE 9 – BID SUBMITTAL

BIDDER hereby submits this Bid as set forth above:

Bidder: _____

(typed or printed name of organization) _____

By: _____

(individual's signature)

Name: _____

(typed or printed)

Title: _____

Date: _____

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

Attest: _____

(individual's signature)

Name: _____

(typed or printed)

Title: _____

BID BOND (PENAL SUM FORM)

Bidder Name: Address *(principal place of business)*:	**Surety** Name: Address *(principal place of business)*:
Owner Name: **Abington Township** Address *(principal place of business)*: 1176 Old York Road Abington, PA 19001 267-536-1000	**Bid** Project: Abington Township – Old York Road Signal Communication Upgrades Project, Montgomery County, PA Bid Due Date:
Bond Penal Sum: Date of Bond:	Description: Abington Township – Old York Road Signal Communication Upgrades Project, Montgomery County, PA

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

Bidder	Surety
_____ *(Full formal name of Bidder)*	_____ *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature) (Attach Power of Attorney)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title:	Title:

Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.

EJCDC® C-430, Bid Bond (Penal Sum Form).
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1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

3.2 All Bids are rejected by Owner, or

3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety.

7. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working and within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. The law controlling the interpretation or enforcement of this Bond shall be Pennsylvania Law. If the provisions of this Article are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

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11. The term “Bid” as used herein includes a Bid, offer, or proposal as applicable.

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ANTI-COLLUSION AFFIDAVIT

County _____

Municipality _____

Project Number _____

State of _____ Fed. Project No. _____
(If Applicable)

County of _____

The undersigned deponent deposes and says that he is the _____

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

_____
(Contractor)

BY

_____

Sworn to and subscribed before me the undersigned notary public this

_____ **day of** _____, _____.

_____
Notary Public

My Commission expires _____

AFFIDAVIT RE
ACCEPTING PROVISIONS OF THE WORKMEN'S COMPENSATION ACT

State of)
)
)ss:
)
County of)

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

_____
(TYPE OR PRINT) CONTRACTOR

BY _____
SIGNATURE

Sworn to and subscribed before me this _____day of_____ A.D. 20___.

_____
SIGNATURE

_____
My Commission Expires (DATE)

PREVAILING WAGE COMPLIANCE DECLARATION

The Contractor hereby agrees to comply in all respect with the Pennsylvania Prevailing Wage Act 442 as amended. A copy of the prevailing wage rates pertaining to the work and issued by the Pennsylvania Department of Labor and Industry entitled, "Prevailing Wage Rate Predetermination," is on file in the County's office or is included herein or may be obtained from the Pennsylvania Department of Labor and Industry. Workers shall be paid not less than the prevailing wage rate. In the event it is found that any worker employed by the Contractor or any Subcontractor covered by the contract herein has been paid a rate of wages less than the prevailing rate required to be paid by such contract, **Abington Township** may terminate the Contractor's or Subcontractor's right to proceed with the work or such part of the work as to which there has been a failure to pay required wages and to prosecute the work to completion or otherwise. The Contractor and his sureties shall be liable to **Abington Township** for any excess costs occasioned thereby.

Before final payment is made by or on behalf of **Abington Township** of any sum or sums due to the work, the Contractor or Subcontractor shall file with **Abington Township**, written statements in form satisfactory to the commissioner of Labor and Industry certifying to the amounts then due and owing from such contractor or subcontractor filing such statement to any and all workmen for wages due on account of the work, setting forth therein the names of the persons whose wages are unpaid and the amount due to each respectively which statement shall be certified by the oath of the Contractor or Subcontractor as the case may be in accordance with the said Pennsylvania Prevailing Wage Act.

The prevailing wage rate shall be determined by the Commissioner of Labor and Industry or his duly authorized deputy or representative.

The undersigned is an (individual) (partnership) (corporation) under the Laws of the State of

_____ having principal offices at:

BIDDER: _____

SIGNATURE: _____

NAME:_____

TITLE: _____

DATE: _____

PENNSYLVANIA PREVAILING WAGE ACT

Act of Aug. 15, 1961, P.L. 987, No. 442 **Cl. 43**

AN ACT

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

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

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

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

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

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

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

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

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

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

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

(5) "Public work" means construction, reconstruction, demolition, alteration and/or repair work other than maintenance work, done under contract and paid for in whole or in part out of the funds of a public body where the estimated cost of the total project is in excess of twenty-five thousand dollars ($25,000), but shall not include work performed under a rehabilitation or manpower training program. ((5) amended Aug. 9, 1963, P.L.653, No.342)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONSENT OF SURETY

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

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

BY: _____

NAME: _____
Attorney-in-Fact

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

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
☐ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	☐ a. bid/offer/application b. initial award c. post-award	☐ a. initial filing b. material change **For Material Change Only:** year _____ quarter _____ date of last report _____

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

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizationallevel below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

HOLD HARMLESS CLAUSE

The Contractor shall release, indemnify and hold harmless **Abington Township**, its Engineer(s), officers, elected officials, agents, representatives, and employees acting within the scope of their official duties from and against any and all damages, costs, expenses (including but not limited to reasonable attorney fees), losses, claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description brought against or recoverable from **Abington Township** and its Engineer(s) by reason of any act, omission, error or willful misconduct of the Contractor, its agents, employees, sub-contractors, assigns, and any entity acting in the contractor's behalf and on the Contractor's direction in the execution of the work or in consequence of any negligence or carelessness connected with the execution of any work and any activities directly or indirectly incidental thereto. This specifically includes but is not limited to any negligence or carelessness of the contractor in failing to review all plans, specifications, and other documents published by **Abington Township** in connection with the preparation and award of the contract.

The Contractor shall assume all risk and bear any loss or injury to the property or any person which is caused by the negligence of the contractor including but not limited to his/her negligent failure to notify the **Abington Township** of any dangerous condition requiring **Abington Township's** action, during the period including periods when the contractor is not present on the site but during the progress of work provided for in the contract until the same shall have been completed and accepted. The contractor shall also assume all responsibility for any and all loss by reason of the contractor's negligence or violation of any local, state or federal law, regulation, practice, or order. The Contractor shall give to **Abington Township** authorities and all other appropriate authorities all required notices relating to the work for which the contract was let including all notices of any dangerous conditions.

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

The contractor, in executing this Agreement, represents to **Abington Township** that the contents of this hold harmless clause has been communicated to any subcontractors or employees and that this representation is made in behalf of both him/herself and all persons or organizations acting in the contractors' behalf including any subcontractors.

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

ATTEST:

_____
Name of Contractor

_____ _____
Witness Signature

_____ _____
Please Print Name Please Print Name

COMMONWEALTH OF PENNSYLVANIA

PUBLIC WORKS EMPLOYMENT VERIFICATION FORM

Date _____

Business or Organization Name (Employer)_____

Address _____

City _____ **State**_____ **Zip Code** _____

☐ **Contractor** ☐ {dzōŏ2yúNl-ŏű2N óŏKŜŏ] 2yŜú

Contracting Public Body _____

Contract/Project No _____

Project Description _____

Project Location _____

As a contractor/subcontractor for the above referenced public works contract, I hereby affirm that as of the above date, our company is in compliance with the Public Works Employment Verification Act ('the Act') through utilization of the federal E-Verify Program (EVP) operated by the United States Department of Homeland Security. To the best of my/our knowledge, all employees hired post January 1, 2013 are authorized to work in the United States.

It is also agreed to that all public works contractors/subcontractors will utilize the federal EVP to verify the employment eligibility of each new hire within five (5) business days of the employee start date throughout the duration of the public works contract. Documentation confirming the use of the federal EVP upon each new hire shall be maintained in the event of an investigation or audit.

I, _____, authorized representative of the company above, attest that the information contained in this verification form is true and correct and understand that the submission of false or misleading information in connection with the above verification shall be subject to sanctions provided by law.

_____

Authorized Representative Signature

NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE [Grants]

The Grantee agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the grant agreement or any subgrant agreement, contract, or subcontract, the Grantee, a subgrantee, a contractor, a subcontractor, or any person acting on behalf of the Grantee shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws, against any citizen of this commonwealth who is qualified and available to perform the work to which the employment relates.

2. The Grantee, any subgrantee, contractor or any subcontractor or any person on their behalf shall not in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any of its employees.

3. Neither the Grantee nor any subgrantee nor any contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under the grant agreement, subgrant agreement, contract or subcontract.

4. Neither the Grantee nor any subgrantee nor any contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the *Public Employee Relations Act*, *Pennsylvania Labor Relations Act* or *National Labor Relations Act*, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.

5. The Grantee, any subgrantee, contractor or any subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the grant services are performed shall satisfy this requirement for employees with an established work site.

6. The Grantee, any subgrantee, contractor or any subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against any subgrantee, contractor, subcontractor or supplier who is qualified to perform the work to which the grant relates.

7. The Grantee and each subgrantee, contractor and subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Grantee and each subgrantee, contractor and subcontractor further

represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers' subject to *Title VII* of the *Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Grantee, any subgrantee, any contractor or any subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the granting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for the purpose of ascertaining compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause.

8. The Grantee, any subgrantee, contractor or any subcontractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subgrant agreement, contract or subcontract so that those provisions applicable to subgrantees, contractors or subcontractors will be binding upon each subgrantee, contractor or subcontractor.

9. The Granter's and each subgrantee's, contractor's and subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the grant agreement through the termination date thereof. Accordingly, the Grantee and each subgrantee, contractor and subcontractor shall have an obligation to inform the commonwealth if, at any time during the term of the grant agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.

10. The commonwealth may cancel or terminate the grant agreement and all money due or to become due under the grant agreement may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee, subgrantee, contractor, or subcontractor in the Contractor Responsibility File.

Based on Management Directive 215.16 Amended (8/2/18)

_____

Signed

CONTRACT FOR CONSTRUCTION OF A SMALL PROJECT

This Contract is by and between Abington Township (Owner) and

(Contractor).

Owner and Contractor hereby agree as follows:

ARTICLE 1 - THE WORK

1.01 Work

A. Work includes all labor, materials, equipment, services, and documentation necessary to construct the Project defined herein. The Work may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

B. The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Project is generally described as follows:

1. The scope of work signal communication upgrades.

ARTICLE 2 - CONTRACT DOCUMENTS

2.01 Intent of Contract Documents

A. It is the intent of the Contract Documents to describe a functionally complete project. The Contract Documents do not indicate or describe all of the Work required to complete the Project. Additional details required for the correct installation of selected products are to be provided by the Contractor and coordinated with the Owner and Engineer. This Contract supersedes prior negotiations, representations, and agreements, whether written or oral. The Contract Documents are complementary; what is required by one part of the Contract Documents is as binding as if required by other parts of the Contract Documents.

B. During the performance of the Work and until final payment, Contractor and Owner shall submit all matters in question concerning the requirements of the Contract Documents, or relating to the acceptability of the Work under the Contract Documents to the Engineer. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.

C. Engineer will render a written clarification, interpretation, or decision on the issue submitted, or initiate a modification to the Contract Documents.

D. Contractor, and its subcontractors and suppliers, shall not have or acquire any title to or ownership rights to any of the Drawings, Specifications, or other documents (including copies or electronic media editions) prepared by Engineer or its consultants.

2.02 Contract Documents Defined

A. The Contract Documents consist of the following documents:

1. This Contract

2. Bid Form and Attachments

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3. Performance bond
4. Payment bond
5. Specifications listed in the Table of Contents
6. Drawings as listed on the Drawing Sheet Index
7. Addenda
8. Exhibits to this Contract (enumerated as follows):
    a. Bid Bond
    b. Anti-Collusion Affidavit
    c. Workmen's Compensation Act Affidavit
    d. Prevailing Wage Compliance Declaration
    e. 1961 Act 422 PA General Assembly
    f. Prevailing Wage Rates
    g. Consent of Surety
    h. Hold Harmless Clause
    i. Public Works Employment Verification
    j. Non-Discrimination / Sexual Harassment Clause
    k. Provisions Concerning the Americans with Disabilities Act
    l. TST Grant Funding Agreement
    m. RCO Certification Form
    n. Ordinance No. 2193 Establishing Procedures for Certification of Responsible Contractor Requirements
9. The following which may be delivered or issued on or after the Effective Date of the Contract:
    a. Work Change Directives (EJCDC C-940.
    b. Change Orders (EJCDC C-941)
    c. Application for Payment
    d. Certificate of Substantial Completion
    e. Certificate of Compliance (CS-4171)

ARTICLE 3 - ENGINEER

3.01 Engineer

A. The Engineer for this Project is **Traffic Planning and Design, Inc., 2500 E. High Street, Suite 650, Pottstown, Pa 19464, Telephone (610) 326-3100.**

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ARTICLE 4 - CONTRACT TIMES

4.01 Contract Times

A. The Work will be substantially completed on or before **April 15, 2025**, completed, and ready for final payment on or before **May 15, 2025.**

4.02 Milestones

4.03 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence in the performance of the Contract, and that Owner will incur damages if Contractor does not complete the Work according to the requirements of Paragraph 4.01. Because such damages for delay would be difficult and costly to determine, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner $**500.00** for each day that expires after the Contract Time for substantial completion.

B. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **$1,000.00** for each day that expires after such time until the Work is completed and ready for final payment.

4.04 Delays in Contractor's Progress

A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor or their subcontractors or suppliers.

C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times.

D. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor or Contractor's subcontractors or suppliers.

4.05 Progress Schedules

A. Contractor shall develop a progress schedule and submit to the Engineer for review and comment before starting Work on the Site. The Contractor shall modify the schedule in accordance with the comments provided by the Engineer.

B. The Contractor shall update and submit the progress schedule to the Engineer each month. The Owner may withhold payment if the Contractor fails to submit the schedule.

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ARTICLE 5 - CONTRACT PRICE

5.01 Payment

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

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

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

ARTICLE 6 - BONDS AND INSURANCE

6.01 Bonds

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

6.02 Insurance

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

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

a. Workers' Compensation:

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

b. Commercial General Liability:

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

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

c. Automobile Liability herein:

Bodily Injury:		
Each Person	$	
Each Accident	$	
Property Damage:		
Each Accident	$	
Combined Single Limit of:	$	1,000,000.00

d. Excess or Umbrella Liability:

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

e. Contractor's Pollution Liability:

Each Occurrence	$	1,000,000.00
General Aggregate	$	

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

1. The "Additional Insured Parties" are as follows: Abington Township, Traffic Planning and Design, Inc., Commonwealth of Pennsylvania, PennDOT (TST#C920001560), and each of their members, partners, agents, employees, and servants.

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

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

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

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4. Severability of interest; underground, explosion, and collapse coverage; personal injury coverage.

E. The Contractor's commercial general liability and automobile liability, umbrella or excess, and pollution liability policies shall include and list Owner (Bensalem Township), Engineer, and PennDOT, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each as additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis.

1. Additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.

2. Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent for design professional additional insureds.

F. Umbrella or excess liability insurance shall be written over the underlying employer's liability, commercial general liability, and automobile liability insurance. Subject to industry-standard exclusions, the coverage afforded shall be procured on a "follow the form" basis as to each of the underlying policies. Contractor may demonstrate to Owner that Contractor has met the combined limits of insurance (underlying policy plus applicable umbrella) specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policies and an umbrella or excess liability policy.

G. The Contractor shall provide property insurance covering physical loss or damage during construction to structures, materials, fixtures, and equipment, including those materials, fixtures, or equipment in storage or transit.

H. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 15.

I. Additional Insurers:

ARTICLE 7 - CONTRACTOR'S RESPONSIBILITIES

7.01 Supervision and Superintendence

A. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, safety, and procedures of construction.

B. Contractor shall assign a competent resident superintendent who is to be present at all times during the execution of the Work. This resident superintendent shall not be replaced without written notice to and approval by the Owner and Engineer except under extraordinary circumstances.

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C. Contractor shall at all times maintain good discipline and order at the Site.

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

7.02 Other Work at the Site

A. In addition to and apart from the Work of the Contractor, other work may occur at or adjacent to the Site. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

B. In addition to the Owner providing typical project coordination, selected contractor shall coordinate with Owner forces in the field on a daily basis to ensure all work being performed shall not disturb the normal flow of the travelling public or employees any more than absolutely required to perform the work as per project documents.

7.03 Services, Materials, and Equipment

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

B. Contractor will furnish and deliver all materials (including PennDOT Form CS-4171 – Certificate of Compliance) and perform all work on the project in accordance with contract documents and current PennDOT specifications (Publication 408).

7.04 Subcontractors and Suppliers

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

7.05 Quality Management

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

7.06 Licenses, Fees and Permits

A. Contractor shall pay all license fees and royalties and assume all costs incident to performing the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others.

B. Contractor shall obtain and pay for all construction permits and licenses unless otherwise provided in the Contract Documents.

7.07 Laws and Regulations; Taxes

A. Contractor shall be responsible to familiarize himself and comply with all statutes, ordinances, rules and regulations, whether federal, state or local. which may be applicable to the Work to be performed and/or materials and equipment to be used or supplied in performance of the Agreement and shall base his bid prices on full compliance therewith, including but not limited to the laws and regulations listed in this Paragraph 7.10.D. Owner

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and Engineer make no representation that such statutes, ordinances, rules and regulations as may be mentioned in the Contract Documents are the only applicable.

1. The Contractor shall comply with Commonwealth of Pennsylvania Prevailing Wage Act, P.L. 987, as amended. The applicable provisions of this Act and the wage rate determination are provided.
2. Contractor is subject to the provisions of the Pennsylvania Steel Products Procurement Act of 1978, P.L. 6, as amended. This Act and amendments require that the Contractor use or furnish only steel products (as defined in the Act and amendments) which have been produced in the United States, except in cases where the products are not produced in sufficient quantities in the United States.
3. Contractor is subject to the provisions of Pennsylvania Act 247 of 1972, as amended, relating to the prevention of environmental pollution and the preservation of public natural resources.
4. Contractor is subject to the provisions of the Pennsylvania Human Relations Act No. 222 of 1955, as amended.
5. Contractor is subject to the provisions of Pennsylvania Underground Utility Line Protection Act, Act 287 of 1974, as amended by Act 121 of 2008, which requires contractors to notify public utilities prior to starting excavation or demolition work.
6. Contractor shall comply with the Pennsylvania Public Works Contract Regulation Law, as amended by Act 142 of 1994 as it relates to timely payment by Contractor and Subcontractor to its Subcontractors.
7. Contractor shall comply with the Antibid-Rigging Act, 62 Pa.C.S.A §4501, et seq.

B. Contractor shall give all notices required by and shall comply with all local, state, and federal Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

C. Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages if Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations.

1. The "Indemnified Parties" are as follows: Nether Providence Township, Traffic Planning and Design, Inc., Commonwealth of Pennsylvania, PennDOT and each of their members, partners, agents, employees, and servants.

D. CONTRACTOR shall be solely responsible for determining whether CONTRACTOR is responsible for paying of all taxes required by law on all materials, tools, apparatus, equipment fixtures, services, uses and incidentals which he purchases or used for the purpose of fulfilling the work on this Contract, and he shall include all amounts required for such taxes within the item prices bid in his Bid. No additional payment will be made to cover such taxes. CONTRACTOR shall thoroughly familiarize himself before submitting a Bid, with all laws requiring the payment of taxes. OWNER will provide such information as OWNER has in his possession for the completion of any required forms.

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7.08 Record Documents

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

7.09 Safety and Protection

A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.

B. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. All persons on the Site or who may be affected by the Work;

2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.

C. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, or anyone for whose acts the Contractor may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Contract Documents or to the acts or omissions of Owner or Engineer and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor).

D. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

E. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor shall act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

F. Nothing contained in the Contract Documents shall be construed to require or authorize ENGINEER or OWNER to supervise or be in any way responsible for CONTRACTOR's compliance with any applicable safety regulations, codes or procedures: ENGINEER or OWNER shall have no duty to inform the CONTRACTOR of any safety .violations, and should ENGINEER or OWNER voluntarily point out safety violations, such actions shall not be construed to mean that ENGINEER or OWNER has assumed any responsibility for CONTRACTOR's compliance with any applicable safety regulations, codes, or procedures. CONTRACTOR is solely responsible for Project Safety.

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7.10 Shop Drawings, Samples, and Other Submittals

A. Submit electronic copies of shop drawings to the Engineer. The Owner has designated Traffic Planning and Design, Inc. to act as agent for the review and acceptance of shop drawings. Submit to the following email address:

Attn: Kyle J. Miller
kmiller@TrafficPd.com

B. Contractor shall review and coordinate the shop drawing and samples with the requirements of the Work and the Contract Documents and shall verify all related field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information.

C. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.

D. With each submittal, Contractor shall give Engineer specific written notice, in a communication separate from the submittal, of any variations that the shop drawing or sample may have from the requirements of the Contract Documents.

E. Engineer will provide timely review of shop drawings and samples.

F. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs.

G. Engineer's review and approval of a separate item does not indicate approval of the assembly in which the item functions.

H. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of shop drawings and submit, as required, new samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

I. Shop drawings are not Contract Documents.

7.11 Warranties and Guarantees

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

7.12 Correction Period

A. If within two years after the date of substantial completion, any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly and without cost to Owner, correct such defective Work.

B. The obligations of the Contractor to correct defective work, beyond the specified Correction Period, shall survive acceptance of the Work and termination of the Contract by the Owner by an additional time period, which shall begin on the date of discovery of the defective work, but not earlier than the date of termination of the specified Correction Period, which

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additional time period shall be subject to the application of the doctrine of nullum tempus. Correction of defective work during this extended Correction Period shall be at the Contractor's sole expense.

7.13 Indemnification

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

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 Owner's Responsibilities

A. Except as otherwise provided in the Contract Documents, Owner shall issue all communications to Contractor through Engineer.

B. Owner shall make payments to Contractor as provided in this Contract.

C. Owner shall provide Site and easements required to construct the Project.

D. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, unless stated elsewhere in the Contract Documents, Owner shall have sole authority and responsibility for such coordination.

E. The Owner shall be responsible for performing inspections and tests required by applicable codes.

F. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

G. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.

H. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 Engineer's Status

A. On this Project, by agreement with the Owner, Engineer will not furnish a Resident Project Representative to represent Engineer at the Site. Engineer may assist Owner in observing the progress and quality of the Work.

B. Engineer will be Owner's representative during construction. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in this Contract.

C. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in

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contract, tort, or otherwise owed by Engineer to Contractor, any subcontractor, any supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

D. Engineer will make visits to the Site at intervals appropriate to the various stages of construction. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work.

E. Engineer has the authority to reject Work if Contractor fails to perform Work in accordance with the Contract Documents.

F. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work.

G. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

ARTICLE 10 - CHANGES IN THE WORK

10.01 Authority to Change the Work

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

10.02 Change Orders

A. Owner and Contractor shall execute appropriate Change Orders covering:

1. Changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;

2. Changes in the Work which are: (a) ordered by Owner or (b) agreed to by the parties or (c) resulting from the Engineer's decision, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and

3. Changes in the Contract Price or Contract Times or other changes which embody the substance of any final binding results under Article 12.

B. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 11 - DIFFERING SUBSURFACE OR PHYSICAL CONDITIONS

11.01 Differing Conditions Process

A. If Contractor believes that any subsurface or physical condition including but not limited to utilities or other underground facilities that are uncovered or revealed at the Site either differs materially from that shown or indicated in the Contract Documents or is of an unusual

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nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

B. After receipt of written notice, Engineer will promptly:

1. Review the subsurface or physical condition in question;

2. Determine necessity for Owner obtaining additional exploration or tests with respect to the condition;

3. Determine whether the condition falls within the differing site condition as stated herein;

4. Obtain any pertinent cost or schedule information from Contractor;

5. Prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and

6. Advise Owner in writing of Engineer's findings, conclusions, and recommendations.

C. After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

ARTICLE 12 - CLAIMS AND DISPUTE RESOLUTION

12.01 Claims Process

A. The party submitting a claim shall deliver it directly to the other party to the Contract and the Engineer promptly (but in no event later than 10 days) after the start of the event giving rise thereto.

B. The party receiving a claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the claim through the exchange of information and direct negotiations. All actions taken on a claim shall be stated in writing and submitted to the other party.

C. If efforts to resolve a claim are not successful, the party receiving the claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the claim within 45 days, the claim is deemed denied.

D. If the dispute is not resolved to the satisfaction of the parties, Owner or Contractor shall give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction unless the Owner and Contractor both agree to an alternative dispute resolution process.

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ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK

13.01 Tests and Inspections

A. Owner and Engineer will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access.

B. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

C. If any Work that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense.

13.02 Defective Work

A. Contractor shall ensure that the Work is not defective.

B. Engineer has the authority to determine whether Work is defective, and to reject defective Work.

C. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.

D. The Contractor shall promptly correct all such defective Work.

E. When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

F. If the Work is defective or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

ARTICLE 14 - PAYMENTS TO CONTRACTOR

14.01 Progress Payments

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

14.02 Applications for Payments:

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

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14.03 Retainage

A. The Owner shall retain **Ten Percent (10%)** of each progress payment until the Work is substantially complete.

14.04 Review of Applications

A. Within 10 days after receipt of each application for payment, the Engineer will either indicate in writing a recommendation for payment and present the application for payment to Owner or return the application for payment to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. The Contractor will make the necessary corrections and resubmit the application for payment.

B. Engineer will recommend reductions in payment (set-offs) which, in the opinion of the Engineer, are necessary to protect Owner from loss because the Work is defective and requires correction or replacement.

C. The Owner is entitled to impose set-offs against payment based on any claims that have been made against Owner on account of Contractor's conduct in the performance of the Work, incurred costs, losses, or damages on account of Contractor's conduct in the performance of the Work, or liquidated damages that have accrued as a result of Contractor's failure to complete the Work.

14.05 Contractor's Warranty of Title

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

14.06 Substantial Completion

A. The Contractor shall notify Owner and Engineer in writing that the Work is substantially complete and request the Engineer issue a certificate of substantial completion when Contractor considers the Work ready for its intended use. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

B. Engineer will make an inspection of the Work with the Owner and Contractor to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor and Owner in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete or upon resolution of all reasons for non-issuance of a certificate identified in 14.06.B, Engineer will deliver to Owner a certificate of substantial completion, which shall fix the date of substantial completion and include a punch list of items to be completed or corrected before final payment.

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

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14.07 Final Inspection

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

14.08 Final Payment

A. It shall be established and agreed that a minimum of **Ten Percent (10%)**, shall be withheld by OWNER after Substantial Completion, until the record drawings are completed and delivered to ENGINEER, to their satisfaction.

B. Contractor may make application for final payment after Contractor has satisfactorily completed all Work defined in the Contract, including providing all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents and other documents.

C. The final application for payment shall be accompanied (except as previously delivered) by:

1. All documentation called for in the Contract Documents;

2. Consent of the surety to final payment;

3. Satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any liens or other title defects, or will so pass upon final payment;

4. A list of all disputes that Contractor believes are unsettled; and

5. Complete and legally effective releases or waivers (satisfactory to Owner) of all lien rights arising out of the Work, and of liens filed in connection with the Work.

D. The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

14.09 Waiver of Claims

A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor.

B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 Owner May Suspend Work

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

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15.02 Owner May Terminate for Cause

A. Contractor's failure to perform the Work in accordance with the Contract Documents or other failure to comply with a material term of the Contract Documents will constitute a default by Contractor and justify termination for cause.

B. If Contractor defaults in its obligations, then after giving Contractor and any surety ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:

1. Declare Contractor to be in default, and give Contractor and any surety notice that the Contract is terminated; and

2. Enforce the rights available to Owner under any applicable performance bond.

C. Owner may not proceed with termination of the Contract under Paragraph 15.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.

D. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.

E. In the case of a termination for cause, if the cost to complete the Work, including related claims, costs, losses, and damages, exceeds the unpaid contract balance, Contractor shall pay the difference to Owner.

15.03 Owner May Terminate for Convenience

A. Upon seven days written notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for, without duplication of any items:

1. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and

3. Other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.

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

15.04 Contractor May Stop Work or Terminate

A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner, and provided Owner does not remedy such

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suspension or failure within that time, either stop the Work until payment is received, or terminate the Contract and recover payment from the Owner.

ARTICLE 16 - CONTRACTOR'S REPRESENTATIONS

16.01 Contractor Representations

A. Contractor makes the following representations when entering into this Contract:

1. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on:

   a. The cost, progress, and performance of the Work;

   b. The means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and

   c. Contractor's safety precautions and programs.

5. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

6. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

7. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

   a. If there are any conflicts, errors, ambiguities, or discrepancies within the Contract Documents, the documents shall be interpreted in the following order of precedence: (1) Agreement, together with all Written Amendments, (2) Specifications together with all Written Amendments, Change Orders, Work Orders, Change Directives, Field Orders, and Engineer's written interpretations and clarifications, (3) Drawings as more specifically identified in the Agreement, together with all Written Amendments, Change Orders, Work Orders, Change Directives, Field Orders and Engineer's written interpretations and clarifications.

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8. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

9. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that, without exception, all prices in the Contract are premised upon performing and furnishing the Work required by the Contract Documents.

10. Contractor's execution of the Contract documents, confirms their agreement to all requirements listed in the attached Nondiscrimination / Sexual Harassment Clause.

ARTICLE 17 - MISCELLANEOUS

17.01 Cumulative Remedies

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

17.02 Limitation of Damages

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

17.03 No Waiver

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

17.04 Survival of Obligations

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

17.05 Contractor's Certifications

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

17.06 Controlling Law

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

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

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

OWNER:	CONTRACTOR:
_____	_____
By: _____	By: _____
Title: _____	Title: _____
	(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)
Attest: _____	Attest: _____
Title: _____	Title: _____
Address for giving notices:	Address for giving notices:
_____	_____
_____	_____
_____	_____
	License No.: _____ (where applicable)
(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Contract.)	

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BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES

Project Name:	Old York Road Signal Communication Upgrades Project
General Description:	Signal communication upgrades.
Project Locality	Abington Township
Awarding Agency:	Abington Township
Contract Award Date:	7/11/2024
Serial Number:	24-04662
Project Classification:	Highway
Determination Date:	5/8/2024
Assigned Field Office:	Philadelphia
Field Office Phone Number:	(215)560-1858
Toll Free Phone Number:	
Project County:	Montgomery County

BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES

Project: 24-04662 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Asbestos & Insulation Workers	6/1/2023		$57.84	$43.36	$101.20
Asbestos & Insulation Workers	5/1/2024		$59.37	$46.03	$105.40
Boilermaker (Commercial, Institutional, and Minor Repair Work)	1/1/2019		$29.26	$18.48	$47.74
Boilermakers	1/1/2023		$51.27	$35.30	$86.57
Boilermakers	1/1/2024		$52.10	$35.72	$87.82
Bricklayer	5/1/2023		$47.50	$31.42	$78.92
Carpenter - Chief of Party (Surveying & Layout)	5/1/2023		$50.57	$29.02	$79.59
Carpenter - Chief of Party (Surveying & Layout)	5/1/2024		$52.58	$29.02	$81.60
Carpenter - Chief of Party (Surveying & Layout)	5/1/2025		$54.59	$29.02	$83.61
Carpenter - Instrument Person (Surveying & Layout)	5/1/2023		$43.97	$29.02	$72.99
Carpenter - Instrument Person (Surveying & Layout)	5/1/2024		$45.72	$29.02	$74.74
Carpenter - Instrument Person (Surveying & Layout)	5/1/2025		$47.47	$29.02	$76.49
Carpenter - Rodman (Surveying & Layout)	5/1/2023		$21.99	$20.62	$42.61
Carpenter - Rodman (Surveying & Layout)	5/1/2024		$22.86	$20.62	$43.48
Carpenter - Rodman (Surveying & Layout)	5/1/2025		$23.74	$20.62	$44.36
Carpenters	5/1/2023		$43.97	$29.02	$72.99
Carpenters	5/1/2024		$45.72	$29.02	$74.74
Carpenters	5/1/2025		$47.47	$29.02	$76.49
Cement Finishers & Plasterers	5/1/2022		$38.57	$32.39	$70.96
Cement Masons	5/1/2023		$44.20	$32.96	$77.16
Cement Masons	5/1/2024		$45.00	$32.66	$77.66
Dockbuilder, Pile Drivers	5/1/2023		$50.48	$37.99	$88.47
Dockbuilder, Pile Drivers	5/1/2024		$52.98	$37.99	$90.97
Dockbuilder, Pile Drivers	5/1/2025		$55.23	$37.99	$93.22
Dockbuilder, Pile Drivers	5/1/2026		$56.98	$37.99	$94.97
Dockbuilder/Pile Driver Diver	5/1/2023		$58.41	$41.74	$100.15
Dockbuilder/Pile Driver Diver	5/1/2024		$61.54	$41.74	$103.28
Dockbuilder/Pile Driver Diver	5/1/2025		$64.35	$41.74	$106.09
Dockbuilder/Pile Driver Diver	5/1/2026		$66.54	$41.74	$108.28
Dockbuilder/pile driver tender	5/1/2023		$50.48	$37.99	$88.47
Dockbuilder/pile driver tender	5/1/2024		$52.98	$37.99	$90.97
Dockbuilder/pile driver tender	5/1/2025		$55.23	$37.99	$93.22
Dockbuilder/pile driver tender	5/1/2026		$56.98	$37.99	$94.97
Drywall Finisher	5/1/2023		$38.77	$31.12	$69.89
Electricians	5/2/2022		$53.94	$42.97	$96.91
Electricians	5/1/2023		$55.41	$44.50	$99.91
Elevator Constructor	1/1/2023		$66.21	$43.64	$109.85
Elevator Constructor	1/1/2024		$68.97	$44.70	$113.67
Floor Coverer	5/1/2023		$50.12	$29.21	$79.33
Floor Coverer	5/1/2024		$52.19	$29.21	$81.40
Glazier	5/1/2023		$46.68	$36.62	$83.30
Interior Finish	5/1/2019		$30.20	$25.80	$56.00
Interior Finish	5/1/2023		$34.60	$25.80	$60.40
Iron Workers (Bridge, Structural, Ornamental, Precast)	1/1/2023		$50.70	$39.51	$90.21

BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES

Project: 24-04662 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Iron Workers (Riggers)	7/1/2023		$42.53	$34.14	$76.67
Iron Workers (Rodman/Reinforcing)	7/1/2023		$45.70	$34.77	$80.47
Laborers (Class 01 - General)	5/1/2020		$32.05	$25.25	$57.30
Laborers (Class 01 - See notes)	5/1/2022		$33.35	$25.65	$59.00
Laborers (Class 01 - See notes)	5/1/2023		$34.60	$25.80	$60.40
Laborers (Class 02 - See notes)	5/1/2022		$36.70	$27.00	$63.70
Laborers (Class 02 - See notes)	5/1/2023		$37.95	$27.30	$65.25
Laborers (Class 03 - See notes)	5/1/2022		$33.77	$25.83	$59.60
Laborers (Class 03 - See notes)	5/1/2023		$35.02	$25.98	$61.00
Laborers (Class 04 - See notes)	5/1/2022		$33.77	$25.83	$59.60
Laborers (Class 04 - See notes)	5/1/2023		$35.02	$25.98	$61.00
Laborers (Class 05 - See notes)	5/1/2022		$33.35	$25.65	$59.00
Laborers (Class 05 - See notes)	5/1/2023		$34.60	$25.50	$60.10
Landscape Laborer	5/1/2020		$26.55	$23.13	$49.68
Landscape Laborer	5/1/2023		$29.45	$23.98	$53.43
Marble Finisher	5/1/2023		$39.52	$29.30	$68.82
Marble Mason	5/1/2023		$47.20	$31.95	$79.15
Mason Tender, Cement	5/1/2019		$30.52	$25.98	$56.50
Mason Tender, Cement	5/1/2023		$35.02	$25.98	$61.00
Millwright	5/1/2023		$51.60	$35.81	$87.41
Millwright	5/1/2024		$54.67	$35.81	$90.48
Millwright	5/1/2025		$57.39	$35.81	$93.20
Millwright	5/1/2026		$60.20	$35.81	$96.01
Operators (Building, Class 01 - See Notes)	5/1/2023		$52.20	$32.81	$85.01
Operators (Building, Class 01A - See Notes)	5/1/2023		$55.20	$33.70	$88.90
Operators (Building, Class 02 - See Notes)	5/1/2023		$51.95	$32.74	$84.69
Operators (Building, Class 02A - See Notes)	5/1/2023		$54.97	$33.61	$88.58
Operators (Building, Class 03 - See Notes)	5/1/2023		$47.87	$31.53	$79.40
Operators (Building, Class 04 - See Notes)	5/1/2023		$47.57	$31.44	$79.01
Operators (Building, Class 05 - See Notes)	5/1/2023		$45.85	$30.93	$76.78
Operators (Building, Class 06 - See Notes)	5/1/2023		$44.85	$30.65	$75.50
Operators (Building, Class 07A- See Notes)	5/1/2023		$63.33	$37.68	$101.01
Operators (Building, Class 07B- See Notes)	5/1/2023		$63.04	$37.59	$100.63
Painters Class 1 (see notes)	5/1/2023		$42.32	$32.91	$75.23
Painters Class 4 (see notes)	5/1/2023		$44.41	$32.91	$77.32
Plasterers	5/1/2021		$38.37	$31.84	$70.21
Plasterers	5/1/2023		$39.32	$32.64	$71.96
Plasterers	5/1/2024		$39.88	$33.08	$72.96
plumber	5/1/2023		$64.73	$37.61	$102.34
plumber	5/1/2024		$67.53	$38.31	$105.84
Pointers, Caulkers, Cleaners	5/1/2023		$48.80	$30.70	$79.50
Roofers (Composition)	5/1/2023		$42.63	$34.62	$77.25
Roofers (Shingle)	5/1/2021		$30.50	$21.55	$52.05
Roofers (Shingle)	5/1/2023		$32.85	$22.10	$54.95

BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES

Project: 24-04662 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Roofers (Slate & Tile)	5/1/2021		$33.50	$21.55	$55.05
Roofers (Slate & Tile)	5/1/2023		$35.85	$22.10	$57.95
Sheet Metal Workers	5/1/2022		$55.75	$47.28	$103.03
Sheet Metal Workers	5/1/2023		$57.31	$48.97	$106.28
Sheet Metal Workers	5/1/2024		$59.22	$50.56	$109.78
Sign Makers and Hangars	7/15/2022		$30.54	$24.35	$54.89
Sign Makers and Hangars	7/15/2023		$31.76	$24.63	$56.39
Sprinklerfitters	1/1/2023		$62.23	$31.99	$94.22
Steamfitters	5/1/2023		$67.37	$41.99	$109.36
Steamfitters	5/1/2024		$70.32	$43.09	$113.41
Stone Masons	5/1/2023		$47.20	$31.95	$79.15
Terrazzo Finisher	5/1/2023		$43.75	$27.86	$71.61
Terrazzo Grinder	5/1/2023		$44.02	$27.86	$71.88
Terrazzo Mechanics	5/1/2023		$50.26	$29.56	$79.82
Tile Finisher	5/1/2023		$39.52	$29.30	$68.82
Tile Setter	5/1/2023		$50.26	$29.56	$79.82
Truckdriver class 1(see notes)	5/1/2022		$35.60	$20.74	$56.34
Truckdriver class 1(see notes)	5/1/2023		$36.29	$21.55	$57.84
Truckdriver class 1(see notes)	5/1/2024		$36.79	$22.54	$59.33
Truckdriver class 2 (see notes)	5/1/2022		$35.70	$20.74	$56.44
Truckdriver class 2 (see notes)	5/1/2023		$36.39	$21.55	$57.94
Truckdriver class 2 (see notes)	5/1/2024		$36.89	$22.54	$59.43
Truckdriver class 3 (see notes)	5/1/2022		$35.95	$20.74	$56.69
Truckdriver class 3 (see notes)	5/1/2023		$36.64	$21.55	$58.19
Truckdriver class 3 (see notes)	5/1/2024		$37.14	$22.54	$59.68
Window Film / Tint Installer	6/1/2019		$24.52	$12.08	$36.60

BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES

Project: 24-04662 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Carpenter - Chief of Party (Surveying & Layout)	5/1/2023		$63.24	$29.06	$92.30
Carpenter - Chief of Party (Surveying & Layout)	5/1/2024		$65.19	$29.06	$94.25
Carpenter - Chief of Party (Surveying & Layout)	5/1/2025		$67.15	$29.06	$96.21
Carpenter - Chief of Party (Surveying & Layout)	5/1/2026		$69.10	$29.06	$98.16
Carpenter - Instrument Person (Surveying & Layout)	5/1/2023		$54.99	$29.06	$84.05
Carpenter - Instrument Person (Surveying & Layout)	5/1/2024		$56.69	$29.06	$85.75
Carpenter - Instrument Person (Surveying & Layout)	5/1/2025		$58.39	$29.06	$87.45
Carpenter - Instrument Person (Surveying & Layout)	5/1/2026		$60.09	$29.06	$89.15
Carpenter - Rodman (Surveying & Layout)	5/1/2023		$43.99	$22.41	$66.40
Carpenter - Rodman (Surveying & Layout)	5/1/2024		$45.35	$22.41	$67.76
Carpenter - Rodman (Surveying & Layout)	5/1/2025		$46.71	$22.41	$69.12
Carpenter - Rodman (Surveying & Layout)	5/1/2026		$48.07	$22.41	$70.48
Carpenter	5/1/2023		$54.99	$29.06	$84.05
Carpenter	5/1/2024		$56.69	$29.06	$85.75
Carpenter	5/1/2025		$58.49	$29.06	$87.55
Carpenter	5/1/2026		$60.19	$29.06	$89.25
Cement Masons	5/1/2023		$43.20	$32.91	$76.11
Dockbuilder, Pile Drivers	5/1/2023		$50.48	$37.99	$88.47
Dockbuilder, Pile Drivers	5/1/2024		$52.98	$37.99	$90.97
Dockbuilder, Pile Drivers	5/1/2025		$55.23	$37.99	$93.22
Dockbuilder, Pile Drivers	5/1/2026		$56.98	$37.99	$94.97
Dockbuilder/ Pile driver diver	5/1/2023		$63.10	$37.99	$101.09
Dockbuilder/ Pile driver diver	5/1/2024		$66.25	$37.99	$104.24
Dockbuilder/ Pile driver diver	5/1/2025		$69.04	$37.99	$107.03
Dockbuilder/ Pile driver diver	5/1/2026		$71.23	$37.99	$109.22
Dockbuilder/Pile Driver Diver	5/1/2023		$58.41	$41.74	$100.15
Dockbuilder/Pile Driver Diver	5/1/2024		$61.54	$41.74	$103.28
Dockbuilder/Pile Driver Diver	5/1/2025		$64.35	$41.74	$106.09
Dockbuilder/Pile Driver Diver	5/1/2026		$66.54	$41.74	$108.28
Dockbuilder/pile driver tender	5/1/2023		$50.48	$37.99	$88.47
Dockbuilder/pile driver tender	5/1/2024		$52.98	$37.99	$90.97
Dockbuilder/pile driver tender	5/1/2025		$55.23	$37.99	$93.22
Dockbuilder/pile driver tender	5/1/2026		$56.98	$37.99	$94.97
Electric Lineman	5/30/2022		$59.17	$31.48	$90.65
Electric Lineman	5/29/2023		$60.48	$32.77	$93.25
Electric Lineman	6/3/2024		$62.07	$33.96	$96.03
Iron Workers (Bridge, Structural, Ornamental, Precast)	1/1/2023		$50.70	$39.51	$90.21
Iron Workers (Riggers)	7/1/2023		$42.53	$34.14	$76.67
Iron Workers (Rodman/Reinforcing)	7/1/2023		$45.70	$34.77	$80.47
Laborers (Class 01 - See notes)	5/1/2022		$36.30	$27.20	$63.50
Laborers (Class 01 - See notes)	5/1/2023		$37.55	$27.45	$65.00
Laborers (Class 02 - See notes)	5/1/2022		$36.50	$27.20	$63.70
Laborers (Class 02 - See notes)	5/1/2023		$37.75	$27.45	$65.20
Laborers (Class 03 - See notes)	5/1/2022		$36.50	$27.20	$63.70

BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES

Project: 24-04662 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Laborers (Class 03 - See notes)	5/1/2023		$37.75	$27.45	$65.20
Laborers (Class 04 - See notes)	5/1/2022		$31.10	$27.20	$58.30
Laborers (Class 04 - See notes)	5/1/2023		$32.35	$27.45	$59.80
Laborers (Class 05 - See notes)	5/1/2022		$37.15	$27.20	$64.35
Laborers (Class 05 - See notes)	5/1/2023		$38.40	$27.45	$65.85
Laborers (Class 06 - See notes)	5/1/2022		$37.20	$27.20	$64.40
Laborers (Class 06 - See notes)	5/1/2023		$38.40	$27.45	$65.85
Laborers (Class 07 - See notes)	5/1/2022		$37.05	$27.20	$64.25
Laborers (Class 07 - See notes)	5/1/2023		$38.30	$27.45	$65.75
Laborers (Class 08 - See notes)	5/1/2022		$36.80	$27.20	$64.00
Laborers (Class 08 - See notes)	5/1/2023		$38.05	$27.45	$65.50
Laborers (Class 09 - See notes)	5/1/2022		$36.65	$27.20	$63.85
Laborers (Class 09 - See notes)	5/1/2023		$37.90	$27.45	$65.35
Laborers (Class 10- See notes)	5/1/2022		$36.80	$27.20	$64.00
Laborers (Class 10- See notes)	5/1/2023		$38.05	$27.45	$65.50
Laborers (Class 11 -See Notes)	5/1/2022		$36.70	$27.20	$63.90
Laborers (Class 11 -See Notes)	5/1/2023		$37.95	$27.45	$65.40
Laborers (Class 12 -See Notes)	5/1/2022		$38.40	$27.20	$65.60
Laborers (Class 12 -See Notes)	5/1/2023		$39.65	$27.45	$67.10
Laborers (Class 13 -See Notes)	5/1/2022		$40.43	$27.20	$67.63
Laborers (Class 13 -See Notes)	5/1/2023		$41.65	$27.45	$69.10
Laborers (Class 14 -See Notes)	5/1/2022		$36.55	$27.20	$63.75
Laborers (Class 14 -See Notes)	5/1/2023		$38.25	$27.45	$65.70
Laborers Utility (PGW ONLY) (Flagperson)	5/1/2022		$30.17	$19.18	$49.35
Laborers Utility (PGW ONLY) (Flagperson)	5/1/2023		$31.42	$19.43	$50.85
Laborers Utility (PGW ONLY)	5/1/2022		$37.20	$19.18	$56.38
Laborers Utility (PGW ONLY)	5/1/2023		$38.45	$19.43	$57.88
Landscape Laborer	5/1/2022		$27.73	$23.65	$51.38
Landscape Laborer	5/1/2023		$29.03	$23.80	$52.83
Millwright	5/1/2023		$51.60	$35.81	$87.41
Millwright	5/1/2024		$54.67	$35.81	$90.48
Millwright	5/1/2025		$57.39	$35.81	$93.20
Millwright	5/1/2026		$60.20	$35.81	$96.01
Operators Class 01 - See Notes (Building, Heavy, Highway)	5/1/2023		$52.20	$32.81	$85.01
Operators Class 01 - See Notes (Building, Heavy, Highway)	5/1/2024		$53.36	$33.65	$87.01
Operators Class 01 - See Notes (Building, Heavy, Highway)	5/1/2025		$54.52	$34.49	$89.01
Operators Class 01 - See Notes (Building, Heavy, Highway)	5/1/2026		$55.67	$35.34	$91.01
Operators Class 01a - See Notes (Building, Heavy, Highway)	5/1/2023		$55.20	$33.70	$88.90
Operators Class 01a - See Notes (Building, Heavy, Highway)	5/1/2024		$56.37	$34.53	$90.90
Operators Class 01a - See Notes (Building, Heavy, Highway)	5/1/2025		$57.52	$35.38	$92.90

BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES

Project: 24-04662 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Operators Class 01a - See Notes (Building, Heavy, Highway)	5/1/2026		$58.68	$36.22	$94.90
Operators Class 02 - See Notes (Building, Heavy, Highway)	5/1/2023		$51.95	$32.74	$84.69
Operators Class 02 - See Notes (Building, Heavy, Highway)	5/1/2024		$53.11	$33.58	$86.69
Operators Class 02 - See Notes (Building, Heavy, Highway)	5/1/2025		$54.27	$34.42	$88.69
Operators Class 02 - See Notes (Building, Heavy, Highway)	5/1/2026		$55.43	$35.26	$90.69
Operators Class 02a - See Notes (Building, Heavy, Highway)	5/1/2023		$54.97	$33.61	$88.58
Operators Class 02a - See Notes (Building, Heavy, Highway)	5/1/2024		$56.13	$34.45	$90.58
Operators Class 02a - See Notes (Building, Heavy, Highway)	5/1/2025		$57.29	$35.29	$92.58
Operators Class 02a - See Notes (Building, Heavy, Highway)	5/1/2026		$58.44	$36.14	$94.58
Operators Class 03 - See Notes (Building, Heavy, Highway)	5/1/2023		$47.87	$31.53	$79.40
Operators Class 03 - See Notes (Building, Heavy, Highway)	5/1/2024		$49.03	$32.37	$81.40
Operators Class 03 - See Notes (Building, Heavy, Highway)	5/1/2025		$50.18	$33.22	$83.40
Operators Class 03 - See Notes (Building, Heavy, Highway)	5/1/2026		$51.34	$34.06	$85.40
Operators Class 04 - See Notes (Building, Heavy, Highway)	5/1/2023		$47.57	$31.44	$79.01
Operators Class 04 - See Notes (Building, Heavy, Highway)	5/1/2024		$48.73	$32.28	$81.01
Operators Class 04 - See Notes (Building, Heavy, Highway)	5/1/2025		$49.88	$33.13	$83.01
Operators Class 04 - See Notes (Building, Heavy, Highway)	5/1/2026		$51.04	$33.97	$85.01
Operators Class 05 - See Notes (Building, Heavy, Highway)	5/1/2023		$45.85	$30.93	$76.78
Operators Class 05 - See Notes (Building, Heavy, Highway)	5/1/2024		$47.00	$31.78	$78.78
Operators Class 05 - See Notes (Building, Heavy, Highway)	5/1/2025		$48.16	$32.62	$80.78
Operators Class 05 - See Notes (Building, Heavy, Highway)	5/1/2026		$49.32	$33.46	$82.78
Operators Class 06 - See Notes (Building, Heavy, Highway)	5/1/2023		$44.85	$30.65	$75.50
Operators Class 06 - See Notes (Building, Heavy, Highway)	5/1/2024		$46.02	$31.48	$77.50
Operators Class 06 - See Notes (Building, Heavy, Highway)	5/1/2025		$47.17	$32.33	$79.50
Operators Class 06 - See Notes (Building, Heavy, Highway)	5/1/2026		$48.34	$33.16	$81.50
Operators Class 07 (A) - See Notes (Building, Heavy, Highway)	5/1/2023		$63.33	$37.68	$101.01
Operators Class 07 (A) - See Notes (Building, Heavy, Highway)	5/1/2024		$64.80	$38.61	$103.41

BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES

Project: 24-04662 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Operators Class 07 (A) - See Notes (Building, Heavy, Highway)	5/1/2025		$66.26	$39.55	$105.81
Operators Class 07 (A) - See Notes (Building, Heavy, Highway)	5/1/2026		$67.73	$40.48	$108.21
Operators Class 07 (B) - See Notes (Building, Heavy, Highway)	5/1/2023		$63.04	$37.59	$100.63
Operators Class 07 (B) - See Notes (Building, Heavy, Highway)	5/1/2024		$64.50	$38.53	$103.03
Operators Class 07 (B) - See Notes (Building, Heavy, Highway)	5/1/2025		$65.97	$39.46	$105.43
Operators Class 07 (B) - See Notes (Building, Heavy, Highway)	5/1/2026		$67.44	$40.39	$107.83
Painters Class 2 (see notes)	2/1/2023		$48.82	$32.09	$80.91
Painters Class 2 (see notes)	2/1/2024		$49.57	$33.34	$82.91
Painters Class 3 (see notes)	2/1/2023		$59.78	$32.13	$91.91
Painters Class 3 (see notes)	2/1/2024		$60.53	$33.38	$93.91
Steamfitters (Heavy and Highway - Gas Distribution)	5/1/2022		$61.34	$40.28	$101.62
Steamfitters (Heavy and Highway - Gas Distribution)	5/1/2023		$64.00	$41.68	$105.68
Steamfitters (Heavy and Highway - Gas Distribution)	5/1/2024		$66.80	$42.93	$109.73
Truckdriver class 1(see notes)	5/1/2022		$35.45	$20.74	$56.19
Truckdriver class 1(see notes)	5/1/2023		$36.14	$21.55	$57.69
Truckdriver class 1(see notes)	5/1/2024		$36.64	$22.54	$59.18
Truckdriver class 2 (see notes)	5/1/2022		$35.55	$20.74	$56.29
Truckdriver class 2 (see notes)	5/1/2023		$36.24	$21.55	$57.79
Truckdriver class 2 (see notes)	5/1/2024		$36.74	$22.54	$59.28
Truckdriver class 3 (see notes)	5/1/2022		$35.80	$20.74	$56.54
Truckdriver class 3 (see notes)	5/1/2023		$36.49	$21.55	$58.04
Truckdriver class 3 (see notes)	5/1/2024		$36.99	$22.54	$59.53

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

WORK CHANGE DIRECTIVE ORDER NO.:

Owner: Owner's Project No.:
Engineer: Engineer's Project No.:
Contractor: Contractor's Project No.:
Project:
Contract Name:
Date Issued: Effective Date of Work Change Directive:

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

Description:

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

Purpose for the Work Change Directive:

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

Check one or both of the following

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

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

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

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

Basis of estimated change in Contract Price:

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

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

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ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

CHANGE ORDER NO.:

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

Description:

Attachments:

[List documents related to the change]

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

Recommended by Engineer (if required)	Accepted by Contractor
By: _____	_____
Title: _____	_____
Date: _____	_____
Authorized by Owner	Approved by Funding Agency (if applicable)
By: _____	_____
Title: _____	_____
Date: _____	_____

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PROVISIONS CONCERNING THE AMERICANS WITH DISABILITIES ACT

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

1. Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. §35.101 et seq., the Contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this Agreement or from activities provided for under this Agreement. As a condition of accepting and executing this Agreement, the Contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. 535.730, and all other regulations promulgated under Title II of The Americans With Disabilities Act which are applicable to the benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through Agreements with outside Consultants.

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

PERFORMANCE BOND

Contractor	**Surety**
Name:	Name:
Address *(principal place of business)*:	Address *(principal place of business)*:
Owner	**Contract**
Name: **Abington Township**	Description *(name and location)*:
Mailing address *(principal place of business)*:	**Old York Road Signal Communication Upgrades Project**
1176 Old York Road	
Abington, PA 19001	Contract Price:
	Effective Date of Contract:

Bond

Bond Amount:

Date of Bond:

(Date of Bond cannot be earlier than Effective Date of Contract)

Modifications to this Bond form:

☐ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

Contractor as Principal	Surety
_____	_____
(Full formal name of Contractor)	*(Full formal name of Surety) (corporate seal)*
By: _____	By: _____
(Signature)	*(Signature)(Attach Power of Attorney)*
Name: _____	Name: _____
(Printed or typed)	*(Printed or typed)*
Title: _____	Title: _____
Attest: _____	Attest: _____
(Signature)	*(Signature)*
Name: _____	Name: _____
(Printed or typed)	*(Printed or typed)*
Title: _____	Title: _____

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.

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1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:

    3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;

    3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

    3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

    5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

    5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

    5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

    5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

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5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

   7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

   7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

   7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.

12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such

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

14. Definitions

    14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

    14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

    14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

    14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

    14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

16. Modifications to this Bond are as follows: **None**

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PAYMENT BOND

Contractor	**Surety**
Name:	Name:
Address *(principal place of business)*:	Address *(principal place of business)*:
Owner	**Contract**
Name: **Abington Township** Mailing address *(principal place of business)*: **1176 Old York Road** **Abington, PA 19001**	Description *(name and location)*: **Old York Road Signal Communication Upgrades Project** Contract Price: Effective Date of Contract:

Bond

Bond Amount:

Date of Bond:

(Date of Bond cannot be earlier than Effective Date of Contract)

Modifications to this Bond form:

☐ None ☐ See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

Contractor as Principal	Surety
_____ *(Full formal name of Contractor)*	_____ *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature)(Attach Power of Attorney)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.

EJCDC® C-615, Payment Bond.
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1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
    5.1. Claimants who do not have a direct contract with the Contractor
        5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
        5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
    5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
    7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
    7.2. Pay or arrange for payment of any undisputed amounts.
    7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

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8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.

9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.

11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.

14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. Definitions

    16.1. *Claim*—A written statement by the Claimant including at a minimum:

        16.1.1. The name of the Claimant;

        16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;

        16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;

        16.1.4. A brief description of the labor, materials, or equipment furnished;

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16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;

16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;

16.1.7. The total amount of previous payments received by the Claimant; and

16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

18. Modifications to this Bond are as follows: **None**

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EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Contractor's Application for Payment

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

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

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and
(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: _____

Signature: _____ **Date:** _____

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

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Progress Estimate - Lump Sum Work **Contractor's Application for Payment**

Owner:		**Owner's Project No.:**	
Engineer:		**Engineer's Project No.:**	
Contractor:		**Contractor's Project No.:**	
Project:			
Contract:			

Application No.: _____ **Application Period:** **From** _____ **to** _____ **Application Date:** _____

A	B	C	D	E	F	G	H	I
			Work Completed					
Item No.	Description	Scheduled Value ($)	(D + E) From Previous Application ($)	This Period ($)	Materials Currently Stored (not in D or E) ($)	Work Completed and Materials Stored to Date (D + E + F) ($)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) ($)
			Original Contract					
			-			-		-
						-		-
						-		-
						-		-
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						-		-
						-		-
	Original Contract Totals	$ -	$ -	$ -	$ -	$ -		$ -
			Change Orders					
						-		-
						-		-
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	Change Order Totals	$ -	$ -	$ -	$ -	$ -		$ -
			Original Contract and Change Orders					
	Project Totals	$ -	$ -	$ -	$ -	$ -		$ -

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Progress Estimate - Unit Price Work | **Contractor's Application for Payment**

Owner: _____ Owner's Project No.: _____
Engineer: _____ Engineer's Project No.: _____
Contractor: _____ Contractor's Project No.: _____
Project: _____
Contract: _____

Application No.: _____ Application Period: From _____ to _____ Application Date: _____

A	B	C	D	E	F	G	H	I	J	K	L
		Contract Information				Work Completed					
Bid Item No.	Description	Item Quantity	Units	Unit Price ($)	Value of Bid Item (C X E) ($)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) ($)	Materials Currently Stored (not in G) ($)	Work Completed and Materials Stored to Date (H + I) ($)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) ($)
Original Contract											
					-		-		-		-
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				Original Contract Totals	$ -		$ -	$ -	$ -		$ -
Change Orders											
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				Change Order Totals	$ -		$ -	$ -	$ -		$ -
Original Contract and Change Orders											
				Project Totals	$ -		$ -	$ -	$ -		$ -

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Stored Materials Summary **Contractor's Application for Payment**

Owner: _____ Owner's Project No.: _____
Engineer: _____ Engineer's Project No.: _____
Contractor: _____ Contractor's Project No.: _____
Project: _____
Contract: _____

Application No.: _____ Application Period: From _____ to _____ Application Date: _____

A	B	C	D	E	F	G	H	I	J	K	L	M
						Materials Stored			Incorporated in Work			
Item No. (Lump Sum Tab) or Bid Item No. (Unit Price Tab)	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Description of Materials or Equipment Stored	Storage Location	Application No. When Materials Placed in Storage	Previous Amount Stored ($)	Amount Stored this Period ($)	Amount Stored to Date (G+H) ($)	Amount Previously Incorporated in the Work ($)	Amount Incorporated in the Work this Period ($)	Total Amount Incorporated in the Work (J+K) ($)	Materials Remaining in Storage (I-L) ($)
								-			-	-
								-			-	-
								-			-	-
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								-			-	-
					Totals	$ -	$ -	$ -	$ -	$ -	$ -	$ -

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EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner:
Engineer:
Contractor:
Project:
Contract Name:

Owner's Project No.:
Engineer's Project No.:
Contractor's Project No.:

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

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

Date of Substantial Completion:

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

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

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

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

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

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

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

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

Engineer

By *(signature)*: _____

Name *(printed)*: _____

Title: _____

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CONSENT OF SURETY TO FINAL PAYMENT

PROJECT NUMBER
ABTO.00041

TO OWNER:	PROJECT TITLE AND LOCATION
Abington Township 1176 Old York Road Abington, PA 19001 610-566-4516	Old York Road Signal Communication Upgrades Project
	Abington Township. Montgomery County, PA
	CONTRACT DATED
	BOND NUMBER

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

_____, SURETY,
(NAME OF SURETY)

_____
(ADDRESS OF SURETY)

on bond of

_____, CONTRACTOR,

_____

hereby approves of the final payment to the contractor and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to **Abington Township**, OWNER, as set forth in said Surety's bond.

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

SURETY	ATTEST (SEAL)
SIGNATURE OF AUTHORIZED REPRESENTATIVE	
PRINTED NAME AND TITLE	

TECHNICAL SPECIFICATIONS
AND
SPECIAL PROVISIONS

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PURCHASABLE ITEMS

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

Specifications can be viewed on PENNDOT's website:
http://www.dot.state.pa.us/public/PubsForms/Publications/Pub_408/PUB%20408.pdf

GOVERNING SPECIFICATIONS AND APPLICABLE DESIGNATED SPECIAL PROVISIONS

I. GOVERNING SPECIFICATIONS. The Contract Documents is made under, subject to, and governed by:

Specifications 408/2020, Change No. 8 Effective April 12, 2024 of the Pennsylvania Department of Transportation. Within these Specifications, where dual measurement and tabular options are presented, English standards apply.

LOCAL AUTHORITY CONTRACT – LOCAL LET

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

REFERENCES WITHIN CONTRACT DOCUMENTS

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

PROVISIONS CONCERNING THE AMERICANS WITH DISABILITIES ACT

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

1. Pursuant to federal regulations promulgated under the authority of *The Americans With Disabilities Act, 28 C.F.R. § 35.101 et seg..,* The Contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this contract or from activities provided for under this contract. As a condition of accepting and executing this contract, the Contractor agrees to comply with the "*General Prohibitions Against Discrimination.,*" *28 C.F.R. § 35:130,* and all other regulations promulgated under *Title II of The Americans With Disabilities Act* which are applicable to the benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through contracts with outside contractors.

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

CONTRACTOR RESPONSIBILITY PROVISIONS

1. The contractor must certify, in writing, for itself and all its subcontractors, that as the date of its execution of any contract, that neither the contractor, nor any subcontractors, nor any suppliers are under suspension or debarment by the Commonwealth of Pennsylvania or any government entity, instrumentality, or authority and, if the contractor cannot so certify, then it agrees to submit, along with the bid/proposal, a written explanation of why such certification cannot be made.

2. The contractor must also certify, in writing, that as of the date of its execution of any contract it has no tax liabilities or other Commonwealth obligations.

3. The contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the contractor shall have an obligation to inform the contracting agency if, at any time during-the term of the contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.

4. The failure of the contractor to notify Owner of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the contract between the contractor and Owner.

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

6. The contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the Internet at http://www.dgs.state.pa.us/debarment.htm or contacting the:

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

CONTRACTOR INTEGRITY PROVISIONS

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

1. Confidential information means information that is not public knowledge, or available to the public on request, disclosure of which would give an unfair, unethical, or illegal advantage to another desiring to contract with Owner for this project.

2. Consent means written permission signed by a duly authorized representative of Owner, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, Owner shall be deemed to have consented by virtue of execution of this agreement.

3. Contractor means the individual or entity that has entered into the Contract with Owner, including directors, officers, partners, managers, key employees and owners of more than a five-percent interest.

4. Financial interest means:
   - Ownership of more than a five percent interest in any business; or
   - Holding a position as an officer, director, trustee, partner, employee, or the like, or holding any position of management.

5. Gratuity means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.

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

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

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

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

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

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

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

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

The Contractor, upon the inquiry or request of Owner or any of its agents or representatives, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by Owner to the Contractor's integrity or responsibility, as those terms are defined by the Commonwealth's statutes, regulations, or management directives. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form which refer to or concern the Contract. Such information shall be retained by the Contractor for a period of three years beyond the termination of the Contract unless otherwise provided by law.

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

PUBLIC WORK EMPLOYMENT VERIFICATION ACT

General. In accordance with Act 127 of 2012, known as the Public Works Employment Verification Act ("the Act"), effective January 1, 2013, 43 P .S. §§ 167. 1-167.11, the Contractor shall use the Federal Government's E-Verify system to ensure that all employees performing work on the project, including subcontractor's employees, are authorized to work in the United States.
Verification Form. The Contractor shall verify the employment eligibility of each new employee hired after January 1, 2013 and submit the Commonwealth Public Works Employment Verification Form ("Form") included in the bid package attachments to the Owner.

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

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

The Prime Contractor shall include information about the requirements of the Act in all subcontracts.
Department of General Services. The Department of General Services is the Commonwealth agency responsible for enforcement and administration of the Act. Please direct questions about the Act to:

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

REVISIONS TO SPECIFICATIONS

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

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

CONTRACTOR REQUIREMENTS RELATED TO PUBLIC FUNDING FOR CONSTRUCTION

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

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

EROSION AND SEDIMENT CONTROL

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

UTILITY COORDINATION

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

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

CONTRACTOR WORK RESTRICTIONS

1. CONTRACTOR USE OF SITE AND PREMISES:
    - Work on holidays and weekends are prohibited unless written request is received by the township no less than 48 hours prior to the date and written permission is granted.
    - No lane restrictions are permitted between the hours of 6:00AM – 9:00AM and 3:00PM – 6:00PM.
    - Construction Operations: Limited to areas noted on Drawings.

2. WORK WITHIN RIGHT-OF-WAY FOR PUBLIC HIGHWAYS AND ROADS (if applicable):
    - Refer to the notes on the plans included in the bid documents.
    - Refer to the Special Provision for Item No. 0901-0001 entitled MAINTENANCE AND PROTECTION OF TRAFFIC DURING CONSTRUCTION.

ITEM 0901-0001 MAINTENANCE AND PROTECTION OF TRAFFIC DURING CONSTRUCTION

In accordance with Section 901 and as follows:

- Publication 212 Subchapter E, Temporary Traffic Control
- Publication 213, Temporary Traffic Control Guidelines
- Publication 46 Traffic Engineering Manual
- MUTCD 2009 Edition (Manual on Uniform Traffic Control Devices)
- Publication 236, Handbook of Approved Signs
- Publication 111, Traffic Control – Pavement Markings and Signing Standards

I. DESCRIPTION - This work is the furnishing, installing, maintaining and relocating of traffic control devices for all work associated with the project. Perform all work as described in these Specifications, Publication 213, the Special Provisions, Standard Drawings, the approved Traffic Control Plans (TCP), and as directed.

II. CONSTRUCTION – Provide and maintain traffic control signing in accordance with the traffic control plan, the Manual on Uniform Traffic Control Devices, 2009 Edition, Part 6 (MUTCD) and the provisions of Publication 213 (67 PA Code Chapter 212). Remove signing upon completion of the project.

No work may be done that will result in lane closures or impede the flow of traffic on legal holidays and Monday through Friday, between the hours of 6:00 a.m. to 9:00 a.m. and 3:00 p.m. to 6:00 p.m.

Coordinate traffic control efforts of this project with those of any adjacent construction projects.

Maintain constant surveillance of the traffic control operation and replace or correct any missing, damaged, ineffective or misaligned equipment to the satisfaction of the Engineer within four hours.

Install signs on breakaway posts in accordance with the standard drawings TC-8702B (Publication 111), except those mounted on barricades.

Do not park personal vehicles on local or state highways or seeded areas along the highway.

Have any deviation from the Traffic Control Plan approved by the Engineer before putting the change into operation.

All workers are to follow the regulations set forth in Title 23 of the Code of Federal Regulations (CFR) Part 634 in regards to the worker's safety apparel.

Cover or remove all conflicting signs. Do not place tape or adhesive on face of signs. Store signs in such a way that no damage occurs to the face of sign.

Notify the local municipality, the local fire and police departments, local school district's transportation coordinator, the local ambulance services, and PennDOT Permits Unit fourteen (14) calendar days prior to commencing construction and any significant traffic pattern change. Provide documentation of the notification to the Engineer.

The contractor is required to submit a road restriction form to the District 6-0 Press Office one week in advance of any lane closures and two weeks in advance of any full closures that necessitate a detour. The form is available online at penndot.gov/district6/roadrestrictionform or by calling 610-205-6797.

Notify the District 6-0 Regional Traffic Management Center (RTMC), 610-205-6934, fifteen (15) minutes in advance of any proposed lane closure or shoulder restriction, road closure, or any operation impeding the flow of traffic. Notify the RTMC when the road is restored to normal operation.

Have all traffic control devices inspected by the Municipality's Representative prior to the start of work.

Coordinate delivery of material to minimize any inconvenience to the traveling public. Have all vehicles entering and leaving the work area do so in a manner that is not hazardous to or does not interfere with highway traffic.

Maintain all vehicular and pedestrian access to adjacent property owners at all times, unless otherwise arranged with property owner, in writing, or as directed.

Maintain construction site in neat and orderly condition to satisfaction of Inspector-In-Charge.

Protect excavations, obstructions and construction work so as not to expose pedestrians to hazards.

Provide all signs with Type III (orange) retroreflective sheeting material on all long-term traffic control devices.

Designate an individual (or individuals) as Traffic Control Supervisor(s) responsible for the maintenance and protection of traffic items. Furnish to the Municipality, the local police, the local fire department(s), the name(s), address(s) and telephone(s) of the Traffic Control Supervisor(s). Have the Traffic Control Supervisor(s) available at all times. Be responsible for the maintenance and protection of traffic items for the entire duration of the project, 24 hours per day, 7 days a week. Have the Traffic Control Supervisor(s)

make a daily review of all devices and traffic control operations. Document in a diary, kept current at all times, all daily field views and corrective action taken pertaining to maintenance and protection of traffic.

Do not perform travel lane restrictions or perform any activities which will impede traffic during the following periods:

- Friday 6:00 A.M. through Monday 9:00 A.M. (Easter Weekend)
- Friday 6:00 A.M. through Tuesday 9:00 A.M. (Memorial Day Weekend)
- July 3, 6:00 A.M. through July 5, 9:00 A.M. (Independence Day Holiday)
- Friday 6:00 A.M. through Tuesday 9:00 A.M. (Labor Day Weekend)
- Wednesday 6:00 A.M. through Monday 9:00 A.M. (Thanksgiving Weekend)
- December 23, 6:00 A.M. through December 26, 9:00 A.M. (Christmas Holiday)
- December 30, 6:00 A.M. through January 2, 9:00 A.M. (New Year Holiday)

The Department and/or Municipality reserves the right to limit lane closures with a 48 hour advance written notice.

Provide the Municipality's Representative with information 24 hours in advance pertaining to potential traffic restrictions.

Maintain all cross traffic at all intersections.

Maintain access to all streets and driveways.

Maintain and protect pedestrian traffic through the construction area at all times except where indicated. Divert pedestrian traffic at the nearest controlled intersection on either side of the work zone if required. Whenever closure of a sidewalk is required refer to Publication 213, Temporary Traffic control Guidelines, PATA 128, 129, 217, & 218 for short-term and long-term sidewalk detour or diversion and PATA 130 & 219 for short-term and long-term crosswalk closures and pedestrian detours.

Divert pedestrian traffic as necessary and as directed by PennDOT and/or Municipal Engineer where sidewalk is disturbed and pedestrian mobility is compromised. Provide proper barrier and signing as necessary and approved by PennDOT and Municipal Engineer.

When replacing controller units, utilize qualified flaggers as indicated and necessary during all stages of construction per PATAs 107, 109, 110, and 302 as required.

III. MEASUREMENT AND PAYMENT - Lump Sum

ITEM 4953-0408 WIRELESS BROADBAND COMMUNICATION SYSTEM, MODIFIED

In accordance with Section 953 and as follows:

Section 953.1 DESCRIPTION – Revise to read:

I. DESCRIPTION – This work is the furnishing and installation of a 5.8 GHz radio communications system for the control of traffic signals and the furnishing and installation of equipment necessary to provide communication between controller and assemblies and other components that form a system, as indicated on the approved plans, including a radio survey.

II. MATERIALS – 953.2

III. CONSTRUCTION – 953.3 and Revise by adding:

Perform radio site survey utilizing 5.8 GHz radios to confirm signal strength and location and orientation of proposed radios/antennas required for 5.8GHz communications along the corridor. Prepare and furnish complete report with procedures, pictures, set-up, findings, and recommendations to both PennDOT District 6-0 Traffic Unit and to Abington Township prior to any installation of new radio units, antennas, and repeaters in the field.

Install all radio antennas/repeaters on existing traffic signal poles and/or street light poles per the locations determined by radio site survey. Make all electrical connections necessary to connect to streetlight power supplies for standalone repeater locations.

IV. MEASUREMENT AND PAYMENT – 953.4 and Revise by adding:

Cost includes tree trimming and Radio Site Survey

ITEM 9000-0001 WOODEN UTILITY POLE ASSEMBLY

I. DESCRIPTION – This work is furnishing and installing wooden utility poles, with a 35-foot above surface height, to install proposed radio antenna and/or repeaters.

II. MATERIALS – Section 1031.2 and as follows:

Wood Poles:
Furnish and install southern yellow pine wood pole(s) that meet the following minimum requirements:
Provide minimum 35-foot above surface clearance, Class 4, Construction Grade C wood pole(s), as required, in accordance with ANSI-O5.1 specifications.
Provide pole treatment compound in accordance with AWPA-C4 specifications.

III. CONSTRUCTION –

Install wooden pole(s) as needed to compliment Item 0953-0408. If additional radio antenna and/or repeaters are necessary and there are no Township owned facilities (i.e. – street light pole, other traffic signal pole, etc…), utilize wooden pole to ensure appropriate coverage and fully operational wireless broadband communications system for the project.

If recommended by the radio vendor for the project, provide location(s) that will require a wooden pole(s) to the Township Representative/Project Inspector, for approval prior to installation.

Conform pole treatment process to AWPA-C4 and provide retention of CCA dry salts of 0.6 lb. per cubic feet.

Install pole(s) within the existing legal right of way.

Install pole(s), in accordance with the current specifications and standards of NELA, EE1, and NESC.

Dig holes with vertical sides and with a diameter large enough to permit use of a mechanical tamper around the pole(s).

Allow the Project Inspector/Representative to inspect and approve the installation of the pole(s) prior to backfilling.

Provide a plate, as approved by the Project Inspector/Township Representative, on the pole(s) indicating the owner and the pole number. Use the first four numbers of the location latitude and longitude for the pole numbering convention.

IV. MEASUREMENT AND PAYMENT – Each. (Item may not be needed but is included if existing pole mounts are not available)

ATTACHMENTS

TST Grant Funding Contract
RCO Certification Form
Ordiance No. 2193 Establishing Procedures for Certification of Responsible Contractor Requirements
CS-4171 Form

ABINGTON TOWNSHIP
CONTRACTOR RESPONSIBILITY CERTIFICATION FORM

Contractor Name: _____ Date: _____, 20_____

Contractor Address: _____

_____, _____ Zip Code_____

Contact Name: _____E-mail_____

Contact Direct Phone No.: _____ Fax No.: _____

Project Name: _____

To be certified, Contractor is required to check all the following boxes:

		Yes	No
1.	Does the Contractor and its employees have all valid, effective licenses, registrations or certificates required by federal, state, county, or local law, including, but not limited to, licenses, registrations or certificates required to: (a) do business in the designated locale; and (b) perform the contract work it seeks to perform? These shall include, but are not limited to, licenses, registrations or certificates for any type of construction or maintenance trade work or specialty work which the firm proposes to self-perform.	☐	☐
2.	Does the Contractor meet the bonding requirements for the contract, as required by applicable law or contract specifications and any insurance requirements, as required by applicable law or contract specifications, including general liability insurance, workers compensation insurance and unemployment insurance?	☐	☐
3.	Has the Contractor been debarred by any federal, state or local government agency or authority in the past three (3) years?	☐	☐
4.	Has the Contractor defaulted on any project in the past three (3) years?	☐	☐
5.	Has the Contractor had any type of business, contracting or trade license, registration, or other certification revoked or suspended by any government agency or authority in the past three (3) years?	☐	☐
6.	Has the Contractor or its principals/owners been convicted of any crime relating to the contracting business in the past ten (10) years?	☐	☐

7. Has the Contractor within the past three (3) years been found in violation of any law applicable to its contracting business, including, but not limited to, licensing laws, tax laws, prompt payment laws, wage and hour laws, prevailing wage laws, environmental laws or others, where the result of such violation was the payment of a fine, back pay damages or any other type of penalty in the amount of $5,000 or more? ☐ ☐

8. The Contractor will employ a sufficient number of craft labor personnel required to successfully perform any project work it self-performs or shall use qualified subcontractors to meet this requirement. ☐ ☐

9. The Contractor will ensure that all craft labor it employs on the project will have completed, prior to working on the project, the OSHA 10 hour training course for safety established by the U.S. Department of Labor. ☐ ☐

10. The construction manager, general contractor or other lead or prime contractor responsible for the project shall ensure that at least 70 percent of the craft labor workforce employed on the project shall be comprised of either journeypersons, workers who have successfully completed an apprenticeship training program registered with and approved by the U.S. Department of Labor or a state apprenticeship agency, or registered apprentices enrolled in such programs. ☐ ☐

    A. These craft labor requirements ensure that the great majority of the craft labor personnel employed on the project have the requisite skills and qualifications to perform the project work as they will be participants in or graduates of *bona fide* apprenticeship training programs in each trade or craft in which their services are utilized.

    B. For purposes of this subsection, apprenticeship training programs may include those which are subject to the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001 *et seq*. ("ERISA"), or non-ERISA programs.

    C. To demonstrate compliance with this section 10, the Contractor shall provide, with this certification, a list of all trades or classifications of craft employees it will employ on the project and the names and addresses of all applicable apprenticeship programs relating to craft personnel utilized on the project.

11. The Contractor shall assign workers to perform only work in their respective craft or trade for which they have sufficient skills and training, or shall use qualified subcontractors to meet this requirement. ☐ ☐

12.	The Contractor has all other technical qualifications and resources, including equipment, personnel and financial resources, to successfully perform the referenced contract, and shall maintain such capabilities throughout the duration of the project, or will obtain same through the use of qualified, responsible subcontractors or vendors.	☐	☐
13.	The Contractor shall notify the Township within seven days of any material changes in its operation that relates to any matter attested to in this certification.	☐	☐
14.	The Contractor understands that this Contractor Responsibility Certification shall be executed by a person who has sufficient knowledge to address all matters in the Certification and said signature shall constitute an attestation, under the penalty of perjury, that the information submitted is true, complete and accurate.	☐	☐

Upon receipt of a Notice of Intent to Award Contract, the Contractor will provide the Township with a subcontractor list and subcontractor information and certifications as specified in the Responsible Contractor Ordinance.

ATTACH ADDITIONAL SHEETS IF NECESSARY.

Signature of Bidder's Authorized Representative: _____

Title: _____

Date: _____

TOWNSHIP OF ABINGTON,
MONTGOMERY COUNTY, PENNSYLVANIA

ORDINANCE NO. 2193

AN ORDINANCE
ESTABLISHING PROCEDURES FOR CERTIFICATION OF RESPONSIBLE CONTRACTOR REQUIREMENTS

WHEREAS, the Township of Abington is a duly organized Township of the first class, existing and operating in accordance with the laws of the Commonwealth of Pennsylvania; and

WHEREAS, Abington Township ("Township") is empowered to enact certain laws needed to protect its proprietary and financial interests relating to major capital investments it makes in public works projects, as well as those relating to the public health, safety, and welfare of its residents; and

WHEREAS, the Township has particular concerns regarding the challenges it faces in planning and executing public works construction projects, especially those relating to its ability to ensure the use of properly qualified contractors and subcontractors and adequate numbers of craft personnel who have industry recognized training in the respective skills and trades needed for future projects; and

WHEREAS, the Township hereby adopts the Responsible Contractor Resolution 23-001, attached hereto as Exhibit A ("Resolution"), resolving to address the above-referenced challenges through appropriate procurement and contracting legislation as embodied in this ordinance and wishes to incorporate the terms of the Resolution in their entirety as material terms of this ordinance.

NOW, THEREFORE, BE IT ORDAINED AND ENACTED by the Board of Commissioners of Abington Township, the following requirements are adopted for public works contracts as specified herein:

SECTION I

§1. Purpose

The Township recognizes there is a need to ensure that all work on public construction and maintenance contracts is performed by responsible, qualified firms that maintain the capacity,

expertise, personnel and other qualifications and resources necessary to successfully perform public contracts in a timely, reliable, and cost-effective manner.

To effectuate the purpose of selecting responsible contractors for these public contracts and to protect the Township's proprietary investments in such contracts, prospective contractors and subcontractors, should be required to meet pre-established, clearly defined, minimum qualification standards regarding past project performance in terms of competency, safety and law compliance, technical abilities, experience, and adequacy of resources.

Further, due to the critical impact that skilled craft labor has on the execution of public works projects, and the increasingly limited availability of such labor, it is necessary to require contractors and subcontractors to participate in proven apprenticeship training programs as a condition of bidding to promote successful project delivery and help ensure future workforce development.

Therefore, the Township shall require compliance with the provisions of this ordinance by business entities seeking to provide services to the Township as specified herein. The requirements of this ordinance are intended to supplement, not replace, existing contractor qualification and performance standards or other criteria currently required by the Township. However, in the event that this ordinance conflicts with any law, public policy or contracting documents of the Township, this ordinance shall prevail.

§2. Responsible Contractor Requirements

(a) This ordinance shall apply to all public works projects undertaken by the Township for construction, demolition, alteration, renovation, modernization, service or maintenance of buildings, structures, or facilities valued at or above $350,000. All contractors and subcontractors of any tier that perform work on such projects, regardless of the value of the individual contract or subcontract package, shall meet the requirements of this ordinance.

(b) All firms engaged in public works contracts subject to this ordinance, including general contractors, construction managers, other lead or prime contractors, and subcontractors at any level, shall be qualified, responsible contracting firms that have sufficient capabilities in all respects to successfully perform contracts on which they are engaged, including the necessary experience, equipment, technical skills and qualifications and organizational, financial and personnel resources. Firms bidding or otherwise participating in public works contracts shall also be required to have a satisfactory past performance record and a satisfactory record of law compliance, integrity, and business ethics.

(c) The firm will pay all craft employees on the project, at a minimum, the applicable wage and fringe benefit rates, as established for the classification in which the worker is employed, in accordance with 43 PA. CONS. STAT. § 165-1 *et seq.*

§3 Contractor Responsibility Certifications

(a) As a condition of performing work on a public works contract subject to this ordinance, a general contractor, construction manager or other lead or prime contractor seeking award of a contract shall submit a Contractor Responsibility Certification, as specified herein. Subcontractors used on the contract are likewise required to provide similar Subcontractor Responsibility Certifications as provided by section 7 of this ordinance.

(b) The Contractor Responsibility Certification shall be completed on a form provided by the Township and shall reference the project for which a bid is being submitted by name and contract or project number.

(c) In the Contractor Responsibility Certification, the construction manager, general contractor, or other lead or prime contractor shall confirm the following facts regarding its past performance and work history and its current qualifications and performance capabilities:

(1) The firm and its employees have all valid, effective licenses, registrations, certificates, or other credentials required by federal, state, Township, or local law.

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

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

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

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

(6) The firm and its principals/owners have not been convicted of any crime relating to its contracting business in the past ten years.

(7) Within the past three years, the firm has not been found in violation of any law applicable to its contracting business, including, but not limited to, licensing laws, tax laws, prompt payment laws, wage and hour laws, prevailing wage laws, environmental laws or others, where the result of such violation was the payment of a fine, back pay damages or any other type of penalty in the amount of $5,000 or more.

(8) The firm will employ a sufficient number of craft labor personnel required to successfully perform any project work it self-performs or shall use qualified subcontractors to meet this requirement.

(9) The firm will ensure that all craft labor it employs on the project will have completed, prior to working on the project, the OSHA 10-hour training course for safety established by the U.S. Department of Labor. If the firm is a prime contractor, it shall also ensure that at least one person on the project has completed the OSHA 30-hour construction training course established by the U.S. Department of Labor.

(10) The construction manager, general contractor or other lead or prime contractor responsible for the project shall ensure that at least 70 percent of the craft labor workforce employed on the project workforce shall be comprised of either journeyperson, workers who have successfully completed an apprenticeship training program registered with and approved by the U.S. Department of Labor or a state apprenticeship agency or registered apprentices currently enrolled in such programs.

A. These craft labor requirements that the great majority of the craft labor personnel employed on the project have the requisite skills and qualifications to perform the project work as they will be participants in or graduates of bona fide apprenticeship training programs in each trade or craft in which their services are utilized.

B. For purposes of this subsection, apprenticeship training programs may include those which are subject to the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001 et seq. ("ERISA"), or non-ERISA programs.

C. To demonstrate compliance with this section, the firm shall provide, with this certification, a list of all trades or classifications of craft employees it will employ on the project and the names and addresses of all applicable apprenticeship programs relating to craft personnel utilized on the project.

(11) The firm shall assign workers to perform only work in their respective craft or trade for which they have sufficient skills and training, or shall use qualified subcontractors to meet this requirement.

(12) The firm has all other technical qualifications and resources, including equipment, personnel, and financial resources, to successfully perform the referenced contract and shall maintain such capabilities throughout the duration of the project, or will obtain same through the use of qualified, responsible subcontractors or vendors.

(13) The firm shall notify the Township within seven days of any material changes in its operation that relates to any matter attested to in this certification.

(14) The firm understands that the Contractor Responsibility Certification required by this section shall be executed by a person who has sufficient knowledge to address all matters in the certification and shall include an attestation stating, under the penalty of perjury, that the information submitted is true, complete, and accurate.

(d) Execution of the Contractor Responsibility Certification required by this ordinance shall not establish a presumption of contractor responsibility, and the Township may require any additional information it deems necessary to evaluate a firm's status as a responsible contractor, including information regarding the firm's technical qualifications, financial capacity or other resources and performance capabilities. The Township may require that such information be included in a separate Statement of Qualifications and Experience or as an attachment to the Contractor Responsibility Certification.

(e) The submitting firm shall stipulate in the Contractor Responsibility Certification that, if it receives a Notice of Intent to Award Contract, it will provide a Subcontractor List and required subcontractor information as specified in Section 5 of this ordinance.

(f) If the submitting firm has ever operated under another name or is controlled by another company or business entity or in the past five years controlled or was controlled by another company or business entity, whether as a parent company, subsidiary or in any other business relation, it shall attach an appendix to its Contractor Responsibility Certification that explains in detail the nature of any such relationship. Additional information may be required from such an entity if the relationship in question could potentially impact contract performance.

(g) If a firm fails to provide a Contractor Responsibility Certification required by this section, it shall be disqualified from bidding. No action of any nature shall lie against the Township because of its refusal to accept a bid for this reason.

§4. Pre-Qualification Requirements

Each firm subject to the requirements of this Ordinance must submit a Contractor Responsibility Certification at least fourteen (14) calendar days before the specified bid submission deadline. Failure to submit a Contractor Responsibility Certification by the aforesaid deadline will automatically disqualify any firm from submitting a bid or proposal for a contract.

Upon the receipt of the pre-qualification Contractor Responsibility Certification, the Township shall determine whether the firm meets the requirements set forth in this Ordinance. Notice of the Township's determination shall be sent to the proposed firm no less than seven (7) calendar days before the specified bid submission deadline. All firms that are determined by the Township to meet the qualification requirements of this Ordinance shall be entitled to submit a bid or proposal for the project.

§5.Notice of Intent to Award Contract

(a) After it has received bids for a project, the Township shall issue a Notice of Intent to Award Contract to the firm that has submitted the lowest responsible bid.

(b) Such Notice shall be issued immediately or as soon as practicable after bids are opened and shall stipulate that the contract award is conditioned on the issuance of a written Contractor Responsibility Determination for the firm, as required by Section 7 of this ordinance, compliance with Subcontractor Certifications required by Section 6 of the ordinance, and any other qualification standards required by the Township.

§6. Subcontractor Responsibility Requirements

(a) Within fourteen (14) days of receiving a Notice of Intent to Award Contract, the prospective awardee shall submit to the Township a Subcontractor List, which provides the name and address of the subcontractors it will use on the project, the scope of the work assigned to each subcontractor, and Subcontractor Responsibility Certifications as required by this section.

(b) The prospective awardee shall not be permitted to use a subcontractor on any work performed for the Township unless it has identified the subcontractor on its Subcontractor List and provided a Subcontractor Responsibility Certification in accordance with the requirements of Section 3.

(c) At the time a perspective awardee submits the Subcontractor List it shall also submit Subcontractor Responsibility Certifications and applicable supporting information for all listed subcontractors to the Township.

(d) A prospective awardee shall determine whether any firm on its Subcontractor List is organized as a sole proprietership owned and operated by a single person. This shall apply to subcontractors at any tier. For any such entity, the prospectivee awardee shall ensure that the sole proprietership subcontractor is a legimate business entity and not a misclassified employee by requiring the subcontractor to supplement its Subcontractor Certification with

its Employer Identification Number and copies of any license, certificate, or registration it is required to maintain in order to do business in the state in which it is located.

(e) Subcontractor Responsibility Certifications shall be executed by the respective subcontractors on forms prepared by the Township and shall contain the same information, representations, and supporting information required in Contractor Responsibility Certifications, including verification of apprenticeship qualifications as required by Section 3(c)(10), for each trade or classification of craft workers it will employ on the project.

(f) Subcontractor Responsibility Certifications shall be executed by a person having sufficient knowledge to address all matters in the certification and shall include an attestation stating, under the penalty of perjury, that all information submitted is true, complete and accurate.

(g) A subcontractor listed on a firm's Subcontractor List shall not be substituted unless written authorization is obtained from the Township and a Subcontractor Responsibility Certification is provided for the substitute subcontractor.

(h) In the event that the Township determines that a subcontractor fails to meet the requirements of this ordinance or is otherwise determined to be non-responsible, it may, after informing the prospective awardee, exercise one of the following options:

(1) Permit the awardee to substitute a qualified, responsible subcontractor in accordance with the requirements of this section, upon submission of a completed Subcontractor Certification for the substitute and approval of the substitute by the Township.

(2) Require the awardee to self-perform the work in question if the firm has the required experience, licenses, and other qualifications to perform the work in question; or

(3) Disqualify the prospective awardee.

(i) In the event a subcontractor is disqualified under this ordinance, the general contractor, construction manager or other lead or prime contractor shall not be permitted to make any type of claim against the Township based on a subcontractor disqualification.

§7. Contractor Responsibility Review and Determination

(a) After the Township has issued a Notice of Intent to Award Contract to the lowest responsive bidder, it shall undertake a contractor responsibility review process to determine whether the firm is a qualified, responsible firm in accordance with the requirements of this ordinance and other applicable laws and regulations. The time frame for conducting this review process shall be as determined by the Township.

(b) As part of the review process, the Township shall ensure that the Contractor Responsibility Certification and Subcontractor Responsibility Certifications and applicable supporting information comply with the requirements of this ordinance.

(c) The Township may conduct any additional inquiries to verify that the prospective awardee and its subcontractors have the technical qualifications and performance capabilities necessary to successfully perform the contract and that the firms have a sufficient record of law compliance, integrity, and business ethics to justify the award of a public contract. In

conducting such inquiries, the Township may seek relevant information from the firm, its prior clients or customers, its subcontractors, or any other relevant source.

(d) After the Township determines that all responsibility certifications have been properly executed and has verified that all other relevant information submitted in response to requests pursuant to the review process indicates that the prospective awardee and its subcontractors are qualified, responsible firms, it shall issue a written Contractor Responsibility Determination for the prospective awardee.

(e) In the event a firm is determined to be non-responsible, the Township shall notify the firm and proceed to conduct a responsibility review of the next lowest, responsive bidder or, if necessary, rebid the project. A Responsibility Determination may be revoked at any time if the Township obtains relevant information warranting any such revocation.

§8. Execution of Final Contract

(a) A contract subject to this ordinance shall not be executed until all requirements of this ordinance have been fulfilled and until a Contractor Responsibility Determination has been issued by the Township under Section 7(d).

(b) Prior to the execution of a final contract under this Section, the Township shall publicly post the Notice of Intent to Award, Contractor and Subcontractor Responsibility Certifications, Subcontractor Lists, related supporting documentation, and the Contractor Responsibility Determination, on the Township website for public inspection for a period of ten (10) calendar days after the issuance of the Contractor Responsibility Determination.

§9. False or Misleading Responsibility Certifications

If the Township determines that a Contractor Responsibility Certification, Subcontractor List, or Subcontractor Responsibility Certification contains false or misleading material information that was provided knowingly or with reckless disregard for the truth or omits material information knowingly or with reckless disregard of the truth, the firm for which the certification was submitted shall be disqualified from the project and shall be prohibited from performing work for the Township for a period of three years. The Township may withhold payment of any monies due to the firm as damages and impose other applicable penalties and sanctions, including contract termination, as permitted by law or contract.

SECTION II

Any and all other ordinances or parts of ordinances in violation or in conflict with the terms, conditions and provisions of this ordinance are hereby repealed to the extent of such irreconcilable conflict.

SECTION III

The terms, conditions and provisions of this ordinance are hereby declared to be severable, and, should any portion, part or provision of this ordinance be found by a court of competent jurisdiction to be invalid, unenforceable or unconstitutional, the Board of Supervisors hereby declares its intent that the ordinance shall have been enacted without regard to the invalid, unenforceable or unconstitutional portion, part, or provision of this ordinance.

SECTION IV

This ordinance shall become effective five (5) days after enactment.

ORDAINED AND ENACTED this 12th day of January, 2023.

TOWNSHIP OF ABINGTON

BOARD OF COMMISSIONERS

Attest:

By:

Richard J. Manfredi
Township Manager & Secretary

Thomas Hecker, President



CS-4171 (8-16)

pennsylvania
DEPARTMENT OF TRANSPORTATION
www.penndot.gov

CERTIFICATE OF COMPLIANCE

INSTRUCTIONS

Refer to Publication 2, Project Office Manual, Section B.6.3 for additional guidance in completing this Form.

1. COUNTY, LR/SR, SEC/SEG. ECMS#
To be completed by the party that will ship the material to the construction project, otherwise leave blank.

2. NAME OF MANUFACTURER, FABRICATOR, COATER, PRECASTER OR PRODUCER
- Check appropriate box; manufactured, fabricated, coated, precasted or produced as appropriate. If a single company performs more than one operation (e.g., a company manufactures and coats guiderail), more than one box may be checked.
- Also, provide the name and the supplier code of the manufacturer, fabricator, coater or precaster of the material listed in Bulletin #15 or the name and the supplier code of the Producer of material listed in Bulletin # 14, 41 or 42.
- To be completed by the party that is shipping approved material to the next destination.

3. MEETS SPECIFICATION REQUIREMENTS
To be completed by the party that is shipping approved material to the next destination.

4. SHIPPED TO
List the name of the company that material is being shipped to.

5. LOT NUMBER, QUANTITY, DESCRIPTION OF MATERIAL
To be completed by the party that is shipping approved material to the next destination.

6. CHECK THIS BLOCK IF YOUR PRODUCT CONTAINS IRON OR STEEL
To be completed by the party that is shipping approved material to the next destination.

7. VENDOR CLASSIFICATION (CHECK ONE BLOCK ONLY)
If you are a Manufacturer, Fabricator, Coater or Precaster listed in Bulletin #15, or a Producer listed in Bulletin # 14, 41 or 42, check block # 1.

If you are a *Distributor, *Supplier or *Private Label Company of Bulletin #15 items, check block # 2.
(* - These categories are not eligible for listing in Bulletin #15, however, you may provide material for PennDOT projects on condition that the material being shipped is listed in Bulletin #15.)

8. CERTIFICATION REQUIREMENTS, Name, Title, Date, Company Name, and Signature
Enter the required information and sign the Certificate of Compliance form.

9. COMPLETE LINE # 9 ONLY IF YOU CHECKED BLOCK # 2 ON LINE # 7, OTHERWISE LEAVE BLANK
List company that sold the material to you. (Company Name)

IN ADDITION:

2. & 5. Private Label Companies who complete the Certificate of Compliance form CS-4171 must identify the true manufacturer (Line 2) and the approved material (Line 5) as it is listed in Bulletin # 15 under that manufacturers listing.

After completing the Certificate of Compliance form CS-4171, maintain the original at your company's location. A copy of the Certificate of Compliance form must accompany your material shipment to its next destination. Also, if you receive material shipments from other companies related to PennDOT projects, the accompanying Certificate of Compliance forms must be kept on file at your location. These files must be available for inspection and verification by a Department Representative for a period of not less than THREE years from the date of the last shipment.

CS-4171 (8-16)

pennsylvania
DEPARTMENT OF TRANSPORTATION
www.penndot.gov

CERTIFICATE OF COMPLIANCE

1. ◆**COUNTY:**_____ ◆**LR/SR:**_____ ◆**SEC/SEG:**_____ ◆**ECMS#:**_____
(◆ - To be completed by the party that will ship the material to the project, otherwise leave blank.)

2. I / WE hereby certify that the material listed on line 5 was:

If a single company performs more than one operation (e.g., a company manufactures and coats guiderail), more than one box may be checked.

☐ Manufactured ☐ Fabricated ☐ Coated ☐ Precasted ☐ Produced

By_____ _____
(Name of Manufacturer, Fabricator, Coater, Precaster or Producer) (Supplier Code)

3. and the party listed above certifies that the material(s) on line 5 meets the requirements of

Publication 408, Section(s) _____

AASHTO, ASTM, Federal or other designation _____

4. The material listed below is being shipped to:_____
(Company Name)

5. **LOT NO.** **QUANTITY** **APPROVED MATERIAL AS LISTED IN BULLETIN # 14 or 15 BULLETIN # 41 or 42 PRODUCERS, LIST HMA / PCC JMF.**

_____
_____
_____
_____
_____
_____

6. ☐ **CHECK HERE IF YOUR PRODUCT CONTAINS IRON OR STEEL.** I certify the material identified above conforms to Sections 106.01 and 106.10(a) of Publication 408.

CHECK ONE OF THE TWO BOXES:

☐ Product is 100% US Steel.

☐ Product contains minimal foreign steel in accordance with Act 3 and Buy America Attach receipts verifying the cost of the product's foreign steel and domestic steel.

CHECK THE BOX THAT APPLIES TO YOUR PRODUCT:

☐ 'Identifiable Steel' - Steel products that contain permanent markings that identify that the material was melted and manufactured in the United States. **Only Form CS-4171 is required.**

☐ Steel Products with In-Plant Inspection by a Department Representative - Steel products and products containing steel which received in-plant inspection by the Department or Department representative where it was verified that the steel was melted and manufactured in the United States. **Only Form CS-4171 is required.**

☐ 'Unidentified Steel' – Steel products that do not meet the definition of "Identifiable Steel' and do not receive in-plant inspection as defined above. **Attach supporting documentation including invoices, bills of lading and mill test reports that positively identify that the steel was melted and manufactured in the United States.**

7. **VENDOR CLASSIFICATION (CHECK ONE BLOCK ONLY) -**

☐ **#1 Manufacturer, Fabricator, Coater, Precaster Listed in Bulletin # 15, or Producer Listed in Bulletin # 14, 41 or 42**
I certify that the above statements are true and to the best of my knowledge, fairly and accurately describe the product(s) listed.

☐ #2 **Distributor, Supplier or *<u>Private Label Company</u> Not Listed in Bulletin # 15. Also, complete line 9**
I certify that the material being supplied is one and the same as provided to us by the manufacturer listed on this document and quantities listed above are accurate.

8. **NAME (print) :** _____ **TITLE:**_____

COMPANY NAME : _____

SIGNATURE : _____ **DATE:** _____
By Responsible Company Offical

9. List company that sold you the material(s) documented above: _____
(Complete if you checked Block # 2 on line # 7, otherwise leave blank.) (Company Name)

BOARD OF COMMISSIONERS REGULAR PUBLIC MEETING

AGENDA ITEM

August 8, 2024	BOC-04-080824	FISCAL IMPACT
DATE	*AGENDA ITEM NUMBER*	Cost > $10,000
		Yes ☐ No ☐
Administration		PUBLIC BID REQUIRED
DEPARTMENT		Cost > $20,100
		Yes ☐ No ☐

AGENDA ITEM:

Melillo Consulting Mitigation Services Ratification

EXECUTIVE SUMMARY:

This agenda item is related to findings of the Township's network assessment currently being completed by Melillo Consulting. Through the assessment, urgent and critical issues with the Township's firewall were discovered. Given the vulnerabilities, the Township was advised to immediately remediate the findings. This work will help strengthen the Township's cybersecurity and help reduce vulnerabilities related to our Firewall. As this is related to a current service being provided to the Township, the Board of Commissioners must ratify the authorization of this work.

PREVIOUS BOARD ACTIONS:

N/A

RECOMMENDED BOARD ACTIONS:

Motion to ratify Abington Township Network Assessment - Change Order #1 for Melillo Consulting, Inc. for an amount not to exceed $14,420.

BOARD OF COMMISSIONERS REGULAR PUBLIC MEETING

AGENDA ITEM

August 8, 2024	BOC-05-080824	FISCAL IMPACT
DATE	*AGENDA ITEM NUMBER*	Cost > $10,000
		Yes ☐ No ☐
Administration		PUBLIC BID REQUIRED
DEPARTMENT		Cost > $20,100
		Yes ☐ No ☐

AGENDA ITEM:

Selection of Township Arborist

EXECUTIVE SUMMARY:

A Request for Proposals for Consulting Arborist Services was prepared and advertised. Two consulting arborists responded. The Shade Tree Commission upon review of the proposals is recommending Rockwell Associates be approved for Township arborist services through 12/31/25. This selection is based on their municipal experience and service rates. They demonstrated greater experience then the other respondent and have a lower hourly rate.

PREVIOUS BOARD ACTIONS:

The Shade Tree Commission (STC) requested the inclusion of a consulting arborist in their FY 2024 budget request. It was included in the adopted FY 2024 adopted budget.

RECOMMENDED BOARD ACTIONS:

Motion to engage Rockwell Associates as the consultant for Township arborist as recommended by the Shade Tree Commission at the fees included in their proposal dated June 25, 2024.

ABINGTON TOWNSHIP

REQUEST FOR QUALIFICATIONS (RFQ):

Consulting Arborist Services for Abington Township

PROPOSAL INFORMATION

Submittal Deadline:
Wednesday, July 3, 2024

Submit Qualifications to:

Richard J. Manfredi
Township Manager
Abington Township
1176 Old York Road
Abington, PA 19001

Any inquiry concerning this RFQ should be directed by e-mail to:

Ashley McIlvaine
amcilvaine@abingtonpa.gov

REQUEST FOR QUALIFICATIONS:

Consulting Arborist Services for Abington Township

Abington Township will accept qualifications for consulting services regarding arborist services in Abington Township, until **12:00 p.m. on Wednesday, July 3, 2024**, to tcastorina@abingtonpa.gov.

All qualifications presented will be in accordance with the Request for Proposal ("RFQ" and/or "Proposal") specifications. One (1) electronic copy of each proposal shall be submitted to and received by e-mail at tcastorina@abingtonpa.gov with the subject line as "RFQ –Arborist" on or before **12:00 p.m. on Wednesday, July 3, 2024.** One (1) original hard copy of the RFQ should also be submitted to the Township at:

Richard J. Manfredi
Township Manager
1176 Old York Road
Abington, PA 19001

For an electronic version of the RFQ, please e-mail
tcastorina@abingtonpa.gov or visit www.abingtonpa.gov/RFP

If you have any questions regarding the contents of this RFQ, please contact Ashley McIlvaine Assistant Township Manager, as noted in the Request for Qualifications.

ABINGTON TOWNSHIP

REQUEST FOR QUALIFICATIONS:

Consulting Arborist Services for Abington Township

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I. GENERAL INFORMATION

A. BACKGROUND

Abington is a township located in Montgomery County, Pennsylvania, comprised of approximately 58,000 residents. The Township functions under a fifteen (15) member Board of Commissioners under a Council-Manager form of government with Departments providing quality services.

Trees are an asset to the community and people of Abington Township. The township strives to plant, preserve and maintain trees located throughout the communities of Abington Township. As such, the township of Abington is requesting written proposals to serve as the township's Certified Consulting Arborist.

The Abington Township Shade Tree Commission (STC) was created in 1975. The STC serves in an advisory capacity to the Township to ensure the health and sustainability of Abington's trees and woodlands. A recent assessment of the state of Abington's tree canopy and the call to action can be viewed here. Click here to view the final Master Tree Action Plan.

In March 2023, Abington Township celebrated its 16th year as a **Tree City USA®** and received the Growth Award, marking its commitment to conserve and enhance Abington's historical, cultural and environmentally important landscapes. Properly placed and spaced trees clean and absorb stormwater, increase property value, improve the township's beauty, reduce traffic speeds, improve pedestrian safety, cool us down in the summer, enhance our health and more!

Recognizing the importance of investing in our forest, in 2020 Abington Township contracted with the USDA Forest Service Philadelphia Field Station to assess its urban tree canopy, how it has changed and how it is distributed. This analysis informed the priorities laid out in this plan.

The purpose of this plan is to provide a community roadmap for sustaining Abington Township's urban forest. It represents an integrated set of goals, objectives, and actions for the years 2023 to 2033 that will be instrumental in achieving Abington's shared vision.

This plan is also meant to be incorporated into Vision2035: Abington Township's Comprehensive Plan. The Township Comprehensive Plan is one in which all members of the community – residents, businesses, employees and visitors – experience a high quality of life, in which the health of the natural environment and the health of the general public are intrinsically linked and are highly valued and protected. Our urban forest – the collection of trees, other vegetation, and water within Abington Township – is essential to sustaining our natural environment, our public health, our property values, and our vibrant community.

The services provided by the consulting arborist will help support the many people working and volunteering to realize these important goals for growth and sustainability of our tree canopy.

B. PROFESSIONAL CREDENTIALING

The consultant(s) assigned to the project must meet the following requirements:

Qualifications

Minimum Qualifications:

- ISA Certified Arborist
- Active membership in the International Society of Arboriculture
- 5 years of experience in arboriculture and related fields
- Experience with municipal work

Preferred Qualifications:

- ISA Certified Arborist Municipal Specialist
- Active membership in Society of Municipal Arborists
- Tree Risk Assessment Qualification
- Bachelor's degree from an accredited college or university in Urban Forestry or similar major

Thorough technical understanding of:

- Native trees of Southeastern Pennsylvania
- Proper tree planting procedures and theories
- General tree maintenance, including insect and disease identification.
- General understanding of IPM
- Root aeration, drainage, and grade changes
- Tree protection best practices during construction
- Tree physiology including the function and parts of trees and their interrelationships.
- Soil characteristics, including factors such as fertilizer, lime, soil components, pH and soil organisms that affect the health of trees.
- General tree maintenance, including insect and disease identification and both chemical and non-chemical control.
- Structured repairs, such as cabling, bracing, bark tracing, root aeration, drainage and grade changes and construction damages
- Working knowledge of municipal policies, operation, procedures, ordinances, and functions.
- Has effective communication skills, both written and oral, with staff, government officials and members of the public.
- Ability to read and interpret technical documents, regulations, procedure manuals and plans.

C. RFQ SCHEDULE (subject to change) This Request for Qualifications schedule is proposed as follows:

DATE	EVENT
June 10, 2024	Issued and Notice Given on Website
July 3, 2024	**Submission Deadline (12:00 p.m.)**
July 3 – July 22, 2024	Review & Evaluation of Submissions
August 8, 2024	Selection of Consultant

D. QUESTIONS

Any questions regarding this RFQ should be directed to the Office of the Township Manager by email to:

Ashley McIlvaine
amcilvaine@abingtonpa.gov

All questions must be received by **12:00 p.m. on June 27, 2024**. Inquiries received after 12:00 p.m. on June 27, 2024 will not receive responses. No responses will be provided to telephone inquiries.

E. ADDENDA

To ensure consistent interpretation of certain items, answers to questions the Township deems to be in the interest of all will be made available on the Township website at www.abingtonpa.gov/RFP. Responses to questions will not be issued in the form of an Addendum to the Request for Qualifications.

Abington Township may, in the Township's sole and absolute discretion and without explanation to the prospective proposer(s), at any time choose to discontinue this RFQ without obligation to any proposer(s) who have submitted a Proposal.

II. SCOPE OF WORK

The Township is soliciting qualifications from consultants interested in performing arborist related services in Abington Township **through December 31, 2025**. The services under consideration in this request for qualifications involve (but are not limited to):

- The Scope is not necessarily all-inclusive, and Abington Township may add any additional tasks or services related to tree management as necessary. All tasks are on

an as needed basis, as requested in writing, by the township.

- Conduct inspections and site visits for review of existing trees. Report on tree conditions, both orally and in written form, and provide an accurate and detailed assessment of tree species, size, health, evaluation of root conditions, structure, risk factors and monetary value. Provide pest and disease diagnostics and provide protection strategies from the physical stresses of construction.

- Assist and advise the township on landscape plans as needed. Advise staff on all matters related to tree plantings, pruning and removals for all street trees and trees in public areas. Act in an advisory capacity to the township's Commissions, Board of Commissioners and Township staff.

- Provide training or written guidelines to township staff regarding arboriculture best practices pertaining to the evaluation of diseased and hazardous trees, tree removals and pruning requirements. Work with Township staff to evaluate impacts to trees in relation to new development. Assist the Township with other duties that may be requested, related to tree protection and management.

- Attend monthly Shade Tree Commission Meetings Advise members of the STC in their review process.

- Work with the township staff liaison to the STC to review plans and prepare for public meetings.

- Conduct inspections and site visits for review of existing trees at the Township's request as needed and provide a report of each site visit.

- Assist with development and updates to the township's ordinance related to tree protection.

- Respond to requests for service within 48 hours and to prepare routine reports and correspondence within the requested time.

III. PROPOSAL ELEMENTS

A. General Requirements

1) Proposal Submission: One (1) electronic copy of the Proposal shall be sent to and received by tcastorina@abingtonpa.gov with the subject line "RFQ- Consulting Arborist Services" and one (1) original hard copy of the Proposal shall be sent to

Richard J. Manfredi

Township Manager
1176 Old York Road
Abington, PA 19001

Qualifications must be submitted no later than **12:00 p.m. on July 3, 2024** to:
tcastorina@abingtonpa.gov

Any Proposal submitted after the deadline will not be considered.

2) Preparation costs: The Township will not be responsible for any costs associated with the preparation, submission, or presentation of any Proposal.

3) Minority Proposer: Abington Township encourages all qualified businesses, including minority-owned and women-owned businesses, to respond to all invitations to this RFQ.

4) All submitted qualifications will be the property of Abington Township.

5) Open Records Law/Public Information: Under the Pennsylvania Right-to-Know (the "Law"), 65 P.S. §67.101, et seq., as amended, and other applicable laws, a record in the position of the Township is presumed to be a public record subject to disclosure to any legal resident of the United States upon request, unless protected by a statutory exception.

6) This RFQ shall not, without the Township's prior written consent, be disclosed to any proposer, in any manner whatsoever, in whole or in part, or used for any purpose other than the submission of the RFQ to the Township.

B. Format of Technical Proposal

1) Title Page & Table of Contents:

a. Title Page should show the RFQ subject; the institution's name; contact name, title, office address, telephone number and E-mail address; and the date of the proposal.
b. Table of Contents should identify matters submitted by section and page number.

2) *Contact Information:* On a single cover sheet in your proposal, please provide:

a. The name of the organization, owner, address, and telephone number;
b. The name and contact information for the organization's primary contact;
c. Email address for organization principals or individuals working with the Township;
d. The year the organization or individual practice was established; and
e. The MBE/WBE status of the organization.

3) *Personnel Qualifications:*

a. Identify key personnel who will be responsible for performing the scope of services required under the Proposal;
b. Provide a resume and summary of experience for the individuals identified above, who will be responsible for performing the scope of services required under the Proposal;
c. Describe your experience assisting public counties, municipalities or other governmental agencies;
d. Describe any existing or potential legal or other policy conflicts of interest, or appearance of conflict of interest, you may have, or which reasonably might arise, because of your work with the Township;
e. State whether you or any principals in your organization have been (in the past five years) or are currently the subject of any Federal or State investigation or any investigation by any law enforcement agency, and indicate the nature of this investigation;
f. Indicate any pending litigation in which you are involved which may directly or indirectly affect your ability to work with the Township in any manner; and
g. Please confirm that you or your company carry the insurance coverages and limits required in Exhibit A by submitting the declaration page for your insurance policy.

4) *Consulting Arborist Services Competence:*

a. Provide examples of respondent's experience in the past five years specifically related to the scope of services included in this RFQ. This section should also provide examples evidencing the respondent's experience.
b. Describe the process the consultant will devise, implement, and execute the project under this RFQ.

NOTE: NO FEES AND/OR PRICING OF THE RFQ SHOULD BE INCLUDED IN THE TECHNICAL PROPOSAL.

C. Format of Cost Proposal

The sealed cost proposal shall contain detailed pricing information relative to the work as described for each section of the RFQ through December 31, 2025. Please include:

1) Please provide rates for providing the services described in the RFQ;
2) Please provide a list of anticipated reimbursable expenses and the rate charged for each;
3) Please provide any reduced fees offered to other municipalities, government entities, economic development/development or nonprofit organizations, and civic organizations; and
4) Please provide any other fees or charges not outlined in the other sections of the cost

proposal.

Pricing will be reviewed based on reasonableness for services being provided, competitive market rates, and fee structure. The Township is not obligated to select the Proposal with the lowest fee proposal to perform these professional services.

IV. SELECTION PROCESS

A. Selection Date

Selection of the consultant(s) will be based on timely written qualifications. Oral interviews may be conducted by telephone or in-person to assist the Township in the selection process, but are not required under this RFQ. It is anticipated that the selection will be made on August 8, 2024 with the commencement of the appointment anticipated to start within 14 days of date of selection.

B. Evaluation Criteria

1) Any award to be made pursuant to this RFQ will be based upon the proposal, with appropriate consideration given to operational, technical, cost, and management requirements. Evaluation of offers will be based upon the proposer's responsiveness to the RFQ, and the ability of the proposer to meet the needs of Abington Township.

2) The following elements will be the primary consideration in evaluating all submitted qualifications in the selection of a consultant(s):

- Clarity and completeness of the proposal and the apparent understanding of the work performed;
- General qualifications, experience, and expertise of the proposer;
- Soundness of the methods and approach to the work;
- Information derived from reference checks and review of other documents completed and submitted by the proposer; and
- Comparative cost of the organization's proposal.

C. Interviews

Once the qualifications have been evaluated, proposer(s) may receive an invitation for in-person interviews with their key staff that would be responsible for supporting the Township. Interviews will be granted in the Township's sole and absolute discretion.

D. Reservations Regarding Selection

The Township reserves the right to do any or all of the following:

1) Conduct interviews with some or all of the respondents.

2) Reject any or all RFQs.
3) Waive any informality or irregularity in a Proposal.
4) Hold all RFQs for a period of thirty (30) days after the date fixed for the opening thereof.
5) Enter into good faith negotiations with the respondents to modify service or project descriptions to a greater or lesser magnitude than described in this RFQ or any Proposal.
6) Accept the Proposal that the Township deems in its sole and absolute discretion, to be the most favorable in the best interest of the Township.
7) Enter into good faith negotiations with the selected respondents regarding the pricing set forth in the Proposal prior to entering into an agreement. If the agreement's negotiations cannot be concluded successfully with the first selected respondent, the Township may negotiate an agreement with the second selected respondent.
8) Re-advertise this RFQ for new Qualifications as may be deemed necessary at the sole discretion of the Township.

Exhibit A

1. Service Provider's Insurance

1.1 The Service Provider shall purchase and maintain the following insurance coverages at not less than the limits specified below or required by law, whichever is greater:

1.1.1 Commercial general liability insurance or its equivalent for bodily injury, personal injury and property damage including loss of use, with minimum limits of:

$ 1,000,000 each occurrence;
$ 1,000,000 personal and advertising injury;
$ 2,000,000 general aggregate; and
$ 1,000,000 products/completed operations aggregate.

This insurance shall include coverage for all of the following:

i. Liability arising from premises and operations;
ii. Liability arising from the actions of independent contractors; and
iii. Contractual liability including protection for the Service Provider from bodily injury and property damage claims arising out of liability assumed under this Contract.

1.1.2 Business auto liability insurance or its equivalent with a minimum limit of $1,000,000 per accident and including coverage for all of the following:

i. Liability arising out of the ownership, maintenance or use of any auto (if no owned autos, then hired and non-owned autos); and
ii. Automobile contractual liability.

1.1.3 If the Service Provider has any employees, workers compensation insurance or its equivalent with statutory benefits as required by any state or Federal law, including standard "other states" coverage; employers liability insurance or its equivalent with minimum limits of:

$ 100,000 each accident for bodily injury by accident;
$ 100,000 each employee for bodily injury by disease; and
$ 500,000 policy limit for bodily injury by disease.

1.1.4 If the Service Provider is an individual or sole proprietor operating without workers compensation coverage, personal health insurance or its equivalent.

1.1.5 Umbrella excess liability or excess liability insurance or its equivalent with minimum limits of:

$ 1,000,000 per occurrence;

$ 1,000,000 aggregate for other than products/completed operations and auto liability; and
$ 1,000,000 products/completed operations aggregate

and including all of the following coverages on the applicable schedule of underlying insurance:

i. Commercial general liability;
ii. Business auto liability; and
iii. Employers liability.

1.1.6 Service Provider's professional liability (or errors or omissions liability) insurance or its equivalent with minimum limits of:

$ 1,000,000 each claim or wrongful act; and
$ 1,000,000 annual aggregate.

ROCKWELL ASSOCIATES

Urban Foresters - Natural Resource Consultants - Planners - Forensic Arborists

Abington Township
Request for Qualifications – Consulting Arborist Services

Date: **June 25th, 2024**
To: **Mr. Richard J. Manfredi**
Township Manager
1176 Old York Road
Abington, PA 19001
From: **John Rockwell Hosbach**
RE: **Request for Qualifications (RFQ) – Consulting Arborist Services**

Good afternoon, Mr. Manfredi,

I want to thank you for the opportunity to submit my qualifications and cost structure as it relates to the Request for Qualifications – Consulting Arborist Services that has been set forth by Abington Township.

I have been providing arboricultural and urban forestry consulting for 25 years and have owned my professional practice for 16 years. I currently provide municipal consulting for Whitemarsh Township, Radnor Township, Cheltenham Township, Newtown Township (Delco), and East Vincent Township. In addition, I provide ongoing consulting for Homeowners Associations, Attorneys, Insurance firms, state agencies and residential properties.

Qualifications (See CV and Company profile - attached)

- We are only consultants and we do not perform the actual tree work. Therefore, you obtain an unbiased and professional approach to urban tree management.
- Registered Consulting Arborist #483
- ISA Certified Arborist PD-0372
- Tree and Plant Appraiser
- ACF – Consulting Forester
- 25 years of arboricultural knowledge

All consulting services for Abington Township will be conducted by John Rockwell Hosbach Jr., President. That way you receive personal attention from the president of the firm.

Contact Information

Consultant to Perform Services	*Phone#*	*Email*
John Rockwell Hosbach Jr. **CV/ Profile Attached**	(610) 731-7969	John@Rockwellurbanforestry.com

Requested Information

Conflicts	Litigation current or pending	Incorporation date	Insurance
None	None	2008	Certificate attached

Partial list of services and assistance provided to other municipalities.

I.	**Tree inventories**
II.	**Second opinion**
III.	**Review developer plans**
IV.	**Community outreach**
V.	**Planting plans**
VI.	**Park risk reviews**
VII.	**Park tree management**
VIII.	**Woodland management**
IX.	**Report writing**
X.	**Specification writing**
XI.	**Tree preservation plans**
XII.	**Shade Tree Commission support**
XIII.	**BOC support**
XIV.	**Work remarkably close Partial with all Public Works members and directors**
XV.	**Support the engineering staff of Townships**

Thanks you for your consideration



John Rockwell Hosbach Jr., RCA, Urban Forester| Principal



JOHN ROCKWELL HOSBACH, JR.

Professional Summary

John Rockwell Hosbach, Jr., is a registered consulting arborist, a certified arborist, and a landscape consultant who has worked in the field of arboriculture since 1995. John's expertise comprises the following specialties:

- Tree inspections and tree risk assessment: second opinions and assistance to clients in managing their trees
- Forensic arboriculture: expert witness testimony, liability assessment, and risk tree assessment
- Tree evaluation: appraisal of tree value and damage assessment, diagnosis and corrective measures, and tree root/soil/hardscape interactions
- Tree management: tree inventories, tree preservation/maintenance program development and implementation, work safety analysis, landscape design analysis, tree selection, and performance standards
- Client relations: consultation, representation, and support
- Homeowner/townhome/condo associations: management, inventory, and budget assistance

John is a Registered Consulting Arborist with the American Society of Consulting Arborists, a Certified Arborist with the Pennsylvania-Delaware and New Jersey chapters of the International Society of Arboriculture, and a member of the Society of American Foresters. John also serves as the Consulting Arborist for East Bradford Township, the Radnor Township Shade Tree Commission, and Whitemarsh Township, all in Pennsylvania. He is a member of the Ridley Park [PA] Borough Shade Tree Commission.

John is a certified expert witness in eight states: Pennsylvania, Alabama, Colorado, Florida, Maryland, New Jersey, New York, and West Virginia. He has given presentations on tree safety, tree planting, risk assessment, and tree management budgeting.

His clients include landscape architects, landscape contractors, developers, builders, municipalities, golf course managers, homeowner associations and private homeowners, insurance companies, commercial property owners and managers, and attorneys.

Registrations & Certifications

American Society of Consulting Arborists (ASCA)

- Registered Consulting Arborist #483, 2009
- Board of Directors, 2014-2016
- Qualified Tree and Plant Appraiser

International Society of Arboriculture (ISA)

- ISA Certified Arborist PD-0372, 1997
- ISA Tree Risk Assessment Qualified
- Pennsylvania-Delaware Chapter of the International Society of Arboriculture Board of Directors

Professional Affiliations

- International Society of Arboriculture (ISA)
- Pennsylvania-Delaware Chapter of ISA
- New Jersey Chapter of ISA
- Society of American Foresters, Member
- American Tree Farm System, Member
- Community Association Institute (CAI), Pennsylvania/Delaware Valley Chapter, Member

JOHN ROCKWELL HOSBACH, JR.

Professional Experience

President/Owner, Rockwell Associates, Ridley Park, PA — ***2007 - Present***

Arboricultural Consultant Services
Tree Inventories, Urban Forestry, Woodlot Management, Wildlife Management, Diagnosis of Tree and Landscape Problems, Hazardous Tree and Risk Assessment, Expert Witness Testimony, Forensic Investigation, Litigation and Insurance Support, Tree and Landscape Appraisal, Insect and Disease Identification, Tree Protection and Management for Construction, Tree Care and Management Programs, Plant Inventories, and Arboricultural Training and Seminars.

Vice President, Shearon Environmental Design, Plymouth Meeting, PA — ***1999 - 2007***

Management Responsibilities
- Responsible for team of 20 employees, sales, and client consultations.

Arboricultural Responsibilities
- Tree Inventories, Urban Forestry, Woodlot Management, Tree and Landscape Diagnosis, Hazardous Tree and Risk Assessment, Expert Witness Testimony, Forensic Investigation, Litigation and Insurance Support, Tree and Landscape Appraisal, and Insect and Disease Identification.

Education

Paul Smiths College, Paul Smiths, NY. Urban Forestry/Management — ***1995***

Professional Training

- Tree and Plant Appraisal Qualification Training (TPAQ), Morris Arboretum, Philadelphia, PA — ***2019***
- Tree Risk Assessment Qualification (TRAQ) course and exam, qualified — ***2017***
- American Society of Consulting Arborists (ASCA) Consulting Academy, graduate — ***2006***
- Dale Carnegie Management School — ***2004***
- Continuing Education, 600 credits (list of courses available on request)

JOHN ROCKWELL HOSBACH, JR.

Training Seminars & Workshops

- Diagnosis and Identification of Plant Diseases, Morris Arboretum, Philadelphia, PA — ***3.21.19***
- How to Be an Effective Expert Witness, SEAK, Chicago, IL — ***Spring 2017***
- Workshops on tree safety, tree planting, risk assessment, and tree management budgeting for property managers, CAMCO management, and Mid-Atlantic management (presented) — ***2012 - 2016***
- Understanding Tree Appraisal Problems, Morris Arboretum, Philadelphia, PA, Scott Cullen (attended) — ***11.12.15***
- Tree-Risk Assessment: An Introduction to the ISA BMP Risk Assessment Process, Penn-Del Chapter of ISA Annual Symposium, Dr. Bruce Fraedrich (attended) — ***2.3.14***
- Wildlife Protection (involving trees) Training Class, ASCA Conference, Palm Springs, CA (attended) — ***2014***
- Writing Structural Pruning Specs, ASCA Conference, Palm Springs, CA (attended) — ***2014***
- The Impact of Urban Trees: Applying the Nuances of Research, ASCA Conference, Palm Springs, CA (attended) — ***2014***
- Tree Risk Assessment–Incorporating the New BMP into Your Practice, ASCA Conference, San Diego, CA, Nelda Matheny (Hort Science) and Tom Smiley (Bartlett Tree Research Labs) (attended) — ***11.28.12***
- Tree Risk Assessment in Urban Areas and the Urban/Rural Interface,Morris Arboretum, Philadelphia, PA, Jim Flott, Pacific Northwest Chapter of ISA (attended) — ***10.12 - 10.13.10***
- Advanced Tree Appraisal Course, Morris Arboretum, Philadelphia, PA (attended) — ***6.10 - 6.11.04***
- Trees, People and the Law Workshop (National Arbor Day Foundation), Nebraska City, NE, Merullo, Frank, Stewart, Boyce, et al. (attended) — ***9.28.99***
- Visual Tree Assessment and the Body Language of Trees, Philadelphia, PA, Mattheck (attended) — ***6.7 - 6.8.99***

ROCKWAS-01 KSCHULTZ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/25/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Fanelli, Harley, Harper & Assoc., Ltd 42 East Lancaster Avenue, Ste 101 Paoli, PA 19301	PHONE (A/C, No, Ext): (610) 995-9100	FAX (A/C, No): (610) 995-9107
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Rockwell Associates, LLC P.O. Box 542 Ridley Park, PA 19078	INSURER A : Utica Mutual Insurance Co.	25976
	INSURER B : Utica National Assurance Co	10687
	INSURER C : Technology Insurance Co.	42376
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			5443950	6/1/2024	6/1/2025	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			5446547	6/1/2024	6/1/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			5454565	6/1/2024	6/1/2025	EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 2,000,000
	DED RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A		TWC4434539	6/1/2024	6/1/2025	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Abington Township
176 Old York Road
Abington, PA 19001

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ROCKWELL™
ASSOCIATES
URBAN FORESTRY • ARBORICULTURE • CONSULTING

HELPING CLIENTS MAKE SOUND DECISIONS ABOUT THEIR TREES SINCE 1995

CONTACT
P.O. Box 542
Ridley Park, PA 19078

www.rockwellurbanforestry.com
john@rockwellurbanforestry.com

(Office) 610.521.0108
(Mobile) 610.731.7969


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COMPANY PROFILE

Our Firm

Rockwell Associates provides the industry experience, commitment and proven results your project needs to help see it through completion. A multi-disciplined Arboricultural and Landscape Consulting firm, we provide innovative solutions for the proactive and forensic support you need to accomplish your project on time and within budget.

Having advised a diverse clientele in Arboricultural, Landscape and Litigation projects, Rockwell Associates has extensive, hands-on experience supporting a multitude of projects throughout the country.

Serving a wide range of projects, we blend diverse expertise with keen foresight to facilitate projects. Whether you' re a Community Assocaiton, Condo Association, Residential Dwelling, Developer, Contractor, Attorney or other professionla, we can assist you in acheiving project success.

As Arboricultural and Landscape Consultants, we offer the expertise and guidance rquired to assist all professionals working withnin the industry. From Conceptualization to Project Close, Rockwell Associates rely on their diverse backgrounds and practical experience to provide proactive and forensic project support.





Our Services

- Urban Forestry
- Tree Inventories
- Tree and Landscape Planning
- Risk Management
- Casualty Appraisals
- Tree Preservation and Retention
- Insect and Disease Diagnosis
- Tree Hazard Assessment
- Landscape and Tree Monitoring
- Report Writing
- Pruning Specifications
- Landscape and Tree Company Supervision
- Cost Estimating
- Claims Preparation and Evaluations
- Litigation Support
- Expert Witness Testimony
- Landscape Architecture
- Wetland Mitigation

CLIENTS

Homeowners

As a homeowner, one of the greatest assets on your property are the trees. They aid to create an aesthetically pleasing environment, provide shade, offer screening and privacy, and enhance the overall landscape on your property. It is imperative that the homeowner maintains the trees properly, for their own benefit and for the adjacent neighbors. There are many problems that can occur in trees that are not completely visible. As a Registered Consulting Arborist and a Certified Arborist, the Rockwell Associates team will thoroughly inspect the trees on your site, provide the current condition of all trees and offer proper recommendations.



Commercial

Commercial businesses have many tasks to contend with on a daily basis one of which is Landscaping and Tree Care/Maintenance. Business owners and managers must also be aware of any objects on their property that could potentially cause a liability issue. Rockwell Associates will visit your site, inspect the trees and landscape items, and deliver recommendations to reduce your liability.



Attorneys

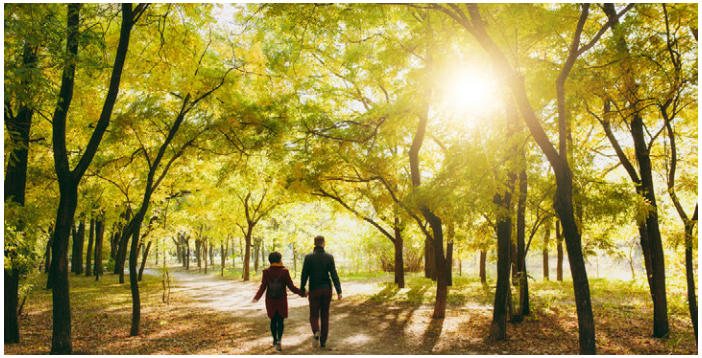
Rockwell Associates provides assistance for Attorneys as well as homeowners and businesses requiring legal testimony or litigation. Attorneys require written documentation from consulting arborists in resolving many different types of tree-related cases. Some of these include wrongful removal, tree failure causing personal injury, neighbor disagreements, and trespassing.





Schools & Universities

It is very important for schools and churches to maintain the trees on their property as they are heavily populated with people. Rockwell Associates will help you determine which trees, if any, are at risk and propose proper recommendations. A complete tree inventory will be conducted which includes current trees and their condition, recommendations, and insect and disease management. Rockwell Associates can also aid in the development of contracts for grounds maintenance ensuring that the contracts include the necessary tasks as they pertain to your site.



Municipalities & Parks

Municipalities and Parks require continual care and monitoring. City and Borough Supervisors, Maintenance crews and Shade Tree Commissions must possess proper knowledge and training to create a safe environment for the population. Rockwell Associates will aid the managers and supervisors in maintaining all public areas. When planning and executing construction projects, Rockwell Associates will assist in the planning process to determine proper tree preservation and new tree installations.



Insurance

Rockwell Associates will perform a complete appraisal and risk assessment of the trees in your landscape as they provide the largest asset to your property. When damage occurs from a tree limb falling or problems with the roots, Rockwell Associates will determine the correct cause for the failure. On the flip side, when damage is caused to a tree due to vandalism or an automobile accident, Rockwell Associates will evaluate the situation and report the appraisal cost to replace the tree.

- COMPANY PROFILE
- **JOHN ROCKWELL HOSBACH, JR.**
- FEE STRUCTURE



JOHN ROCKWELL HOSBACH, JR.

Professional Summary

John Rockwell Hosbach, Jr., is a registered consulting arborist, a certified arborist, and a landscape consultant who has worked in the field of arboriculture since 1995. John' s expertise comprises the following specialties:

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- Tree management: tree inventories, tree preservation/ maintenance program development and implementation, work safety analysis, landscape design analysis, tree selection, and performance standards
- Client relations: consultation, representation, and support
- Homeowner/townhome/condo associations: management, inventory, and budget assistance



John is a Registered Consulting Arborist with the American Society of Consulting Arborists, a Certified Arborist with the Pennsylvania-Delaware and New Jersey chapters of the International Society of Arboriculture, and a member of the Society of American Foresters. John also serves as the Consulting Arborist for East Bradford Township, the Radnor Township Shade Tree Commission, and Whitemarsh Township, all in Pennsylvania. He is a member of the Ridley Park [PA] Borough Shade Tree Commission.

John is a certified expert witness in eight states: Pennsylvania, Alabama, Colorado, Florida, Maryland, New Jersey, New York, and West Virginia. He has given presentations on tree safety, tree planting, risk assessment, and tree management budgeting.

His clients include landscape architects, landscape contractors, developers, builders, municipalities, golf course managers, homeowner associations and private homeowners, insurance companies, commercial property owners and managers, and attorneys.

JOHN ROCKWELL HOSBACH, JR.

Professional Experience

Graduated Paul Smiths College, Paul Smiths, NY.
Urban Forestry/Management, 1995

President/Owner, Rockwell Associates,
Ridley Park, PA. 2007-Present

Tree Inventories, Urban Forestry, Woodlot Management, Wildlife Management, Diagnosis of Tree and Landscape Problems, Hazardous Tree and Risk Assessment, Expert Witness Testimony, Forensic Investigation, Litigation and Insurance Support, Tree and Landscape Appraisal, Insect and Disease Identi□cation, Tree Protection and Management for Construction, Tree Care and Management Programs, Plant Inventories, and Arboricultural Training and Seminars.

Vice President, Shearon Environmental Design,
Plymouth Meeting, PA. 1999-2007

Responsible for team of 20 employees, sales, and client consultations.

Tree Inventories, Urban Forestry, Woodlot Management, Tree and Landscape Diagnosis, Hazardous Tree and Risk Assessment, Expert Witness Testimony, Forensic Investigation, Litigation and Insurance Support, Tree and Landscape Appraisal, and Insect and Disease Identification.





Training Seminars & Workshops

- Diagnosis and Identification of Plant Diseases, March 21, 2019, Morris Arboretum, Philadelphia, PA
- How to Be an Effective Expert Witness, Spring 2017, SEAK, Chicago, IL
- Workshops on tree safety, tree planting, risk assessment, and tree management budgeting for property managers, CAMCO management, and Mid-Atlantic management, 2012–2016 (presented)
- Understanding Tree Appraisal Problems, 11/12/2015, Morris Arboretum, Philadelphia, PA, Scott Cullen (attended)
- Tree-Risk Assessment: An Introduction to the ISA BMP Risk Assessment Process, 2/23/2014, Penn-Del Chapter of ISA Annual Symposium, Dr. Bruce Fraedrich (attended)
- Wildlife Protection (involving trees) Training Class, 2014, ASCA Conference, Palm Springs, CA (attended)
- Writing Structural Pruning Specs, 2014, ASCA Conference, Palm Springs, CA (attended)
- The Impact of Urban Trees: Applying the Nuances of Research, 2014, ASCA Conference, Palm Springs, CA (attended)
- Tree Risk Assessment–Incorporating the New BMP into Your Practice, 11/28/2012, ASCA Conference, San Diego, CA, Nelda Matheny (Hort Science) and Tom Smiley (Bartlett Tree Research Labs) (attended)
- Tree Risk Assessment in Urban Areas and the Urban/Rural Interface, 10/12–10/13/2010, Morris Arboretum, Philadelphia, PA, Jim Flott, Pacific Northwest Chapter of ISA (attended)
- Advanced Tree Appraisal Course, 6/10–6/11/2004, Morris Arboretum, Philadelphia, PA (attended)
- Trees, People and the Law Workshop (National Arbor Day Foundation), 9/28/1999, Nebraska City, NE, Merullo, Frank, Stewart, Boyce, et al. (attended)
- Visual Tree Assessment and the Body Language of Trees, 6/7–6/8/1999, Philadelphia, PA, Mattheck (attended)

Professional Training

- Tree and Plant Appraisal Qualification Training (TPAQ), March 14–15, 2019, Morris Arboretum, Philadelphia, PA
- Tree Risk Assessment Qualification (TRAQ) course and exam, qualified, 2017
- American Society of Consulting Arborists (ASCA) Consulting Academy, graduate, 2006
- Dale Carnegie Management School, 2004
- Continuing Education, 600 credits (list of courses available on request)

JOHN ROCKWELL HOSBACH, JR.





Registrations & Certifications

American Society of Consulting Arborists (ASCA)

- Registered Consulting Arborist #483, 2009
- Board of Directors, 2014-2016
- Qualified Tree and Plant Appraiser

International Society of Arboriculture (ISA)

- ISA Certified Arborist PD-0372, 1997
- ISA Tree Risk Assessment Qualified
- Pennsylvania-Delaware Chapter of the International Society of Arboriculture Board of Directors

Professional Affiliations

- International Society of Arboriculture (ISA)
- Pennsylvania-Delaware Chapter of ISA
- New Jersey Chapter of ISA
- Society of American Foresters, Member
- American Tree Farm System, Member
- Community Association Institute (CAI), Pennsylvania/Delaware Valley Chapter, Member

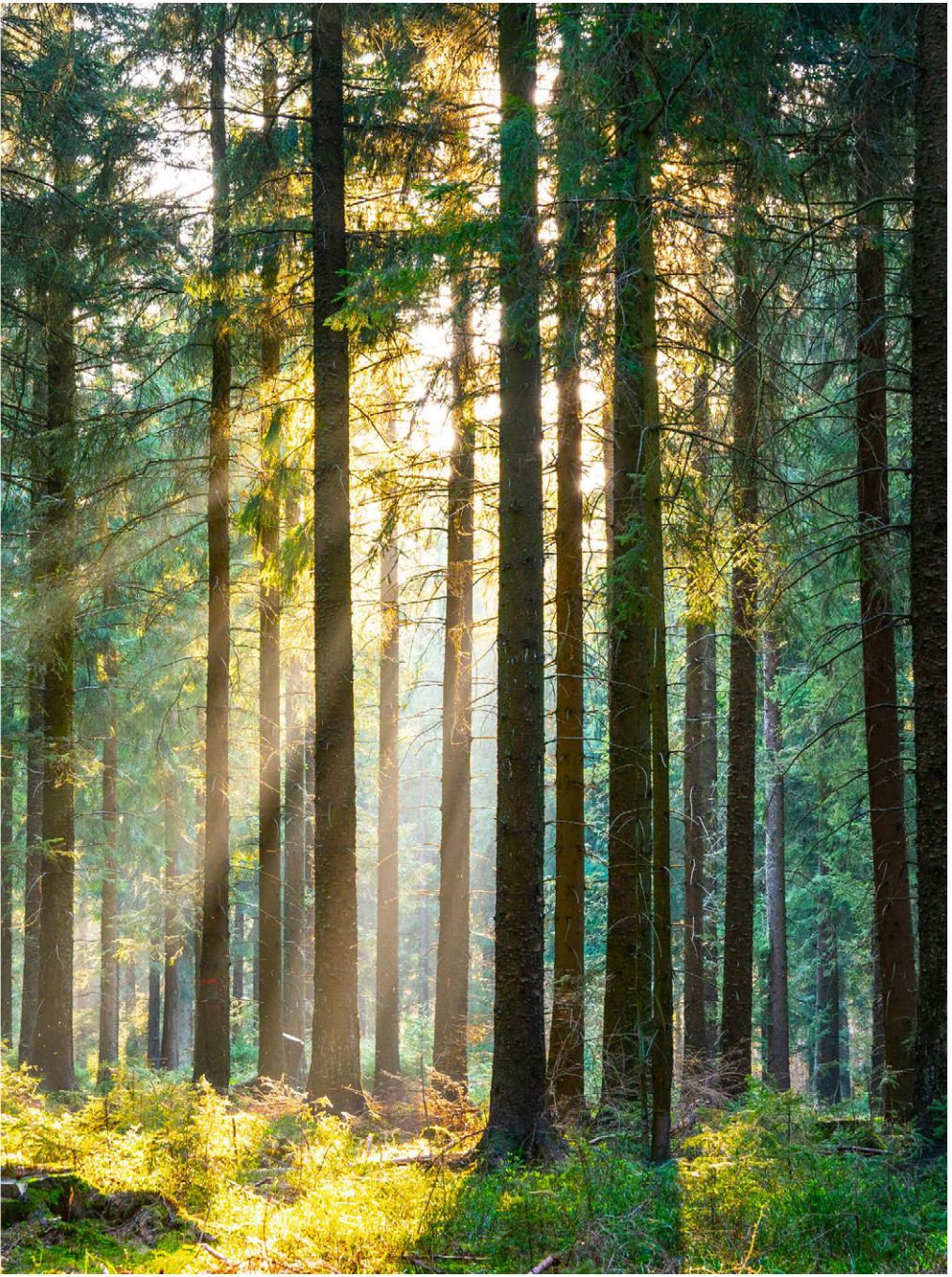
- COMPANY PROFILE
- JOHN ROCKWELL HOSBACH, JR.
- **FEE STRUCTURE**



FEE STRUCTURE

Litigation

Professional Service	Hourly Fee	Minimum Fee*
Expert Witness/Consulting Retainer	$3000.00 Flat Fee Required for All Projects	Flat Fee
Site/Case Review	$180.00	4 Hours
File/Transcripts/Correspondence Review	$180.00	4 Hours
Expert Reports	$180.00	4 Hours
Expert Witness Investigation	$180.00	4 Hours
Deposition Testimony	$250.00	4 Hours
Trial/Arbitration Testimony	$250.00	8 Hours
Case Consulting	$180.00	4 Hours
Travel Mileage	$50.00 Per Hour	1 Hour
Fax	$0.35 Per Page	-
Copies	$1.00 Per Page	-
Large Format Copies/Blueprints	$20.00 Per Page	-
Photographs - Paper or Digital	$3.00 Per Photo	-
Travel Expense	Actual Expense + 5%	-



Terms

***MINIMUM FEE & RETAINER**

A retainer in the amount of $3000.00 is required prior to professional service engagement. Professional services will be based on the hourly fee structure and billed at hourly rates. All travel time associated with each service will be billed at the rate for which the service is being rendered.

PAYMENT TERMS – Due upon receipt.

Invoices not paid within 10 days of receipt of the invoice will be charged a $40.00 LATE FEE and INTEREST of 18% per annum. In the event of non-payment after 45 days of receipt of invoice, Rockwell Associates may terminate its work at any time and recover payment for all work executed prior to the termination and for any proven loss including reasonable overhead, profit and damages applicable to said work. Further, client shall be responsible for any and all expenses including, but not limited to, attorneys' fees, court costs, late fee, interest and costs incurred by Rockwell Associates LLC in attempts to collect any amounts due and payable.

Disclaimer

It is critical that it is understood that regardless of the source of fees or referral for all inspections, reviews and findings, John Hosbach operates as an independent Arborist and consultant. Conclusions will be offered in an unbiased, ethical and professional manner utilizing a best practices approach. Therefore, the conclusions and recommendations that result, may not always support the outcome which was anticipated or desired by client.

ROCKWELL™
ASSOCIATES
URBAN FORESTRY • ARBORICULTURE • CONSULTING

CONTACT
P.O. Box 542
Ridley Park, PA 19078

www.rockwellurbanforestry.com
john@rockwellurbanforestry.com

(Office) 610.521.0108
(Mobile) 610.731.7969





ROCKWELL ASSOCIATES

URBAN FORESTRY, NATURAL RESOURCE & LANDSCAPE CONSULTANTS

RFQ- Consulting Arborist Services – Cost Structure

610-731-7969 | www.rockwellurbanforestry.com | John@Rockwellurbanforestry.com

Date: 6/25/24
To: ABINGTON TOWNSHIP
From: John Hosbach, Jr., RCA
Re: Consulting Arborist Services for Abington Township
File#: REQUEST FOR QUALIFICATIONS

Client Property	**ABINGTON TOWNSHIP**
Client Class / Type	**Municipality**
Project	**Tree Consulting**
Client Contact	**Richard J. Manfredi** **Township Manager** **1176 Old York Road** **Abington, PA 19001**

Overview

Rockwell Associates is pleased to submit this proposal for Arboricultural and Urban Forestry consulting to assist in providing strategic assistance to Abington Township. We are committed to improving the customer experience through sound practices, convenience, accuracy, support and superior communication.

Project Intent

To assist Abington Township in the planning, management and sustainability of their municipal urban forest / landscape as it relates to the trees.

TOWNSHIP OF ABINGTON
Montgomery County, Pennsylvania

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Scope of Work

The Township is soliciting qualifications from consultants interested in performing arborist related services in Abington Township through December 31, 2025. The services under consideration in this request for qualifications involve (but are not limited to):

● The Scope is not necessarily all-inclusive, and Abington Township may add any additional tasks or services related to tree management as necessary.

● Conduct inspections and site visits for review of existing trees. Report on tree conditions, both orally and in written form, and provide an accurate and detailed assessment of tree species, size, health, evaluation of root conditions, structure, risk factors and monetary value. Provide pest and disease diagnostics and provide protection strategies from the physical stresses of construction.

● Assist and advise the township on landscape plans as needed. Advise staff on all matters related to tree plantings, pruning and removals for all street trees and trees in public areas. Act in an advisory capacity to the township's Commissions, Board of Commissioners and Township staff.

● Provide training or written guidelines to township staff regarding arboriculture best practices pertaining to the evaluation of diseased and hazardous trees, tree removals and pruning requirements. Work with Township staff to evaluate impacts to trees in relation to new development. Assist the Township with other duties that may be requested, related to tree protection and management.

Attend monthly Shade Tree Commission Meetings Advise members of the STC in their review process.

● Work with the township staff liaison to the STC to review plans and prepare for public meetings.

● Conduct inspections and site visits for review of existing trees at the Township's request as needed and provide a report of each site visit.

● Assist with development and updates to the township's ordinance related to tree protection.

● Respond to requests for service within 48 hours and to prepare routine reports and correspondence within the requested time.

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Additional Proposed Services

I. Tree inventories
II. Second opinion
III. Review developer plans
IV. Community outreach
V. Planting plans
VI. Park risk reviews
VII. Park tree management
VIII. Woodland management
IX. Report writing
X. Specification writing
XI. Tree preservation plans
XII. Shade Tree Commission support
XIII. BOC support
XIV. Work remarkably close Partial with all Public Works members and directors
XV. Support the engineering staff of Townships

Cost structure

Hourly Rate

1.) John Hosbach - ASCA Registered Consulting Arborists – $120.00 per hour.
2.) Field Staff Arborist – Inspectors $100.00 per hour.
3.) Travel time - $25.00 per hour – if two hours are needed for review – no travel time will be invoiced.

Day Rate – Flat fee for large projects

1.) John Hosbach - ASCA Registered Consulting Arborists – $800.00 per day (8 hours)
2.) Field Staff Arborist – Inspectors - $700.00 per day (8 hours)
3.) No travel time for all work over two hours.

Payment Requirements

30 days from Invoice

Sample work

Link - Sample For Abington Township

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In closing, we appreciate this opportunity to work with a very strategic and environmentally driven Township.

Please call or write with any questions.

John Rockwell Hosbach jr. CONSULTANT

John Rockwell Hosbach Jr., RCA, Urban Forester| Principal



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Notes

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COMPLIANCE WITH RFP REQUESTED COMPONENTS		
	Rockwell Associates	**Inspire Green**
Title Page	x	x
Table of Contents	No	x
Contact Information	x	x
Personnel Qualifications	x	x
Consulting Arborist Services Competence	x	x
Examples Evidencing Expierence	x	Not provided
Municipal Expierence	x Client list provided	Not provided
Project Management	Not provided	x
WBE/MBE	N/A	N/A
ISA Certified Arborist	x	x
ISA membership	x	x
5 years of experience in arboriculture and related fields	x	x
All Costs of Services	x	x
Reimbursable Expenses	No	No
Any reduced fees offered	No	No
Any other fees charged not outlined in cost proposal	Provided fees for litigation..	No
Insurance Certificate	Provided	Referenced. Not provided.

FEE STRUCTURE		
	Rockwell Associates	**Inspire Green**
Hourly Rate		
Johnn Hosbach	$ 120.00	
Field Staff Arborist	$ 100.00	
Daily Rate (8 hours)		
Johnn Hosbach	$ 800.00	
Field Staff Arborist	$ 700.00	
Review of Landscape Plans		$300 up to 3 pages - $75 per additional pages
Township Training Preparation		$1000 up to 10 employees, $300 public event
Attendance at STC Meetings		$300 per meeting
Site Visits at Township Request (within 48 hrs)		$200/hour
Assist and Develop Ordinance relating to Tree Ordinance		$150/hour
Annual Sites Visits o f Abington Parks and Properties		$150/hour
"Optional" expenses included in above total	Work less than 2 hours, $25 travel fee	None
Other	Provided litigation fees	N/A

BOARD OF COMMISSIONERS REGULAR PUBLIC MEETING

AGENDA ITEM

August 8, 2024	BOC-06-080824	FISCAL IMPACT
DATE	*AGENDA ITEM NUMBER*	Cost > $10,000
		Yes ☐ No ☐
Community Development		PUBLIC BID REQUIRED
DEPARTMENT		Cost > $20,100
		Yes ☐ No ☐

AGENDA ITEM:

Resolution to authorize the application for CDBG-DR funds for the recovery from Hurricane Ida

EXECUTIVE SUMMARY:

Hurricane Ida struck in the fall of 2021, resulting in damage to various homes and infrastructure through the Township.

The U.S. Department of Housing and Urban Development (HUD) announced an allocation to the Commonwealth of Pennsylvania in the amount of $38,282,000 to support long-term recovery efforts following the remnants of Hurricane Ida through DCED. Funds were made available through the publication of the Federal Register, Vol. 88, No. 11, January 18, 2023. This allocation was made available through the Continuing Appropriations Act, 2023.
To meet disaster recovery needs, the statutes making CDBG-DR funds available have imposed additional requirements and authorized HUD to modify the rules that apply to the annual CDBG program to enhance flexibility and allow for a quicker recovery. To address needs that remain after all other assistance has been exhausted, CDBG-DR may be utilized. Funds will be allocated to address the remaining unmet need in Bedford, Bucks, Chester, Delaware, Montgomery, and York Counties.

The Community Development Department has completed an assessment of Township recovery needs still existing in order to compile this application. Based on a community survey done in 2023 and assessments of infrastructure needs by Public Works and Engineering, the Township has identified home rehabilitation and stormwater mitigation projects for inclusion in this application.

PREVIOUS BOARD ACTIONS:

None.

RECOMMENDED BOARD ACTIONS:

Motion to adopt Resolution 24-029 to allow the application for Community Development Block Grant - Disaster Recovery (CDBG-DR) funds for the recovery from Hurricane Ida.

Community Development Block Grant — Disaster Recovery (CDBG-DR)

PROGRAM GUIDELINES

April 2024

Pennsylvania
Department of Community & Economic Development



Commonwealth of Pennsylvania
Josh Shapiro, Governor

PA Department of Community & Economic Development
dced.pa.gov

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Section I – Statement of Purpose

The Department of Community and Economic Development's (DCED) mission is to encourage the shared prosperity of all Pennsylvanians by supporting good stewardship and sustainable development initiatives across our commonwealth. With a keen eye toward diversity and inclusiveness, we act as advisors and advocates, providing strategic technical assistance, training, and financial resources to help our communities and industries flourish.

In response to impacts from disasters, the President may issue a disaster declaration and a massive relief operation is launched. After the initial response, Congress may provide funding to the U.S. Department of Housing and Urban Development (HUD) to distribute to affected areas and states through the Community Development Block Grant-Disaster Recovery (CDBG-DR) Program. This is a flexible grant program which focuses on long-term recovery efforts, specifically addressing unmet needs that other federal programs have yet to address, especially in low-income areas. The funds may be used for the restoration of infrastructure, housing, economic revitalization, and long-term resiliency projects. CDBG-DR appropriations typically provide funds to grantees for necessary expenses related to disaster relief, long term recovery, restoration of infrastructure and housing, and economic revitalization, and more recently mitigation, in the most impacted and distressed areas resulting from a major disaster (disasters declared by the President pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.)).

CDBG-DR program funds available through DCED will primarily address unmet housing needs following disaster Hurricane Ida in the Targeted Counties of Bedford, Bucks, Chester, Delaware, Montgomery, and York. Market conditions for low-to moderate-income (LMI) households were challenging in these counties prior to Ida, and Ida-related damage to the housing stock exacerbated those challenges. In addressing these unmet needs, DCED will promote and ensure fair access to housing for all residents, expand sustainable homeownership opportunities for LMI persons, and strengthen neighborhoods impacted by the disaster by investing in infrastructure.

In addition, CDBG-DR funds will be targeted toward and meet the needs of vulnerable communities, including those with low- to moderate-income, limited English proficiency, racially and ethnically concentrated communities, individuals experiencing homelessness and those with disabilities. DCED will work closely with the six counties, particularly those that are CDBG urban counties, to leverage their local knowledge and experience to ensure that the unmet needs of these vulnerable populations are evaluated and addressed within the context of the CDBG-DR program.

All Applicants

The complete funding proposal must be submitted to the Department of Community and Economic Development, Center for Community and Housing Development using the Electronic Single Application system.

Direct any questions in preparing the Application to the Disaster Recovery resource account: RA-DCCDBG-DR@pa.gov or 717-787-5327.

Section II – Introduction

Qualifying Event

Hurricane Ida (4618-DR) was the most significant severe weather event to strike the continental United States in 2021, a year in which twenty different events created losses exceeding $1 billion (CPI- Adjusted). The National Centers for Environmental Information (NCEI) tracks this information through its U.S. Weather and Climate Disasters project and for 2021, the nationwide loss associated with severe weather totaled more than $152 billion.

The U.S. Department of Housing and Urban Development (HUD) announced an allocation to the Commonwealth of Pennsylvania in the amount of $38,282,000 to support long-term recovery efforts following the remnants of Hurricane Ida through DCED. Funds were made available through the publication of the Federal Register, Vol. 88, No. 11, January 18, 2023. This allocation was made available through the Continuing Appropriations Act, 2023.

To meet disaster recovery needs, the statutes making CDBG-DR funds available have imposed additional requirements and authorized HUD to modify the rules that apply to the annual CDBG program to enhance flexibility and allow for a quicker recovery. To address needs that remain after all other assistance has been exhausted, CDBG-DR may be utilized. Funds will be allocated to address the remaining unmet need in Bedford, Bucks, Chester, Delaware, Montgomery, and York Counties.

Federal Resources Available

Initially, HUD allocated $23,152,000 in CDBG-DR funding to Pennsylvania in response to Ida-related damage under the Disaster Relief Supplemental Appropriations Act, 2022 (Public Law 117-43), through publication of the Federal Register, Vol. 87, No. 100, May 24, 2022. A second allocation of $15,130,000 (Public Law 117-180) which brought the total of funds available to $38,282,000, was announced through Vol. 88, No. 11 on January 18, 2023.

The following documents should be carefully reviewed as part of the application process since they include changes and waivers from the usual rules and regulations of the CDBG Program:

- May 24, 2022, FRN-87-FR-3626-N-01, page 31636 (the May 24 Notice)
- January 18, 2023, FRN-88-FR-6368-N-01, page 28836 (the January 18 Notice)

The table below identifies funds available under each allocation.

Total Grant Allocation (As of August 2023)	Allocation
PL 117-43	$23,152,000
PL 117-180	$15,130,000
Total Allocation for Ida Recovery	$38,282,000

The recovery process is a long-term process and must be coordinated with federal, state, local and private resources. This funding is for local governments and other eligible entities to use for disaster relief, long term recovery activities, and mitigation. It is not for those activities that are reimbursable by local or private resources and other federal programs such as, but not limited to, the Federal Emergency Management Agency (FEMA), the Small Business Administration (SBA) or the National Flood Insurance Program (NFIP).

Section III – Program Rules, Waivers and Alternative Requirements

The distribution of the CDBG-DR Funds is subject to the rules and regulations governing the CDBG program. A complete list of the applicable rules, statutes, waivers, and alternative requirements approved to date can be found in the Housing and Community Development (HCD) Act of 1984 as, amended.

- May 24, 2022, Federal Register Notice, FR-6326-N-01, page 31636 - Allocations for Community Development Block Grant Disaster Recovery and Implementation of the CDBG–DR Consolidated Waivers and Alternative Requirements Notice;
- January 18, 2023, Federal Register Notice FR-6368-N-01 page 3198 - Allocations for Community Development Block Grant Disaster Recovery and Implementation of the CDBG-DR Consolidated Waivers and Alternative Requirements Notice;
    - All activities must address a direct or indirect impact in the Most Impacted and Distressed areas, and
    - Be a CDBG eligible activity or be eligible under the waiver or alternative requirements, and
    - Meet a national objective

Many exceptions apply. Several key exceptions are listed below. Waivers include, but may not be limited to, the following:

1. Alignment with state and county/local hazard mitigation plans
2. Mitigation measures must be incorporated into activities
3. Establish resilience performance metrics for activities
4. New construction of housing is an eligible activity
5. Construction standards, green and resilient building standards, elevation standards
6. Broadband infrastructure in housing
7. Affordability periods for new construction of houses for low – moderate income households
8. Homeownership assistance – up to 100% down payment assistance for eligible homebuyers Assistance may be provided to households up to 120% area median income (AMI) – only those whose income is at or below 80% AMI qualify as meeting the LMI benefit national objective
9. Emergency – interim mortgage assistance extended from 3 months up to 20 months; must be used in conjunction with buyouts or rehabilitation/reconstruction when the home in not habitable.
10. One for One Replacement of Housing - One-for-one replacement requirements at section 104(d)(2)(A)(i) and (ii) and 104(d)(3) of the HCDA and 24 CFR 42.375 are waived for owner-occupied lower-income dwelling units that are damaged by the disaster and not suitable for rehabilitation. The section 104(d) one-for-one replacement housing requirements apply to occupied and vacant occupiable lower-income dwelling units demolished or converted in connection with a CDBG assisted activity. This waiver exempts all disaster-damaged owner occupied lower-income dwelling units that meet the grantee's definition of ''not suitable for rehabilitation,'' from the one-for-one replacement housing requirements of 24 CFR 42.375.

A. Program Income

Program income is the gross income received by DCED or any of its subrecipients that is directly generated from the use of CDBG-DR funds. Any program income received by a local grantee because of disaster recovery grant activities can be retained by the grantee, with written DCED concurrence, only if it is being used for the same activity from which the program income was derived, and an unmet need exists. If the grantee cannot document an unmet need, program income will be returned to the commonwealth and used to pay the next CDBG-DR eligible expense. Please refer to DCED's Program Income policy for the Disaster Recovery Program

For any program income generated after grant closeout, sub-recipients in non-entitled areas will be required to report on program income to DCED. For any direct federal entitlement community that accumulates program income after grant closeout will report the receipt of program income directly to HUD.

B. Administrative Costs

Applicants may request up to .010% (one percent) of the total request. DCED will not permit more than .010% percent for administrative costs based on the actual grant award.

C. Citizen Participation Requirements

To permit a more streamlined process, and ensure disaster recovery grants are awarded in a timely manner, provisions of 42 U.S.C. 5304(a)(2) and (3), 42 U.S.C. 12707, 24 CFR 570.486, 24 CFR 91.105(b) and (c), and 24 CFR 91.115(b) and (c), with respect to citizen participation requirements, are waived and replaced by the following:

To ensure that local governments comply with citizen participation requirements in 24 CFR 570.486, the State must describe those requirements in its own citizen participation plan. To further advance public participation in the CDBG-DR programs, the State is also setting out requirements for units of general local government funded directly by the State.

All units of local government that receive CDBG-DR funds must have a written and adopted citizen participation plan that includes the following. The plan must:

1. Provide for and encourage citizen participation, particularly by low- and moderate-income persons who reside in slum or blighted areas and areas in which CDBG-DR funds are proposed to be used.
2. Ensure that residents will be given reasonable and timely access to local meetings, consistent with accessibility and reasonable accommodation requirements in accordance with section 504 of the Rehabilitation Act of 1973 and the regulations at 24 CFR part 8, and the Americans with Disabilities Act and the regulations at 28 CFR parts 35 and 36, as applicable, as well as information and records relating to the unit of local government's proposed and actual use of CDBG-DR funds.
3. Furnish citizens' information, including but not limited to:
    a. The amount of CDBG-DR funds expected to be made available for the current fiscal year (including the grant and anticipated program income).
    b. The range of activities that may be undertaken with CDBG-DR funds.
    c. The estimated amount of CDBG-DR funds proposed to be used for activities that will meet the national objective of benefiting low- and moderate-income persons.
    d. The proposed CDBG-DR activities likely to result in displacement and the unit of general local government's anti-displacement and relocation plans required under 24 CFR § 570.488.

4. Provide technical assistance to groups that are representative of low- and moderate-income persons that request assistance in developing proposals (including proposed strategies and actions to affirmatively further fair housing) in accordance with the procedures developed by the State. Such assistance need not include providing funds to said groups.

5. Provide a minimum of two public hearings, each at a different stage of the program, for the purpose of obtaining residents' views and responding to proposals and questions. Together, the hearings must cover community development and housing needs (including affirmatively furthering fair housing), development of proposed activities, and a review of program performance. The public hearings that cover community development and housing needs must be held before submission of an application to the State. There must be reasonable notice of the hearings, and they must be held at times and accessible locations convenient to potential or actual beneficiaries, with accommodation for persons with disabilities. Public hearings shall be conducted in a manner to meet the needs of non-English speaking residents when a significant number of non-English-speaking residents can reasonably be expected to participate.

6. Provide citizens with reasonable advance notice of, and opportunity to comment on, proposed activities in an application to the State and, for grants already made, activities that are proposed to be added, deleted or substantially changed from the unit of general local government's application to the State. Note that "substantially changed" means changes made relating to purpose, scope, location, or beneficiaries as defined by criteria established by the State.

7. Provide citizens with the address, phone number, and times for submitting complaints and grievances and provide timely written answers to written complaints and grievances within 15 working days, where practicable.

Documentation must be maintained at the local level to support compliance with these requirements.

D. Reporting

In allocating these funds, Congress requested quarterly reports using an online Disaster Recovery Grant Reporting (DRGR) system. The reporting schedule is located on the Department's website.

E. CDBG-DR Program and Construction Requirements

DCED will impose planning and floodplain management requirements of all applicants assisted through CDBG-DR funds. Specifically, any local government applicant seeking funds must document the following:

- Project is consistent with county comprehensive plan and applicable local planning and zoning ordinances.
- Project is consistent with the adopted and approved local Hazard Mitigation Plan.
- Community must demonstrate that its floodplain management ordinance and mapping have been updated and are in accordance with the National Flood Insurance Program (NFIP) and Pennsylvania Act 166 of 1978 requirements.
- Applicant must comply with all Davis Bacon and Labor Laws on housing projects with more than eight units and on all non-housing projects with construction contracts that exceed $2,000.
- Projects must adhere to the Pennsylvania Uniform Construction Code with local amendments as applicable. For Housing Rehabilitation, DCED's Housing Rehabilitation Guidebook for CDBG-DR funding is applicable.

- Housing must comply with HUD Lead Based Paint Requirements including all necessary supporting documentation.
- Build America Buy American (BABA) – not applicable to Disaster Recovery only funded projects.

F. Matching Funds Requirement

For the activities under this application, there is no match requirement. However, applicants are encouraged to leverage other funds or resources in the completion of the proposed activities.

G. Date for Submission

Funding proposals may be submitted at any time after the applicant has met its Citizen Participation requirements and the unit of local government has approved the submission of the application to DCED. **All applications, must be submitted no later than August 15, 2024.**

H. Contract Period

The contract period and time allowed to expend 100% of the funds will be four (4) years. All projects must be "shovel-ready" within 120 days of the proposal submission deadline.

I. Procedures for Accessing Funds

Applies to Housing Rehabilitation, Multi-Family, Infrastructure and Mitigation projects.

Following acceptance of the application, a grant agreement will be sent to the applicant for execution.

Grantees must at a minimum, invoice the DCED on a quarterly reimbursement basis, but may invoice on a monthly reimbursement basis if needed. Submission of invoices shall only be on the official CDBG-DR Invoice and emailed to the resource account at: ra-dcCDBG-DR@pa.gov

Supporting documentation must accompany all requests for funds. Support documentation includes but is not limited to purchase orders, invoices, cancelled checks supporting payment.

NOTE: For Buyout Projects – Invoicing will be done through PEMA and in accordance with the Administrative Manual for Units of General Local Governments.

J. Audit Requirements

Activities that are being applied for will be funded in whole or in part with federal funds. All successful applicants must comply with all federal and state audit requirements including: the Uniform Administrative Requirements, Cost Principals and Audit Requirements for Federal Awards 2 CFR 200 Subpart F §200.501; 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.

K. Fair Housing and Equal Opportunity

Applicants are not required to address the Fair Housing requirements at the application stage. Applicants that are selected for funding will be instructed to fulfill these requirements subsequent to notification of grant award.

L. MBE/WBE Requirements

Applicants that are awarded CDBG-DR funds will be required to adopt and follow and MBE/WBE Outreach Plan subsequent to notification of grant award, including minimum participation levels.

M. Section 3 Requirements

Applicants that are awarded CDBG-DR funds must follow the Section 3 Economic Opportunities for Low and Very Low-Income persons. Section 3 helps foster local economic development, neighborhood improvement and individual self-sufficiency.

N. Limited English Proficiency

Section 601 of Title VI of the Civil Rights Act of 1964 (LEP Statutory Authority) ”No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance”.

And

Executive Order 13166 (issued in the Federal Register 65 FR 50121 on August 16, 2000) mandates improved access to federally assisted programs and activities for individuals who, as a result of national origin, are limited in their English proficiency.

O. Duplication of Benefits

Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, generally prohibits any person, business concern, or other entity from receiving financial assistance with respect to any part of a loss resulting from a major disaster for which such person, business concern, or other entity has received financial assistance under any other program or from insurance or any other source.

To comply with Section 312, subrecipients shall ensure that each program and activity provides assistance to a person or entity only to the extent that the person or entity has a disaster recovery need that has not been fully met. As per the Duplication of Benefits Policy, DCED and its subrecipients are subject to the requirements in Federal Register (FR) notices explaining the duplication of benefit requirement (84 FR 28836 and 84 FR 28848, published June 20, 2019, or other applicable notices).

P. Overall Housing Recovery

Projects that support the overall housing recovery are projects that enable the recovery of residential areas or the creation of new units to replace those lost as a result of the event. In addition, projects that enable the recovery of residential areas by meeting transportation needs, restoring essential utilities, and addressing other public infrastructure and facility needs are projects that support the overall housing recovery. Examples of infrastructure projects that support overall housing recovery include, but are not limited to public roads, school facilities, stormwater drainage improvements, potable water, sanitary sewer, electric and gas utilities, wastewater treatment facilities, stream bank stabilization and wetlands creation, parks, and other public facilities that are important publicly owned assets.

Q. Partial Funding

DCED reserves the right to provide partial funding to Eligible Applicants, increase select Eligible Applicant allocations to ensure project feasibility, open another application round, and/or reprogram Program funds. Allocations will not exceed the unmet need amount.

Section IV – Eligibility

A. Eligible Applicants

This disaster recovery funding is available in counties that were identified under the Presidential Declaration receiving both FEMA Individual Assistance (IA) and Public Assistance (PA). Those counties are Bedford, Bucks, Chester, Delaware, Montgomery, and York. Applications must be submitted and administered by units of local government that receive an annual allocation of CDBG funds either through the DCED or as a direct HUD entitlement community.

The Federal Register Notices require the Commonwealth to allocate 80% of the funds to Most Impacted and Distressed (MID) designated counties. The MID designated counties are **Delaware** and **Montgomery**.

B. Eligible Projects

Applicants are requested to assess any unmet needs that remain from the effects of Hurricane Ida in September of 2021. The following projects are eligible for funding.

Program Category	Program	Total Budget	HUD Identified MID Budget*	DCED Targeted Counties Budget**	Maximum Award***	National Objective
Housing	Rehab	$9,086,561.67	$7,269,249.33	$1,817,312.34	$300,000.00	LMI/LMC/UN
	Buyout	$9,086,561.67	$7,269,249.33	$1,817,312.34	$500,000.00	LMI/UN
	Construction	$9,086,561.66	$7,269,249.33	$1,817,312.33	$4,000,000.00	LMI/LMC/UN
Infrastructure	Other	$4,115,315.00	$3,292,252.00	823,063.00	$2,000,000.00	LMI/UN
Mitigation	Mitigation	$4,993,000.00	$3,994,400.00	$998,600.00	$2,000,000.00	LMI/UN
Admin	Admin	$1,914,000.00	$0.00	$0.00	$0.00	0
Planning	Planning	$0.00	$0.00	$0.00	$0.00	0
Total		$38,282,000.00	$29,094,399.99	$7,273,600.01		

NOTE:

*Identified MID counties are Delaware and Montgomery counties

**Targeted counties are Bedford, Bucks, Chester and York counties

***The identified maximums may be exceeded at DCED's discretion.**

1. **HOUSING – $27,259,685 Allocated**

   a. **Housing Rehabilitation – $9,086,561**
   The primary focus of the Housing Rehabilitation allocation is to provide relief for owner-occupied households impacted by Hurricane Ida while addressing recognized impediments to affirmatively further fair housing as required under the Fair Housing Act. Assistance will be made available to support impacted homeowners to rehabilitate, elevate, flood-proof and provide mitigation activities such as structural and utility retrofits of units damaged by the event. Please refer to the Housing Rehabilitation Guidebook for Disaster Recovery for program requirements.

   Maximum assistance per residence is $300,000.

   i. **Threshold Criteria**
   Owner-Occupied homes that are not participating in the PEMA Buyout Program may receive assistance to make needed repairs of damages sustained by Hurricane Ida. Eligible units are single family homeowner units that are the primary residence of the eligible beneficiary. All housing rehabilitation projects shall include a description in the application indicating how the project ties to DR-4618. Support documentation for the tieback such as Project Worksheet, news articles, photos, insurance claims, etc. is required. Only those repairs / replacements that resulted from the event are eligible for assistance.

   ii. **Eligible Beneficiaries**
   Homeowners whose income does not exceed 80% of the Average Median Income (AMI) for the County in which they reside.

   iii. **National Objective**

   - LMI – Housing – Only households at or below 80% AMI can qualify under this National Objective
   - UN – Urgent Need – National objective may be used but is not prioritized

   iv. **Funding Priority and Selection**
   The goal is to ensure that eligible persons from all racial, ethnic, national origin, religious, familial status, the disabled, "special needs," gender groups, and/or other populations least likely to apply, are:

   - Given the opportunity to rehabilitate their primary residence, which sustained damages due to the disaster and/or its after-effects.
   - Priority will be given to owner occupied units in Delaware and Montgomery counties; and
   - Households whose income is 80% AMI or below.

   b. **Buyout Program – $9,086,561**
   The Buyout Program is being administered in partnership with the Pennsylvania Emergency Management Agency (PEMA). All applications for Buyout funding must be submitted to PEMA in accordance with their application procedures and the Administrative Manual for Units of Local Government. This information may be accessed through PEMA's website:

   c. **Multi-Family Rental Assistance and Development – $9,086,561**
   The Multi-Family Rental Assistance and Development Program will offer funding for applicants to rehabilitate existing housing units or construct new affordable housing units. The goal of the program is to improve the existing housing stock and support increasing the number of affordable units in the impacted areas.

Maximum assistance per project is $4,000,000.

i. **Threshold Criteria**
Existing rental units that were impacted by the event. All multi-family projects shall include a description in the application indicating how the project ties to DR-4618. Support documentation for the tieback such as Project Worksheet, news articles, photos, insurance claims, etc. is required. County and local governments, in partnership with any private, for-profit or non-profit entity may apply for funding.

ii. **Eligible Beneficiaries**
Low- and moderate-income tenants whose annual household income is at or below 80% area median income.

iii. **National Objective**
Benefit to low- and moderate-income persons (LMI)

All Projects must meet the low to moderate income housing (LMH) national objective, which requires that 51% of units are designated as LMH. Proposed Projects that do not have more that 51% of units as LMI may only be funded for the proportional amount of assisted units. While proposed Projects may be mixed-income units, CDBG-DR funds are limited to the Affordable Units for occupation by Low- to Moderate-Income Households.

- UN – Urgent Need – National objective may be used but is not prioritized

iv. **Funding Priority and Selection**

- Projects located in the Most Impacted and Distressed (MID) Counties.
- Projects serving Extremely Low-Income individuals or families
- Projects serving one of the following vulnerable populations: Large Families, Supportive Housing, Seniors, Special Needs, At High Risk - (homeless, disabled, immigrant, and LEP populations).
- Projects with the highest number of LMI units proposed for rehabilitation.

All Multi Family projects that receive approval will be required to complete the Multi-family Pro Forma for project viability as well as cost reasonableness within 60 days of award. Projects will also be required to document rent reasonableness and long-term affordability.

2. **INFRASTRUCTURE – $4,115,315**
CDBG-DR assistance is for eligible unmet needs of municipal owned public or private infrastructure projects that were impacted by Hurricane Ida. Examples of eligible projects include, water and sewer systems, storm drainage and associated road and bridge improvements as well as flood-control and protection devices.

For all projects, DCED will review how each project supports the overall housing recovery from Hurricane Ida.

Maximum assistance per project is $2,000,000.

a. Threshold Criteria
All projects are reviewed to determine evidence of eligible disaster tie-back to DR-4618. All Infrastructure projects shall include a description in the application indicating how the project ties to DR-4618. Support documentation for the tieback such as Project Worksheet, news articles, photos, insurance claims, etc. is required. All Infrastructure projects must be an eligible CDBG activity and eligible use of the funds.

b. Eligible Applicants
The Applicant must be a jurisdiction receiving and administering Community Development Block Grant funds either directly from HUD or from DCED.

c. National Objective
This program addresses LMI Benefit and Urgent Need. DCED estimates 70 percent of the funds for this program will be dedicated to activities related to LMI benefit.

d. Funding Priority and Selection

- Projects located in the Most Impacted and Distressed (MID) Counties
- Projects meeting the low and moderate income (LMI) benefit

3. **MITIGATION – $4,993,000**

The DR-Mitigation Program funds are used for projects that address identified hazard mitigation needs and increase the resilience of municipal jurisdictions. Mitigation measures must be incorporated into all recovery activities defined in the federal register notice as those actions "that increase resilience to disasters and reduce or eliminate the long-term risk of loss of life, injury, damage to and loss of property, and suffering and hardship, by lessening the impact of future disasters."

Mitigation projects can include FEMA Public Assistance (PA) or FEMA Hazard Mitigation Grant Program (HMGP) projects, but all projects are subject to review to confirm that they support or expand community resilience and that they are consistent with CDBG-DR requirements and DCED's and PEMA policies and procedures.

Maximum assistance per project is $2,000,000.

a. Threshold Criteria
All mitigation projects must be an eligible CDBG activity and eligible use of the funds. All projects must be consistent with and identified in the local approved Hazard Mitigation plans.

b. Eligible Applicants
The Applicant must be a jurisdiction receiving and administering Community Development Block Grant funds either directly from HUD or from DCED.

c. National Objective
This program addresses LMI Benefit and Urgent Need. DCED estimates 70 percent of the funds for this program will be dedicated to activities related to LMI benefit.

d. Funding Priority and Selection

- Projects located in the Most Impacted and Distressed (MID) Counties
- Projects meeting the low and moderate income (LMI) benefit

Section V – Funding Priority and Review Process

Proposals for funding will be carefully evaluated using the scoring criteria shown below. Based on the unmet needs identified by grantees and those applications that meet the threshold criteria, DCED will give priority consideration for funding to proposals based on the following considerations:

1. **Project location –** 40 points for projects in Delaware and Montgomery counties as defined in the Federal Register Notice; and 10 points for project in Bedford, Bucks, Chester and York counties.
2. **Activity Addresses Full Recovery –** up to 20 points
3. **National Objective Criteria –** Project addresses low- moderate income benefit – up to 30 points
4. **Capacity –** Unit of local government has the staff capacity to undertake the proposed activities in accordance with the regulations - up to 15 points
5. **Timeliness –** Ability to carry out the activities in a timely manner – up to 15 points

Using the above criteria, DCED will award funding to those communities who have identified the greatest disaster recovery needs that remain from the 2021 Hurricane Ida event.

DCED reserves the right to adjust any proposal request based on the needs, the demand and supporting documentation.

NOTE: Applications for Buyouts will be submitted to PEMA. These applications will have their own scoring criteria in accordance with the Administrative Manual for Units of General Local Governments.

Section VI – Application Procedures

The following addenda make up the application package for the Disaster Recovery Grant:

- General Application: Electronic Single Application

A. Required Addenda

1. A resolution of the local governing body
2. Unmet Needs Assessment
3. Management Plan/Staff Capacity

4. Activity Description – one for each project submitted. This form includes project budget, project completion timetable, and readiness to proceed certification
5. Activity Description – Admin
6. Local User Effort Fee
7. LMI Principal Benefit Determination
8. Other Supporting Documents – Maps, Census Data or Survey Data are required for all activities benefiting low and moderate income; last financial audit; copy of procurement policy; copy of procedures to track and monitor expenditures that support timeliness of payment process.
9. Duplication of Benefits Form
10. Status of Site Control
11. Status of Required ER Process
12. Status of Permits
13. Displacement Assessment

B. Resources

1. Ida Action Plan
2. Housing Rehabilitation Guidebook
3. Multi-Family Policies and Procedures
4. Multi-Family Pro Forma Worksheet
5. Infrastructure Policies and Procedures
6. Mitigation Policies and Procedures
7. Duplication of Benefits Policy
8. Program Income Policy
9. Residential Anti-displacement Policies and Procedures
10. HUD Exchange for CDBG Disaster Recovery

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF COMMUNITY & ECONOMIC DEVELOPMENT
CENTER FOR COMMUNITY & HOUSING DEVELOPMENT

RESOLUTION

Township of Abington

Unit of Local Government

RESOLUTION NO. 2024-029

A Resolution of the Township of Abington, Commonwealth of Pennsylvania, authorizing the submission of an application to the Pennsylvania Department of Community and Economic Development for funding through the Community Development Block Grant-Disaster Recovery (CDBG-DR) Program, and further certifying compliance with the requirements of said program.

WHEREAS, it is necessary and in the public interest that the Township of Abington, Pennsylvania, receive funds from the commonwealth through the Department of Community and Economic Development in accordance with the Community Development Block Grant-Disaster Recovery Program; and

WHEREAS, the Township of Abington has the legal authority to apply for Community Development Block Grant-Disaster Recovery funds; and

WHEREAS, the Township of Abington have undertaken a considerable community participation process including written invitations to municipalities, informational meetings, and legal notices all of which culminated in the prioritization of projects and development of a Community Needs Assessment; and

WHEREAS, the Township of Abington are familiar with the requirements of the program; and

WHEREAS, the Township of Abington wishes to apply for said funds.

NOW, THEREFORE, BE IT RESOLVED by the Township of Abington that its Chairman is authorized to have prepared the necessary forms and documents to submit an application to the Department of Community and Economic Development for Community Development Block Grant-Disaster Recovery funds for the purposes aforesaid; and

BE IT FURTHER RESOLVED, if CDBG-DR funds are determined by the Pennsylvania Department of Community and Economic Development to be expended on ineligible program costs or do not meet a national objective, the Township of Abingoton agrees to repay the proportion deemed ineligible from non-federal sources.

BE IT FURTHER RESOLVED that the needs assessment developed in coordination with low and moderate individuals, interested organizations, non-profits and other interested parties through the citizen participation process and municipal information gathering is hereby adopted; and

BE IT FURTHER RESOLVED that the Chairperson of the Township of Abington is empowered to place their signature, on behalf of the governing body, on necessary application forms and affix thereto the official seal of the Unit of Local Government.

Adopted by the Township of Abington at the regular meeting of date August 8, 2024.

ATTEST

_____

Signature

August 8, 2024

Date

Seal

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF COMMUNITY & ECONOMIC DEVELOPMENT
CENTER FOR COMMUNITY & HOUSING DEVELOPMENT

LOBBYING CERTIFICATION FORM

Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, 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 undersigned, 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 and 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 undersign shall complete and submit Standard Form-LLL, Disclosure of Lobbying Activities, in accordance with Its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents tor all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and discloseaccordingly. This certification is a material representation of fact upon which reliance was placed when this transaction as made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed under Section 13S2, 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.

_____ Aug. 8, 2024

Signature Date

Thomas Hecker, President, Board of Commissioners

Typed Name and Title

_____

DCED Contract Number

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF COMMUNITY & ECONOMIC DEVELOPMENT
CENTER FOR COMMUNITY & HOUSING DEVELOPMENT

FOUR-FACTOR ANALYSIS
COMPLETION AND FINDINGS CERTIFICATION

Township of Abington (Grantee) has completed the Four Factor Analysis and has determined that there are **no** items identified from the analysis above for this grantee, program or activity that will trigger the need for a Language Access Plan.

If the grantee determines that a LAP is not required, then the certification below should be signed and dated by the chief elected official and submitted with their application.

Certification: Based on the above Four-Factor Analysis, the Grantee is **not** required to develop a Language Access Plan. However, the Grantee will make all reasonable attempts to accommodate language access needs of residents requesting oral translation during citizen participation, income surveys and/or direct assistance intake activities including but not inclusive of public hearings, public notices, advertisements, income surveys and direct assistance intake documents.

	Aug. 8, 2024
Chief Elected Official (signature and printed)	Date
	Township of Abington, CDBG-DR
Attest	Grantee Name & Program

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF COMMUNITY & ECONOMIC DEVELOPMENT
CENTER FOR COMMUNITY & HOUSING DEVELOPMENT

LANGUAGE ACCESS PLAN CERTIFICATION

As a result of the preceding Four-Factor Analysis, Township of Abington *(Grantee)* has identified the following types of language assistance to be provided by the Grantee throughout the implementation of its CDBG-DR program dependent on need:

Below are the minimum requirements to meet the needs of your identified Limited English Proficiency Populations. Some programs or activities do not require all items to be followed. Those marked "Required" are mandatory of all grantees having any LEP populations in any municipality or within their programs' service areas. Additional activities may be added to meet the needs of the grantees' LEP population(s).

All CDBG-DR citizen participation materials, public notices, and project-related resolutions, will be published/posted in the LEP language(s) identified, in community newsletters, on bulletin boards at the offices and meeting location of the grantee, on the grantee website and in public places throughout the proposed project area(s) and/or the community, especially those areas with high concentration of the affected population. ***Required***

Additionally, all published/posted citizen participation notices will include a statement in the identified LEP language(s) indicating that other "program materials are available in the LEP language(s) upon request". This statement must be in as many languages as has been identified during the grantee's analysis. ***Required***

All citizen participation notices will include a statement that translators will be available at public meetings upon at least 72 hours' notice. This will be in the identified LEP language(s) in the English notification and also in the complete LEP language(s)' notification. ***Required***

All public notices of income surveys and the income survey itself will be provided in the LEP language(s) identified. ***As Needed***

All direct assistance program application documents and outreach materials will be provided in the LEP language(s) identified. ***As Needed***

For income surveys in service areas meeting the threshold of LEP and/or direct assistance intakes, if needed, a translator will be retained to provide oral translation at the site of the income survey or intake to assist in filling out the survey/intake documents and explaining the program. The grantee may not require the LEP applicant to provide their own translator, though the applicant may bring someone if they choose. ***As Needed***

If other populations of LEP persons are identified in the future, Grantee will provide additional measures to serve the language access needs of those persons. ***Required***

The Grantee will complete a Language Access Plan which delineates how these activities will be carried out, by whom, and who will monitor the effectiveness of the activities for possible revision. This Plan once adopted by the grantee must be retain in the grantees' master file and utilized throughout the program.

Adopted:

_____ August 8, 2024

Chief Elected Official (signature and printed) Date

_____ Township of Abington, CDBG-DR

Attest Grantee Name & Program

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF COMMUNITY & ECONOMIC DEVELOPMENT
CENTER FOR COMMUNITY & HOUSING DEVELOPMENT

DUPLICATION OF BENEFITS CERTIFICATION

The undersigned, on behalf of and as a duly authorized agent and representative of Township of Abington (Unit of Local Government), certifies and represents that all information contained in and enclosed with the grant application is true to the best of his or her knowledge and acknowledges that the Department of Community and Economic Development – Center for Community & Housing Development (DCED-CCHD) has relied on such information to award disaster recovery assistance (the "assistance"). Township of Abington certifies that it has disclosed to DCED-CCHD in the application process all insurance proceeds and all other funds available from, received by, or to be received from governmental agencies as compensation for damages resulting from these declared disasters for which assistance may be provided by DCED-CCHD.

Township of Abington certifies that it will disclose to DCED-CCHD all future insurance proceeds or other funds received from and or available from governmental agencies as compensation for damages resulting from these declared disasters for which assistance has been provided.

Township of Abington acknowledges that it may be prosecuted by Federal, State, or local authorities and/or that repayment of all disaster recovery funds may be required in the event that it makes or files false, misleading, or incomplete statements or documents.

_____
Signature

Thomas Hecker
Printed Name

President, Board of Commissioners
Title

Aug. 8, 2024
Date

WORKER PROTECTION AND INVESTMENT CERTIFICATION FORM

A. Pursuant to Executive Order 2021-06, *Worker Protection and Investment* (October 21, 2021), the Commonwealth is responsible for ensuring that every worker in Pennsylvania has a safe and healthy work environment and the protections afforded them through labor laws. To that end, contractors and grantees of the Commonwealth must certify that they are in compliance with Pennsylvania's Unemployment Compensation Law, Workers' Compensation Law, and all applicable Pennsylvania state labor and workforce safety laws including, but not limited to:

1. Construction Workplace Misclassification Act
2. Employment of Minors Child Labor Act
3. Minimum Wage Act
4. Prevailing Wage Act
5. Equal Pay Law
6. Employer to Pay Employment Medical Examination Fee Act
7. Seasonal Farm Labor Act
8. Wage Payment and Collection Law
9. Industrial Homework Law
10. Construction Industry Employee Verification Act
11. Act 102: Prohibition on Excessive Overtime in Healthcare
12. Apprenticeship and Training Act
13. Inspection of Employment Records Law

B. Pennsylvania law establishes penalties for providing false certifications, including contract termination; and three-year ineligibility to bid on contracts under 62 Pa. C.S. § 531 (Debarment or suspension).

CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the contractor/grantee identified below, and certify that the contractor/grantee identified below is compliant with applicable Pennsylvania state labor and workplace safety laws, including, but not limited to, those listed in Paragraph A, above. I understand that I must report any change in the contractor/grantee's compliance status to the Purchasing Agency immediately. I further confirm and understand that this Certification is subject to the provisions and penalties of 18 Pa. C.S. § 4904 (Unsworn falsification to authorities).

Aug. 8, 2024
Signature ***Date***
Thomas Hecker
Name (Printed)
President, Board of Commissioners
Title of Certifying Official (Printed)
Township of Abington
Grantee Name (Printed)

DCED-FFTA-001 (09/2023)

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF COMMUNITY & ECONOMIC DEVELOPMENT

FEDERAL FUNDING ACCOUNTABILITY & TRANSPARENCY ACT

Sub-Recipient Data Sheet (FFATA)

Grantee must complete and submit this form for all federally funded grant agreements.
The Commonwealth will not process the grant until the Grantee provides this information.

GRANTEE INFORMATION

1. GRANTEE NAME:		2. DCED CONTRACT #:
Township of Abington		
3. ADMINISTRATIVE ADDRESS:		
1176 Old York Rd.		
4. CITY:	5. STATE:	6. ZIP CODE:
Abington	PA	19001

UNIQUE ENTITY INDENTIFIER (UEI)/DUNS NUMBER AND SYSTEM AWARD MANAGEMENT (SAM) REGISTRATION

1. UNIQUE ENTITY IDENTIFIER (UEI):	2. SAM EXPIRATION DATE:
JA1LYASEZZS4	May 23, 2025

Grantee must obtain a registration from the System for Award Management (SAM) (https://sam.gov/content/home) and their Unique Entity Identifier (UEI). Grantee must renew annually during times which they have active federal awards funded pursuant to their sub-grant agreement. By April of 2022, the federal government will stop using the DUNS number to uniquely identify entities registered in the System for Award Management (SAM). At that point, entities doing business with the federal government will only use a Unique Entity Identifier (UEI) created in SAM.gov. They will no longer have to go to a third-party website to obtain their identifier. Active registrants will have their UEI assigned and viewable within SAM.gov.

PRIMARY LOCATION

1. CITY: Abington	**INSTRUCTIONS:** Grantee must provide to the Commonwealth the primary location of performance under the award, including the city, State, and zip code including 4-digit extension. If performance is to occur in multiple locations, then Grantee must list the location where the most amount of the grant award is to be expended pursuant to the grant agreement.
2. STATE: Pennsylvania	
3. ZIP + 4: 19001-3731	

COMPENSATION OF OFFICERS

OFFICER 1 NAME:	**INSTRUCTIONS:** Grantee must provide to the Commonwealth the names and total compensation of the five most highly compensated officers of the entity if--
OFFICER 1 COMPENSATION:	(i) the entity in the preceding fiscal year received—
OFFICER 2 NAME:	(I) 80 percent or more of its annual gross revenues in Federal awards; and
OFFICER 2 COMPENSATION:	(II) $25,000,000 or more in annual gross revenues from Federal awards: and
OFFICER 3 NAME:	(ii) the public does not have access to information about thecompensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchanges Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1).
OFFICER 3 COMPENSATION:	If the Grantee does not meet the conditions listed above, then it must specifically affirm to the Commonwealth that the requirements of this clause are inapplicable to the Grantee.
OFFICER 4 NAME:	
OFFICER 4 COMPENSATION:	**By checking the following box, grantee affirms that they do not meet the conditions for reporting highly compensated individuals.** ☒
OFFICER 5 NAME:	
OFFICER 5 COMPENSATION:	

CERTIFICATION

I hereby certify that all the information stated herein is true and accurate. I understand that HUD will prosecute false claims and statements and that conviction may result in criminal and/or civil penalties (pursuant to 18 USC 1001, 1010, 1012; 31 USC 3729, 3802).

1. NAME OF CHIEF ELECTED OFFICIAL/HIGHEST RANKING OFFICER:	2. TITLE OF CHIEF ELECTED OFFICIAL/HIGHEST RANKING OFFICER:	
Thomas Hecker	President, Board of Commissioners	
3. SIGNATURE OF CHIEF ELECTED OFFICIAL/HIGHEST RANKING OFFICER:		4. DATE: Aug. 8, 2024

Note: This certification can only be signed by Chief Elected Officials (or Highest Ranking Officer) attesting to the accuracy of the data provided in this report. Signatures from individuals without signatory authority will not be accepted.

BOARD OF COMMISSIONERS REGULAR PUBLIC MEETING

AGENDA ITEM

August 8, 2024	BOC-07-080824	FISCAL IMPACT
DATE	*AGENDA ITEM NUMBER*	Cost > $10,000
		Yes ☐ No ☐
Community Development		PUBLIC BID REQUIRED
DEPARTMENT		Cost > $20,100
		Yes ☐ No ☐

AGENDA ITEM:

Grove House Rehabilitation Design Contract

EXECUTIVE SUMMARY:

As part of the 2023 CDBG Annual Action Plan, the commissioners approved the design phase for the Grove House Rehabilitation. An RFP was issued in the spring of 2024 for design and architectural services, and 3 proposals were received. After scoring and interviews with the top 2 scorers, Linn Architects was found to be the best candidate.

PREVIOUS BOARD ACTIONS:

Approval of the 2023 CDBG Annual Action Plan in July 2023.

RECOMMENDED BOARD ACTIONS:

Motion to award the Grove House Rehabilitation architectural services contract to Linn Architects in the amount of $43,900.

Abington Township

Grove House Design Proposal Scoring Rubric

Organization Name	
Total Project Cost	
Has the Township received:	
Cover Letter	
Proposal	
Exclusions & Additional Services	
W-9 Form	
Additional Information	
Representations of Respondent	
Scored criteria (0 lowest – 5 highest)	
Qualifications, certifications, and previous experience	
Cost of Services	
Capacity to complete	
MBE, WBE, or SERB designations	
Total Points	
Notes:	

M E M O R A N D U M

To: Richard J. Manfredi, Township Manager

From: Kimberly Hamm, Director of Community Development

CC: Jessica Tholey, Director of Parks & Recreation; Ashley McIlvaine, Asst. Township Manager

Date: June 28, 2024

Subject: Grove House Design Firm Selection

To begin a rehabilitation and renovation project at the Grove House, the Community Development Department issued a Request for Proposals (RFP) on April 21, 2024. Proposals were due on May 24, 2024.

The Township received multiple requests for walk-throughs and information; any addenda issued were posted on the Township's website and given to any parties who had requested information on this project.

3 proposal packets were received; 2 are considered complete per the instructions and requirements of the RFP. These two proposals were reviewed by code enforcement and the Fire Marshall before these firms were brought in for interviews with myself and the Director of Parks & Recreation during the week of June 24th, 2024. The two proposals with the scoring rubric are attached to this memo for your review.

Following the interview, a review of proposals internally, and the scoring of rubric in the RFP, we are recommending that Linn Architects be awarded a contract in the amount of $43,900 to deliver architectural design services for the Grove House project.

Please advise on next steps. Ideally, a contract would be in place and work would begin in September 2024.

This design phase project is part of the PY2023 CDBG Annual Action Plan approved by the Board of Commissioners in July 2023.

Department of Community Development

Kimberly Hamm, Director

Abington Township

Grove House Design Proposal Scoring Rubric

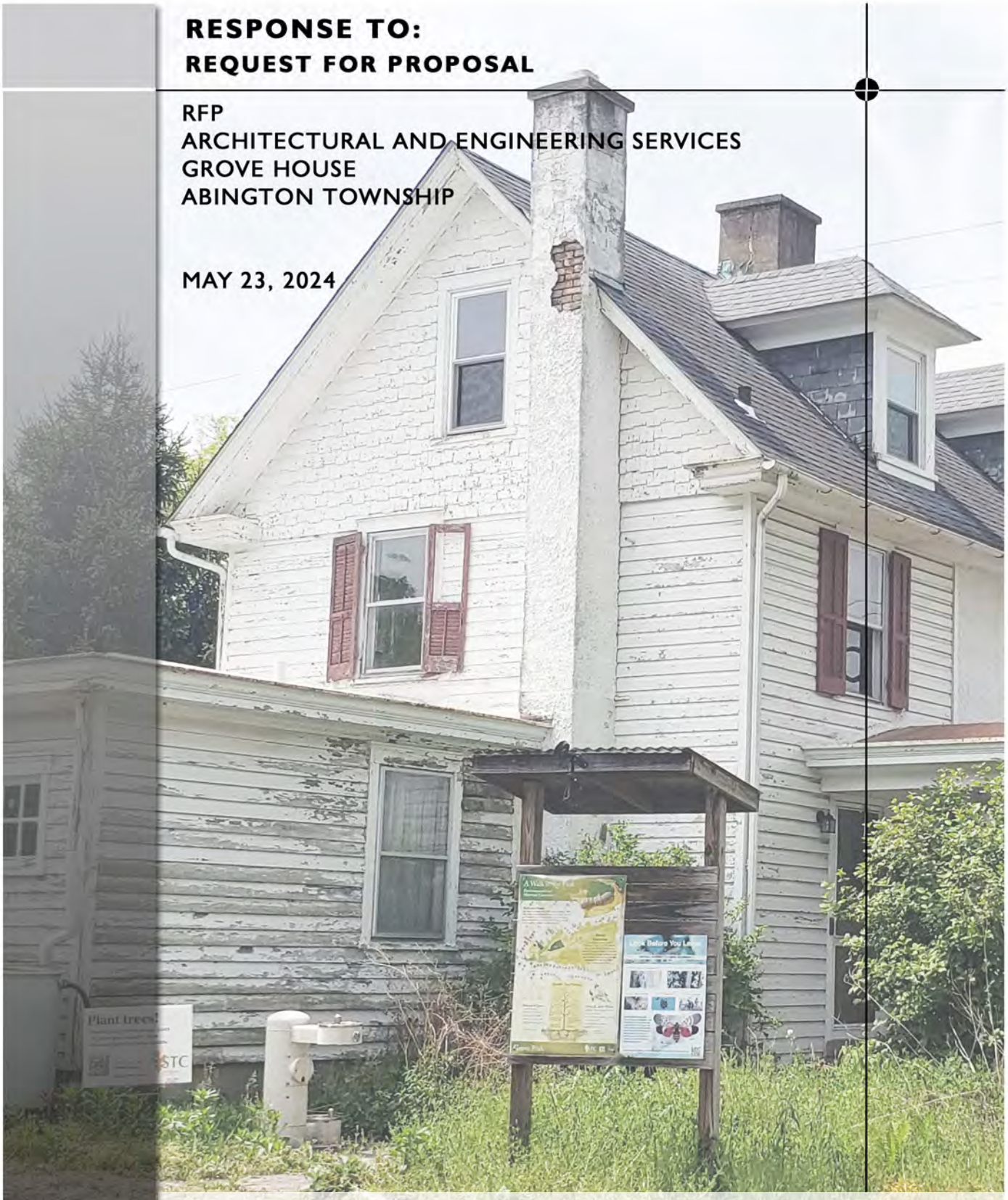
Organization Name	Linn Architects
Total Project Cost	$43,900
Has the Township received:	
Cover Letter	✓
Proposal	✓
Exclusions & Additional Services	✓
W-9 Form	✓
Additional Information	✓
Representations of Respondent	✓
Scored criteria (0 lowest – 5 highest)	
Qualifications, certifications, and previous experience	5
Cost of Services	5
Capacity to complete	5
MBE, WBE, or SERB designations	0
Total Points	15

Notes:
Property walk-through conducted w/engineer in April 2024

RESPONSE TO:
REQUEST FOR PROPOSAL

RFP
ARCHITECTURAL AND ENGINEERING SERVICES
GROVE HOUSE
ABINGTON TOWNSHIP

MAY 23, 2024



LINN ARCHITECTS
1140 N. PROVIDENCE ROAD
MEDIA, PENNSYLVANIA 19063
TEL.610.566.7044
FAX.610.566.3258
www.LinnArchitects.com

ON-BOARD COMPANIES
flexible Service

TD&H Engineering

Theurkauf
DESIGN & PLANNING



TAB 1

COVER LETTER / TEAM INTRODUCTION

TRANSMITTAL/DESIGN TEAM

The "Grove House" at 1383 Easton Road has the potential to become a true asset for Abington Township. It has:

1) Appropriate size rooms for the intended functions.

2) A first floor that is close enough to ground level to make accessibility practical.

3) Adequate parking to support the building size.

4) The "feel" of a really nice vintage building.

This house clearly dates back to at least the early 1900's, and based upon a few features such as the slate on the side of the dormers, and the shutter stays, I suspect it could be late 1800's. Although it does not have any official historic designation, I still want to address any improvements with an eye toward historical sensitivity.

With that said, the following Design Team that we have assembled is uniquely poised to respond to that challenge:

Linn Architects	-	Architects, Civil Engineers, Code Officials
On-Board Companies	-	MEP Engineers
TD&H Engineers	-	Structural Engineers
Theurkauf Design and Planning	-	Planners and Landscape Architects

An organizational chart indicating these companies and staff members from these companies who will participate in the project follows.

Linn Architects and the Firms comprising the Team work with Municipalities on a regular basis, so everyone is quite familiar with the process of municipal interface. A list of municipal projects and references follows under Tab 2.

THE BOTTOM LINE

We could provide pages of high-sounding academic thoughts regarding the design process and scheduling techniques, but here is the bottom line. The Linn Architects Team is well experienced and goes through this process every single day, and makes it work effectively. The Firm has been in business 42 years, and that's unusual, and not by accident. Perhaps just as significant is the fact that the Principal of the Firm will be actively involved in this project. This is an important project to us with a Team of experienced Firms, and it will be treated accordingly.

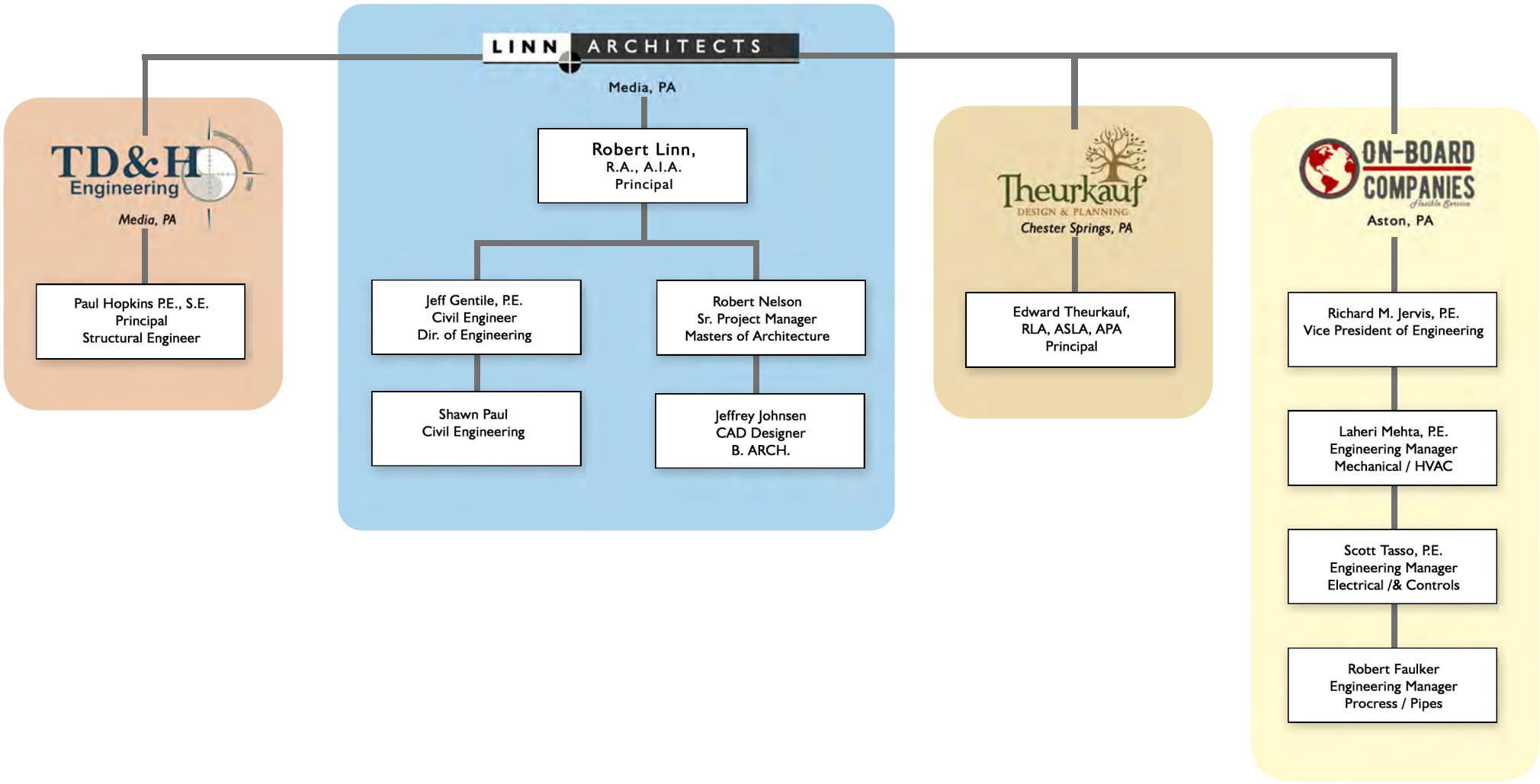
All of these basic, but extremely important facts will allow us to bring a quality level of experience and service to your project, allowing us to deliver what you require. Thank you for the opportunity.

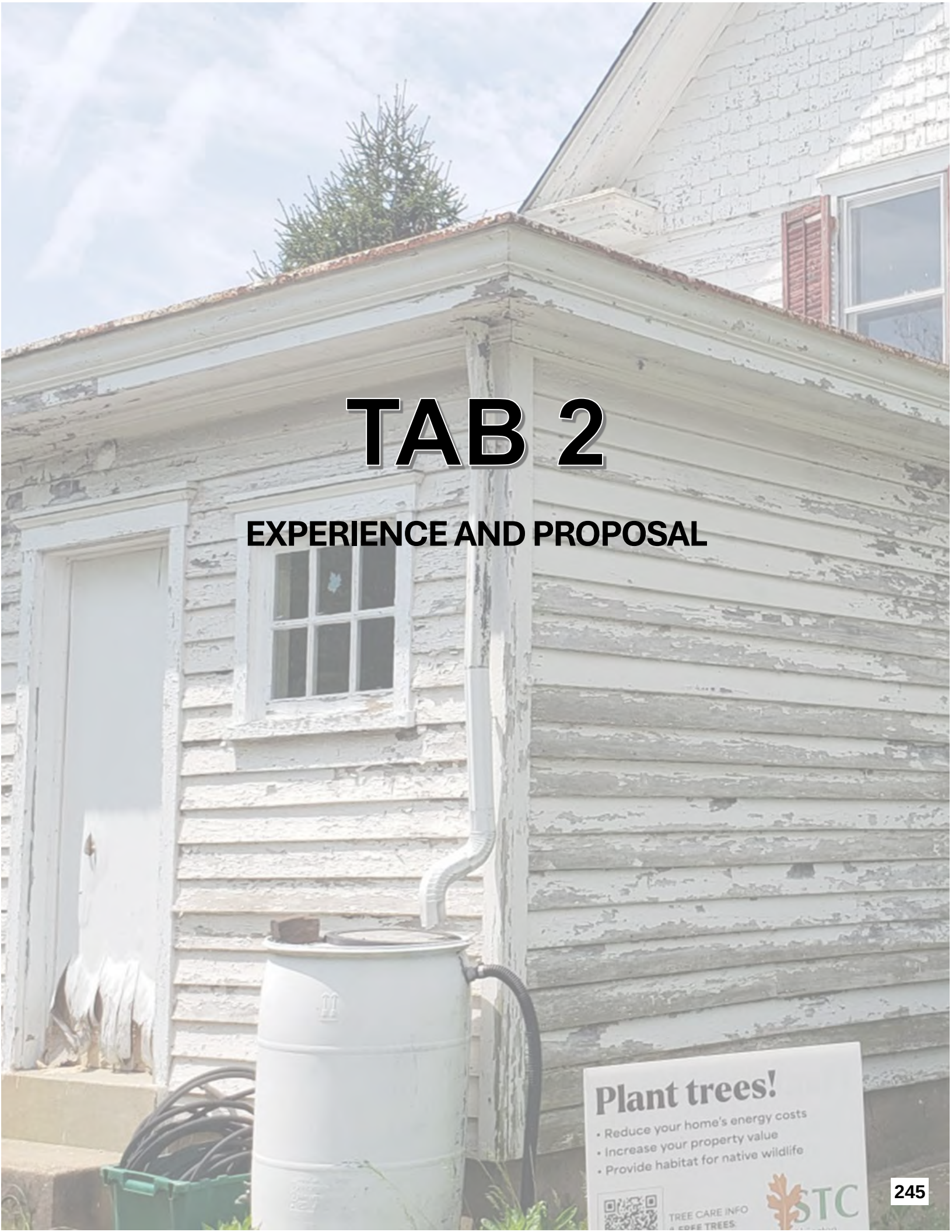
Respectfully submitted,



Robert H. Linn, AIA
Registered Architect
Principal - Linn Architects

RHL/dr


LINN ARCHITECTS
Media, PA
Robert Linn,
R.A., A.I.A.
Principal
Jeff Gentile, P.E.
Civil Engineer
Dir. of Engineering
Robert Nelson
Sr. Project Manager
Masters of Architecture
Shawn Paul
Civil Engineering
Jeffrey Johnsen
CAD Designer
B. ARCH.
TD&H Engineering
Media, PA
Paul Hopkins P.E., S.E.
Principal
Structural Engineer
Theurkauf
DESIGN & PLANNING
Chester Springs, PA
Edward Theurkauf,
RLA, ASLA, APA
Principal
ON-BOARD COMPANIES
Aston, PA
Richard M. Jervis, P.E.
Vice President of Engineering
Laheri Mehta, P.E.
Engineering Manager
Mechanical / HVAC
Scott Tasso, P.E.
Engineering Manager
Electrical /& Controls
Robert Faulker
Engineering Manager
Procress / Pipes



TAB 2

EXPERIENCE AND PROPOSAL

TEAM BACKGROUND

Linn Architects has multiple projects every year where a Municipality is our client, and we have included a copy of Municipal Projects and Municipal Reverences.

Perhaps of equal important is the fact that we regularly work on projects of historical significance, and in fact recently completed upgrades to three (3) train stations for Amtrak in Montana where all the buildings were on the National Register of Historic Places (Libby, East Glacier Park, and Cut Bank). We are also currently working on train stations in Glenwood Springs Colorado and Fort Morgan Colorado, that have similar historic status.

On a more local note, over the past 30 years we have received an award for Historic Preservation on fifteen (15) different local projects. We have included a list of those awards.

Finally, we regularly work on projects funded by RACP or CDBG funding sources, and have experience on well over 2 dozen CDBG projects. Phil Welsh of the Office of Housing and Community Development (OHCD) of Delaware County is quite familiar with our CDBG project experience Phil Welsh - (610) 891-4014 welshp@co.delaware.pa.us.

The following pages include:

- Firm Profiles
- Municipal Project Experience
- Municipal References
- Award and Recognition on Historical Projects
- CV's of Key Individuals who will Participate on the Grove House Project

ARCHITECTURAL SERVICES

FIRM PROFILE

LINN ARCHITECTS is a corporate/commercial/municipal design firm of Architects and Civil Engineers, based in Media, Pennsylvania that was established in 1982. The firm is registered to practice Architecture in twenty-three states and has extensive computerized design and rendering capabilities. In addition to the in-house staff of Architects and Civil Engineers, additional services are also available through a select group of Consulting Engineers who work with the firm on a repetitive basis.

The staff includes (4) Registered Architects, (4) additional individuals with Architectural Degrees, (2) Registered Civil Engineers, (2) College Interns (2) Additional staff with Engineering degrees, and (4) Team members with Pennsylvania State Code credentials, and (2) Construction Managers.

Repeat corporate clients, many of them for 15 years or more, include the following:

- Multiple Townships and Boroughs
- County of Delaware
- Agusta Westland
- Elwyn Industries
- Pennsylvania Institute of Technology
- Child Guidance Resources
- ACG

BASED UPON AIA STATISTICS, LINN ARCHITECTS IS POSITIONED IN THE TOP 10% OF FIRM SIZE NATIONWIDE. COUPLED WITH EXTENSIVE CAD DESIGN CAPABILITIES AND RENDERING CAPABILITIES, THIS PERMITS **HANDLING OF SUBSTANTIAL SIZED PROJECTS, AND YET STILL REMAINS A MANAGEABLE SIZE TO INSURE PRINCIPAL INVOLVEMENT WITH ALL PROJECTS.**









MUNICIPAL GOVERNMENT SECTOR PROJECTS (PAST 6 YEARS)

Linn Architects has had the pleasure of providing services for the following Municipal sector projects, with numerous projects including Municipal Offices and Police Stations.

Springfield Township

- Renovations/Expansion to Municipal and Police Building
- Design – First/Second Quarters 2024
- Cost Budget
- Construction Budget……$14 Million

Swarthmore Borough

- Police Department Renovations
- Design May 2024
- Construction Budget……$200,000

Eddystone Borough

- Renovations to 4,500 S.F. Existing Municipal Building, plus 3,280 S.F. Expansion for Police
- Bid Received March 2023
- Construction Starting May 2023
- Construction Budget……$2.6 Million

Delaware County

- HR Suite Renovations Government Center Building
- Going out to Bid April 2024
- Construction Budget……TBD
-

Delaware County

- Adaptive Reuse of Briarcliffe Fire Company (Darby Township)
- Project Complete May 2024
- Construction Budget……$190,000

Delaware County

- New Orange Street Surface Lot Media Borough
- Project Complete May 2024
- Construction Budget……$1.4 Million

Nether Providence Township

- New Public Works Garage Project
- Complete May 2024
- Construction Budget……$1.3Million

Delaware County Housing Authority

- Kinder Park Window Replacement
- Construction Complete – June 2024
- Construction Budget……$1.5 Million

Delaware County Board of Fire and Life Safety

- New Live Burn Building (Darby Borough)
- Design Started – Spring 2024
- Construction Budget……$5 Million

Folcroft Borough

- New 22,177 S.F. Borough Administration Building, Police Department, Community Center
- Started Construction May 2023
- Construction Budget……$5.4 Million

West Pikeland Township

- New Public Works Building
- Bid received April 2022
- Construction Starting May 2023
- Construction Budget…….$1.6 Million

Delaware County Wellness Center at Yeadon

- 6,700 S.F. Phase 3
- Construction Started January 2023
- Construction Budget……$2.2 Million

Trainer Borough

- New 22,016 S.F. Borough Administrative Building, Police Station and Community Center
- Started Construction December 2022
- Construction Budget……$5.6 Million

Tredyffrin Township – New Public Works Garage

- New S.F. Public Works Garage with Truck Wash Bay and Renovations to Existing Public Works Garage
- Construction Complete December 2021
- Construction Budget……$1.2 Million

Media Borough Public Works Garage

- New 2,900 S.F. Public Works Garage
- Construction Complete December 2021
- Construction Budget……$220,000

Delaware County Wellness Center at Yeadon

- 5,000 S.F. Phase 2 Fit-Out
- Construction Complete November 2022
- Construction Budget……$1.3 Million

Thornbury Township, Chester County

- New 3,000 S.F. Township Administration Building
- Construction Complete 2021
- Construction Budget……$1.1 Million

Delaware County Wellness Center at Yeadon

- 8,000 S.F. Phase 1 Fit-Out of Former Grocery Store for New Delaware County Covid19 Vaccination Center
- Project Completed – January 2021
- Construction Budget……$1.2 Million

Newtown Township Fire Company

- New 20,437 S.F. Building
- Complete July 2021
- Construction Budget……$5.25 Million

Tredyffrin Township

- Renovation of 28,000 S.F. Municipal Offices and Police Department
- Complete September 2020
- Construction Budget……$1.3 Million

Media Borough

- New Police Sallyport
- Complete 2020
- Construction Budget…… $225,000

Westtown Township, Chester County

- New 9,225 S.F. Public Works Facility with Truck Bays, Truck Wash, and Offices/Locker Rooms
- Complete 2019
- Construction Budget……$1,8 Million

Clifton Heights Borough

- New Borough Administrative Building and Police Station
- Complete 2018
- Construction Budget……$1.8 Million

Marple Township

- New 24,000 S.F. Police Station in Repurposed Building
- Complete 2017
- Construction Budget……$3.5 Million

Media Upper Providence Free Library

- New 16,905 S.F. Facility
- Complete 2016
- Construction Budget……$3.2 Million

MUNICIPAL REFERENCES

Danielle J. Floyd	Delaware County Director of Public Works 610-891-4668	floydd@co.delaware.pa.us
Robert Bernstein	Delaware County Architect 610-891-5082	bernsteinr@co.delaware.pa.us
Dave Grady	Manager – Nether Providence Township 610-565-7890	draddy@netherprovidence.org
Elgin Akarsoy	Councilman – Upper Providence Township 610-566-4944	eakarsoy@upperprovidence.org
Christen Rexing	Councilwoman – Upper Providence Township 610-566-4944	crexing@upperprovidence.org
Brittany Forman	Manager – Media Borough 610-566-5210	bforman@mediaborough.com
Jim Jeffery	Director of Codes – Media Borough 610-566-5210	jjeffery@mediaborough.com
Robert McMahon	Mayor – Media Borough 610-566-5210	charts5@aol.com
Kevin Matson P.E.	Engineer – Media Borough 610-513-7220	kmatson@lighthouse-engineers.com
Michael Galante	Engineer – Chester Township and Upper Darby Township 856-404-0540	mgeassociates@gmail.com
Mark Possenti	Manager – Darby Borough 610-586-1102	markpossenti@comcast.net
Dominic Pileggi	President of Board of Supervisors – Concord Township 610-565-7890	plieggi@verizon.net
Neil Vaughn	Manager – Edgmont Township 610-459-1162	manager@edgmont.org
Lee Fulton	Manager – Springfield Township 610-544-1300	lfulton@springfielddelco.org

Tom Micozzie	Manager – Clifton Heights Borough	
	610-623-1000	tmicozzie@cliftonheightspa.gov
Joseph F. DiRocco	Assistant Township Manager	
	610-644-1400	dirocco@tredyffrin.org
John White	Manger- Aldan Borough	
	610-626-3554	jwhite@aldan-boro.org
John McMullan	Manager – Middletown Township	
	610-565-2700	jmcmullan@middletowndelcopa.gov

Awards and Recognition

- Heritage Commission of Delaware County 2022 – Restoration – AME Church Concord Township
- Heritage Commission of Delaware County 2021 – "Media Men's Club Building"
- Heritage Commission of DELCO –2019/2020 – Three (3) Historical Project Awards
- Heritage Commission of Delaware County 2005 - Historic Presentation Award – 1902 National Guard Armory
- Pennsylvania State Preservation Award 2005 - Public Project – 1902 National Guard Armory
- Delaware County Historical Society 2004 - A. Lewis Smith Award Preservation of Historical Buildings
- Heritage Commission of Delaware County 1998 - Three Adaptive Reuse Awards
- Heritage Commission of Delaware County 1997 - Adaptive Reuse Award
- Heritage Commission of Delaware County 1996 - Adaptive Reuse Award
- Delaware County Council 1994 - American Spirit Preservation Award
- 1993 - Media Minutes Community Service Award

PERSONAL RESUME

+

ROBERT H. LINN, R.A.

Title: *Principal/Registered Architect*

Education
Carnegie-Mellon University
5 Year Degree – Bachelor of Architecture -1975

Years Experience: **49**
With Linn Architects: 42

Overview of Expertise:

Full range of experience over extensive period as Principal of Linn Architects that provides Architecture, Civil Engineering, Zoning, Construction Code Services.

Select Work Experience

- Areas of expertise include: 1) Project Programming, 2) Municipal and Corporate Design, 3) Building/Site Integration, 4) Zoning and Land Use, 5) Adaptive Reuse, 6) Accessibility 7) Historical Projects, and, 8) Feasibility/ Master Plan Evaluations.
- Principal in charge of Linn Architects with over 150 projects per year, equating to a total of $90 Million plus in annual construction value.
- President – Linn Management Services Corporation - 47 Years.

Professional Registrations

Registered Architect

State of Pennsylvania	State of Texas	State of West Virginia
State of New Jersey	State of Arizona	State of New Hampshire
State of Delaware	State of Vermont	State of Louisiana
State of Maryland	District of Columbia	State of Connecticut
State of New York	State of Indiana	State of Rhode Island
State of Ohio	State of Illinois	State of Montana
State of Michigan	State of Florida	State of Colorado
State of Massachusetts	State of Virginia	NCARB

Affiliations

Member – American Institute of Architects – AIA
Member – Pennsylvania society of Architects – PSA

Municipal Interface

- Firm represents Fifteen (15) Municipalities as Third-Party IBC Code Officials.
- Appearance by Robert Linn at Planning Commissions, Zoning Hearing Boards, and Electced Municipal bodies approximately (40) times a year.

Community Professional Positions

- Member – Comprehnsive Planning Committee – Nether Providence Township 2022/2023
- Member – Swarthmore Borough IBC Appeals Board – 2019 – Continuining
- Summit School Evaluation Committee – Nether Providence Township - 2018
- Chairman of IBC Appeals Board - Media Borough – January 2005 – Continuing (17 Years)
- Planning Commission - Nether Providence Township - 1994 – Continuing (28 Years)
- Multi Municipal Comprehensive Plan Task Force - 4 Municipalities - 2004 – 2006
- Chairman BOCA Board of Appeals - Media Borough - December 2001 - December 2004
- Media Borough - Streetscape Commission - 1999 – 2000
- BOCA Board of Appeals-Nether Providence Township-November 1994-December 1996
- Ad Hoc Zoning Commission - Media Borough - 1993-1994
- ADA Compliance Officer - Media Borough - 1993 – 2006
- Building Inspector - Upper Providence Township - 1988 – 1992
- Comprehensive Plan and Zoning Commission - Media Borough - 1987 – 1989, and 1996
- Media Borough Art and Architecture Commission - 1984 - 1992

Awards and Recognition

- Heritage Commisison of Dealwar County 2022 – Restoratin – AME Church Concord Township
- Heritage Commission of Delaware County 2021 - Media Men's Club Building
- Heritage Commission of DELCO –2019/2020 – Three (3) Historical Project Awards
- Boy Scouts Citizen of Year for Delaware County - 2016
- Heritage Commission of Delaware County 2005 - Historic Presentation Award
- Pennsylvania State Preservation Award 2005 - Public Project
- Delaware County Historical Society 2004 - A. Lewis Smith Award Preservation of Historical Buildings
- Heritage Commission of Delaware County 1998 - Three Adaptive Reuse Awards
- Heritage Commission of Delaware County 1997 - Adaptive Reuse Award
- Heritage Commission of Delaware County 1996 - Adaptive Reuse Award
- Delaware County Council 1994 - American Spirit Preservation Award
- 1993 - Media Minutes Community Service Award

PERSONAL RESUME

ROBERT NELSON

Title: *Associate/ Project Manager*

Years Experience: **20**
With Linn Architects: 20

Education

Catholic University of America
Bachelor of Science in Architecture - 2003
Master of Architecture – 2005

Overview of expertise

- Mr. Nelson began with Linn Architects in the summer of 2004 as a draftsman, while completing his Master of Architecture degree. In his 16 years at Linn, he has worked as a project manager and designer on several municipal, commercial, and residential projects.
- As a designer/ draftsmen, his project portfolio includes, but is not limited to: Concord Township Municipal Building, Bethel Township Municipal Facility, Icona Hotel in Wildwood, NJ, Verizon Wireless switches, Elwyn Laundry Facility, the CADES School, and Child Guidance Resource Center Facilities.
- He is currently working under the title of Associate/ Project manager: His work as a Project Manager includes, but is not limited to: Amtrak NY Penn Station, Amtrak Colorado, Amtrak Montana, Harpers Ferry, WV Head house restoration, Concord Community Center – New Elevator Addition, Prive Salon and Style Bar, Shere E Punjab Restaurant Expansion, McGuire Products Inc. New Warehouse Facility, Scoir Offices in West Chester, Pa, Echo Realty new 5,000 Sq. Ft restaurant in Media, Pa and the new Aldan Borough Snack Bar and Pavilion.
- He is currently the Project Manager on the restoration of the Fort Morgan and Glenwood Springs Amtrak stations Platform renovations based in Colorado. He is also in the process of completing the new Mediplex 20,000 sf office building in Abington, Pa as well as the associated tenant fit outs for Abington Neurological Associates, RMA of Philadelphia and Wink Optical. He has just completed the design of a tenant fit out for the Sepa Pain Management (12,000 sf) in Horsham, Pa and the New Media Police Sallyport in Media,Pa.
- Robert's responsibilities have included project management, documentation of drawings, project design, project coordination and project administration.

Professional Registrations

NCARB (Record #129392)

Additional Technical Training

Amtrak Contractor Safety Training
BNSF Contractor Safety Training
UPRR Contractor Safety Training

PERSONAL RESUME

JEFFREY JOHNSEN

Title: *Architectural Designer / Junior Project Manger*

Education

Marywood University
Bachelor of Architecture - 2021

Years Experience: **3.0**
With Linn Architects: 3.0

Overview of expertise

- Mr. Johnsen began with Linn Architects in the spring of 2021 as an Architectural Designer and Junior Project Manager. In his 2 years at Linn, he has worked as an architectural designer and junior project manager on several municipal, commercial, and residential projects that have helped expanded his expertise in numerous building topologies and operations.
- As an architectural designer / draftsman, his project portfolio includes, but is not limited to: Springfield Hyundai Dealership, Media Dental Associates, Philadelphia Technician Training Institute, Nether Providence Public Works Garage, 1 South Olive Apartment Renovations, Beacon of Folcroft 7-Elleven, Coatesville Culture Club Restaurant, Eddystone Municipal Building, 4th & Booth Warehouse, & Providence Animal Center. AIDS Care Group Facilities 44 Yale Apartment Conversion, The Spayed Club Veterinary Clinic .
- Jeffrey's responsibilities have included documentation of drawings, project design, project administration, & assisting in project management and coordination of various consultants. Coordinate with Mechanical, Electrical, Plumbing, Fire Suppression, Structural design or and design changes within the building project.
- Throughout his years of experience, he has interacted with clients to determine their wants and needs to align with daily operations of building programs. Design specifications and submittals processes were coordinated with the project manager, engineering teams, and construction manager throughout the project building construction timeline. For clients, he performed site due diligence and survey requirements as needed for building documentation. Building code requirements were researched and correctly implemented to building plans. Architectural construction paperwork and drawings were maintained and filed accordingly for various phases of projects. Sustainable design solutions were integrated into commercial projects.
- Mentored by registered architects to expand his expertise in the field of Architecture.
- By evaluating job progress and distributing duties, I mentored newly hired staff and interns.

Professional Registrations

NCARB (Record #865999)

PERSONAL RESUME

Shawn Paul

Title: *Design Associate*

Education
Widener University
Bachelor of Science, Civil Engineering - 2014

Years Experience: 9
With Linn Architects: 9

Overview of expertise:

Mr. Paul offers more than 7 years of experience in the engineering field and as a Design Associate for Linn Architects is responsible for a variety of aspects of site civil design, implementation, and documentation.

Mr. Paul's has a broad range of experience that include commercial and residential site design, land development/ zoning approvals and research, stormwater management design, municipal approval processes, and governmental permitting.

Recent Select Work Experience

Wawa Upper Chichester
Design associate for a new convenience store/gas station. The project included the rehabilitation of an historical structure. Key site improvements include community and street scape improvements, an underground stormwater bed, and historical preservation.

Elms at Lenni
Design associate for a 6 lot single family subdivision in Middletown Township. The project includes the removal of an abandoned firehouse and the construction of six 1,800 s.f. footprint houses. This project required zoning relief due to the site fronting on two roadways. The project required interpretation of the stormwater ordinances due to the substantial sum of impervious coverage proposed to be removed.

Services and Logistics Center for CHOP, Millbourne PA
Design associate for a 118,867 s.f. logistics center in Millbourne Borough. Key site improvements include utilizing existing community public transportation network, landscaping, and underground stormwater beds. A major challenge on this project was the existing stream, floodplain, and elevated rail network all within close proximity of one another.

JEFFREY N. GENTILE, PE **Title:** *Senior Engineer and Code Director*

Education

Master of Science, Civil Engineering –Villanova University
Bachelor of Science in Aerospace Engineering – Pennsylvania State University
Bachelor of Science, Co-op Engineering – Albright College

Linn Architects, Senior Engineer and Code Director **2020 to Present**

Professional of Expertise:

- Supervises and performs all aspects of building code enforcement including plan review, inspections and code interpretations
- Supervises civil engineering department through land development applications and related projects

Licensure and Certifications

Licensed Professional Engineer, State of Pennsylvania
Certified Building Plans Examiner and Inspector
Certified Accessibility Plans Examiner and Inspector
Certified Mechanical Plans Examiner and Inspector
Certified Energy Plans Examiner and Inspector
Certified Plumbing Plans Examiner and Inspector

Professional Affiliations

National Society of Professional Engineers, Member
International Code Council, Member
Pennsylvania Association of Code Officials, Member and Past President

Volunteerism

Upper Darby Arts & Education Foundation, Past President and Board Member
Upper Darby High School Football, Coach
Drexel Hill Little League, Athletic Coach for numerous athletic programs

Teaching Experience

Drexel University and Delaware County Community College construction code classes
Teach day-long seminars keeping with an outline that allows for timely review of all teaching goals.

Section B – Qualifications of the Firm

Name & Address of the Firm

On-Board Engineering Corporation
Windsor Corporate Park
50 Millstone Rd. - Building 300 / Suite 110
East Windsor, NJ 08520

Primary Corporate Officer Authorized to Execute Agreements

Richard M. Jervis, Jr., P.E. / Vice President of Engineering
Richard.Jervis@onboardusa.com

History / Ownership / Organizational Structure

Founded in 1976 by the late Robert L. Wilson, On-Board Engineering Corporation is a privately held & Family Owned, Professionally Licensed, Full-Service provider of architectural, engineering, design, procurement, and construction management services with design build capability.

The firm remains under the ownership of the descendants of Robert L. Wilson today. The current Chairman/CEO is Robert J. Wilson. The President/COO is Robert R. Wilson.

On-Board's Executive & Management personnel are based in both of the regional offices designated to provide any as needed services to the County upon an award of the "**Professional Architectural / Engineering Services Pool"** Program

On-Board's Regional, Statewide, & Local Service Capabilities

For 48 years, the On-Board Family of Companies has provided its industrial, commercial, institutional, governmental, and manufacturing clients with flexible, customized & cost-effective contracted solutions for:

- Civil / Structural / Architectural Engineering & Design
- Process Mechanical Engineering & Design
- Utility & HVAC Mechanical Engineering & Design
- Electrical Engineering & Design
- Electrical Instrumentation and Controls Engineering & Design
- Project Management
- Program Management
- Construction & Construction Management
- Consulting Engineering / All Disciplines
- Operations & Maintenance
- Facilities Management
- Staff Augmentation

On-Board's Corporate Headquarters has been located in New Jersey for decades. The firm relocated from its former site in Edison, NJ to its current East Windsor location in 2004. The Delaware office has been in operation since the 1990's.

Industry Reputation

On-Board is consistently ranked by "Engineering New Record" (ENR) as:

- One of the Top 500 Engineering & Design Firms in North America.
- One of the Top 40 Program Management organizations in North America.

Typical client survey feedback states that clients find On-Board provides a lower cost alternative to the services of other larger A/E and/or EPCM firms in the marketplace.

On-Board consistently receives a 97% (+) satisfaction rating from these annual client satisfaction surveys. Client References are provided in **Attachment 1.**

Financial Highlights

On-Board Family of Companies is:

- Privately Family-owned C-Corp
- Headquartered in E. Windsor, NJ
- Revenues in excess of $80 MM
- No Long-Term Debt
- Fortune 500 Customers
- D&B Rating of R21
- $20 Million+ Line of Credit
- $17 Million+ Retained Earnings
- No Pending Litigations or Claims

Public Sector Credentials

• On-Board is currently under contract with the **City of Atlantic City** providing design/build services to install a flood mitigation system at two of the City's municipal buildings.

• On-Board is currently providing the design for Ultraviolet Germicidal Purifications Systems in 15 Buildings in **Morris County, NJ**.

• On-Board was recently awarded another three-year contract with the **Philadelphia Gas Works (PGW)**. It represents On-Board's 6th consecutive contract award from PGW.

• On-Board recently delivered the design for a Bio-Solids Composting Facility located on a site owned by the **Cumberland County Improvement Authority**.

• On-Board is under contract to design Replacement Heat & Hot Water systems for several sites at the **Phillipsburg Housing Authority.**

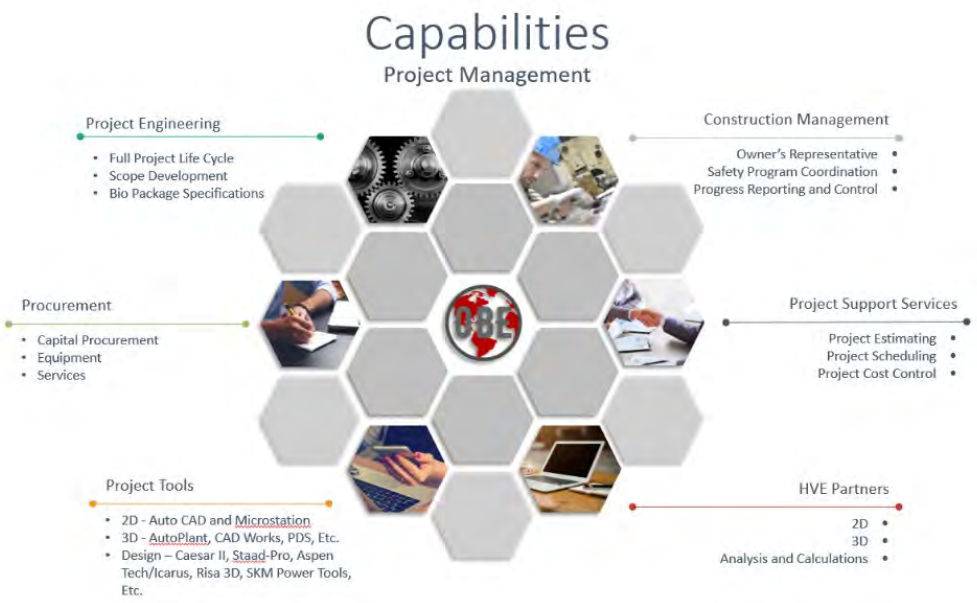
• On-Board has a 20-year-old Master A/E "Task Order" Services Agreement with **Amtrak**

On-Board was also selected to be part of a pool of A/E firms to provide professional project and consulting services to:

- **Cumberland County**
- **Atlantic County**
- **Ocean County**
- **Lakewood Industrial Commission**
- **Cherry Hill Township**
- **Atlantic City**
- **Cumberland Co. Improvement Auth.**
- **Lakewood Municipal Utilities Auth.**
- **NJ Casino Redevelopment Auth.**
- **Brookdale College**
- **Ocean County College**
- **City of Vineland**
- **South Jersey Port Corporation**
- **Camden County**
- **East Brunswick Twp.**
- **Morris County**
- **Franklin Township**
- **Hunterdon County**
- **Manasquan River Sewerage Auth.**
- **Asbury Park Housing Auth.**
- **Western Monmouth Utilities Auth.**
- **Brick Township**
- **Drexel University**

Please note On-Board's ability to provide the work, services and responsibilities delineated in the County's RFP as well as any work, services and responsibilities not specifically delineated.

On-Board's Technical A/E Capabilities follow to demonstrate to The County On-Board's ability to meet the requirements of this RFP.





Documentation to support On-Board's experience and knowledge in providing the services/work described in the County's RFP to both public sector entities as well as to the industrial and commercial marketplace overall can be found in **Section G** of this proposal under the sub-title **"Additional Information/Project History".**

On-Board's potential value-added services available to The County can be summarized here by showing the entirety of the On-Board Family of Companies (OBC). OBC provides many of its clients a "Total Solutions" offering to meet the various technical & operational needs in the in both the public and the private sector.

Primary Points of Contact

Richard M. Jervis, Jr., P.E.
Vice President of Engineering
On-Board Engineering Corporation
2 Penn's Way-Suite 400
New Castle, DE 19720
(302) 547-5581 (Mobile)
Richard.Jervis@onboardusa.com

Qualifications of the Personnel

The On-Board Team

On-Board has assembled a "World Class" team of professionals to provide a well-rounded and comprehensive group of professionals to ensure that only the best available resources be assigned to this program. We do this as a matter of course, and with the intention of including minority and/or disadvantaged organizations to participate where applicable.

Every member of the On-Board Team presented herein has experience in a variety of institutional settings, many of which are located in NJ and around Greater Delaware Valley.

Projects which include all of the traditional facilities related A/E disciplines (MEP/CSA/I&C/FP/Utilities) are routinely executed by the members of this team.

Below, please find brief narratives describing the professional & operational credentials of On-Board's proposed team.

Also, please note the "length of service" aspect of the team members. On-Board prides itself on its staff becoming and remaining part of "The On-Board Family" for many years.

Resumes of On-Board's staff can be found below.

Richard M. Jervis, Jr. P.E. / Vice President of Engineering-Program Oversight

"Rick" has an impressive educational background in both Engineering and Business Management. He has a Bachelor's Degree in Civil Engineering from the University of Cincinnati. His concentration was in Structural Design and Construction Management. In addition,

Rick earned a Master's Degree in Business Administration (MBA) from the University of Delaware. Rick has 30+ years of Engineering/Design & Project Management experience particularly in facilities related projects. He has spent the past 25+ years as a manager and executive at On-Board. He is a registered Professional Engineer (P.E.) in 40 States, including New Jersey.

As VP of Engineering, Rick has ultimate responsibility for all On-Board operational personnel in the Home Offices as well as the staff assigned to the many On-Board sites in North America.
He is also responsible for On-Board's Client Relationship Management. In short, the "buck stops" with Rick Jervis. His availability to any On-Board Client is constant and without question.

Andrew P. Barnes, P.E. / Public Sector Program Manager / C/S/A Engineer

Andrew holds a Bachelor of Science Degree in Civil Engineering from the University of Delaware. He is a Registered P.E in the State of Delaware and New Jersey.

As the **Lead Professional for On-Board's Public Sector Operations**, he has over 15 years of experience (all with On-Board) in the engineering and design field associated with the Structural, Civil, Surveying and Construction industries including extensive field experience and project execution assignments.

Andrew has Project Management experience related to several government sanctioned projects including infrastructure protection and flood mitigation, Storm Water Management and Grading Design.

Robert Faulkner / Process-Mechanical Engineering Manager

Bob Faulkner came to On-Board (14 years ago) following a 15-year stint as a process engineer and project manager at the Honeywell Chemical Manufacturing Facility in Claymont, DE. Honeywell's loss has become On-Board's gain as he has provided invaluable technical expertise and experience to the scores of complex process-based projects routinely executed by On-Board.

Also relevant here is Bob's experience providing management of diverse, multi-functional teams of maintenance mechanics, construction contractors and draftsmen during installation and start-up of capital work.

His duties at On-Board have established him as the most effective team member in maintaining working relationships with Municipal, County & Authority officials and regulatory agencies. He is also known internally for his unique ability to provide technical support for environmental and "Customer Linked Commercialization" projects. Bob has a Bachelor's Degree in Chemical Engineering from the University of Delaware.

Scott C. Tasso, Jr. P.E. / Lead Electrical Engineer

Although one of the newer members of the On-Board Professional Staff, Scott is a highly experienced electrical Project Engineer / Project Manager with over 20 years of experience in the power generation, power distribution, and infrastructure industries for new construction, renovation, and retrofit projects. His experience includes developing scopes of work, specifying electrical area classification, specifying electrical equipment including:

- Substations
- Switchgear
- Motor Controls Centers
- VFD Systems
- UPS Systems
- Grounding Systems
- Fire Detection Systems
- Lighting systems
- Power Distribution Panels
- Relay Cabinets
- Operator Stations
- Electrical Heat Tracing
- Fiber Optic Patch Panels

Scott also has an impressive resume in construction assistance services as well as providing computer based electrical calculations including:

- Load Flow
- Voltage Drop
- Over Current
- Arc Flash Analysis
- Conduit & Cable Tray Fill

Scott holds a B.S. in Electrical Engineering from New Jersey Institute of Technology. He is also a **P.E. in New Jersey**, MD, NY, PA & VA.

Laheri C. Mehta, P.E. / Senior Mechanical-HVAC Engineering Manager

"Larry" Mehta has been the "go to" HVAC & Utility professional at On-Board for 20 years. On-Board has relied upon his professionalism and his expertise for so long now that many of us are not sure how we could have succeeded without him.

He holds both a Bachelor's Degree and a Master's Degree in Mechanical Engineering. He is a Registered P.E. During his career, he has authored, published, and presented numerous papers on a variety of energy related topics to some very prestigious conferences and symposiums.

Larry's professional background is particularly relevant to the project requirements at The County, as his resume includes a long list of projects in many institutional facilities. His particular talent of analyzing and recommending energy saving modifications to existing facilities is where many of On-Board's clients have benefitted.

Conclusion

On-Board's years of experience successfully executing similar programs in the past indicate that the assignment of qualified and experienced personnel is (typically) the key contributor to that success.

QUALIFICATIONS AND EXPERIENCE – March, 2024

Edward A. Theurkauf, RLA, ASLA, APA

Principal and Manager

Professional Qualifications and Education

- Registered Landscape Architect LA-1061 E
  Commonwealth of Pennsylvania (1990)

- Master of Landscape Architecture
  University of Pennsylvania (1986)

Work History - Over 35 years of professional experience in landscape architecture and planning:

- Founded **Theurkauf Design & Planning LLC** in May 2011, specializing in municipal planning and landscape architecture services.

- Provided municipal planning and landscape architecture services from 1998-2011 as the senior municipal planner/landscape architect for **Thomas Comitta Associates, Inc**., West Chester PA.

- Managed projects and clients as a landscape architect from 1993-1997 on high end landscaping design/build contracts, primarily with **Robert Montgomery Landscapes, Inc**., Chester Springs PA.

- Designed and managed land development projects as an associate/land planner/landscape architect from 1986-1992 with **Kinzler & Ritter/Land Planning**, Philadelphia PA.

Professional Accomplishments

- Planning and landscape architecture consultant to Charlestown, East Pikeland, Uwchlan, Warwick, West Vincent, and West Whiteland Townships in Chester County, to Upper Frederick Township in Montgomery County, and to the Phoenixville Regional Planning Committee (PRPC).

- Prepared 16 Master Plans, Feasibility Plans, Concept Plans, and Improvement Plans for municipal parks, public spaces, and trails in Pennsylvania (plans for Charlestown Jenkins Park and Uwchlan Shamona Creek Nature Park in progress).

- Authored Comprehensive Plans for PRPC (2019, 2021), West Grove, Chester County (2022), Warwick, Chester County (2015), East Pikeland Township, Chester County (2013), West Pikeland Township, Chester County (2010), and Delaware Township, Pike County (2006, current update in progress).

- Executed scores of Zoning and Land Development Ordinance amendments for environmental protection, open space/recreation, land use, multi-modal transportation accessibility, density controls/TDRs, landscaping, stormwater/GI, design standards, signs/billboards, and agriculture.

1350 Elbow Lane • Chester Springs, PA 19425 phone 484-888-5574 email ed@theurkauf.com www.theurkauf.com

- Provided hundreds of development plan review and landscape improvement inspection services to 19 Pennsylvania municipalities and a multi-municipal planning committee.
- Prepared field assessments and management recommendations for open space assets.
- Designed and managed landscape and site remediation projects in rural, suburban, urban, and industrial settings in Pennsylvania, New Jersey, and Delaware.
- Served as an expert witness in land planning on behalf of dozens of Pennsylvania municipalities and citizens groups in matters before Governing Bodies, Zoning Hearing Boards, and the Chester County Court of Common Pleas.

Awards

- Pike County PA Conservation District
  Environmental Protection Award for Delaware Township Comprehensive Plan (2007)
- University of Pennsylvania/Landscape Architecture and Regional Planning
  Faculty Medal for High Academic Record (1986)
- Trinity College
  S&S Prize for Environmental Action (1981)

Teaching - Conferences, workshops, student lectures, juries

- Fresh Coast Guardians Resource Center, Milwaukee WI – Green Infrastructure (2019)
- Green Valleys Watershed Association - PA Environmental Advisory Council Workshop (2017)
- Green Valleys Watershed Association - Green Design Saves Green Conference (2016)
- West Chester University, Department of Planning and Geography Guest Lecture (2004)
- University of Pennsylvania, Department of Landscape Architecture Guest Lecture/Field Study (2002)
- University of Pennsylvania, ASLA Graduate Student Award Juries (2019, 2021-2022)
- Temple University, ASLA Graduate and Undergraduate Student Award Juries (2012-2018, 2020-2023)

LINN ARCHITECTS
1140 N. PROVIDENCE ROAD - MEDIA, PENNSYLVANIA 19063
(P) 610.566.7044 - (F) 610.566.3258 - LinnArchitects.com

CONFLICTS

In response to the question, neither Linn Architects, nor any of the other Team Members have any existing or potential legal or other policy conflicts of interest, or which reasonably might arise, because of our work with the Township.

We also do not have any clients we currently represent that could cause a conflict of interest with our responsibility to Abington Township.

Respectfully submitted,



Robert H. Linn, AIA
Registered Architect
Principal - Linn Architects

RHL/dr

SERVICES AND FEES

We will provide the following services for this project:

1. Pre-Design Evaluation (Feasibility Study)
2. Schematic Design
3. Design Development
4. Contract Documents
5. Bidding/award
6. Construction Administration

We further acknowledge we will include the “Detail/Phases” of services listed as Items 1 through 7 on Pages 2, 3, 4, and 5 of the RFP

Our fees follows:

PROFESSIONAL FEES
GROVE HOUSE RENOVATIONS

Programming, Design, and Documentation Up Through Completion of Bid Documents

Building

- Architecture/Team Leadership $14,500
- Structural Engineering $3,000
- MEP Engineering $5,600

Building Subtotal $23,100

Site

- Limited Site Survey $2,000
- Civil Engineering $2,500
- Land Planning/Landscape Architect $3,000*

Site Subtotal $7,500

Project Total Up through Completion of Bid Documents $30,600

Bidding Phase

- Architecture $2,500
- MEP Engineering $2,300

Bidding Phase $4,800

Construction Administration Phase

- Architecture/Project Management $6,500
- MEP Engineering $1,300
- Landscape Architecture $700*

Construction Administration Phase $8,500

PROJECT TOTAL $43,900*

Reimbursables

- Travel, reproduction costs - time and material basis not-to-exceed $1,000.

*Note: If Landscape Architecture services are not required Deduct $3,700.



TAB 3

EXCLUSIONS AND CLARIFICATIONS

CLARIFICATIONS

1) We will include an Order of Magnitude Construction Cost Projection. As a part of each phase, as indicated in the RFP. The format will be similar to the attached example for a current project for renovations to the Swarthmore Borough Police Department. That identifies component costs but does not distinguish labor from materials.

2) For the Construction Administration Phase of the project, we have included the following number of site visits:

- Architects - 12 Visits
- MEP Engineers - 3 Visits
- Landscape Architect - 1 Visit

3) We have included stabilization of any required structural components, but do not anticipate leveling any floors.

4) We do not anticipate use of the third floor, aside from storage (only one current exit).

5) We have not included any additional stormwater design for the site, or the project being classified as a “Land Development”.

6) We have not included the identification of any hazardous materials in the building or on the site (We did observe the presence of a ground water monitoring well but not know the status or the vintage).

LINN ARCHITECTS
1140 N. PROVIDENCE ROAD - MEDIA, PENNSYLVANIA 19063
(P) 610.566.7044 - (F) 610.566.3258 - LinnArchitects.com

ESTIMATE OF PROBABLE COSTS
PROPOSED RENOVATIONS
SWARTHMORE BOROUGH
POLICE DEPARTMENTS
5/14/2024

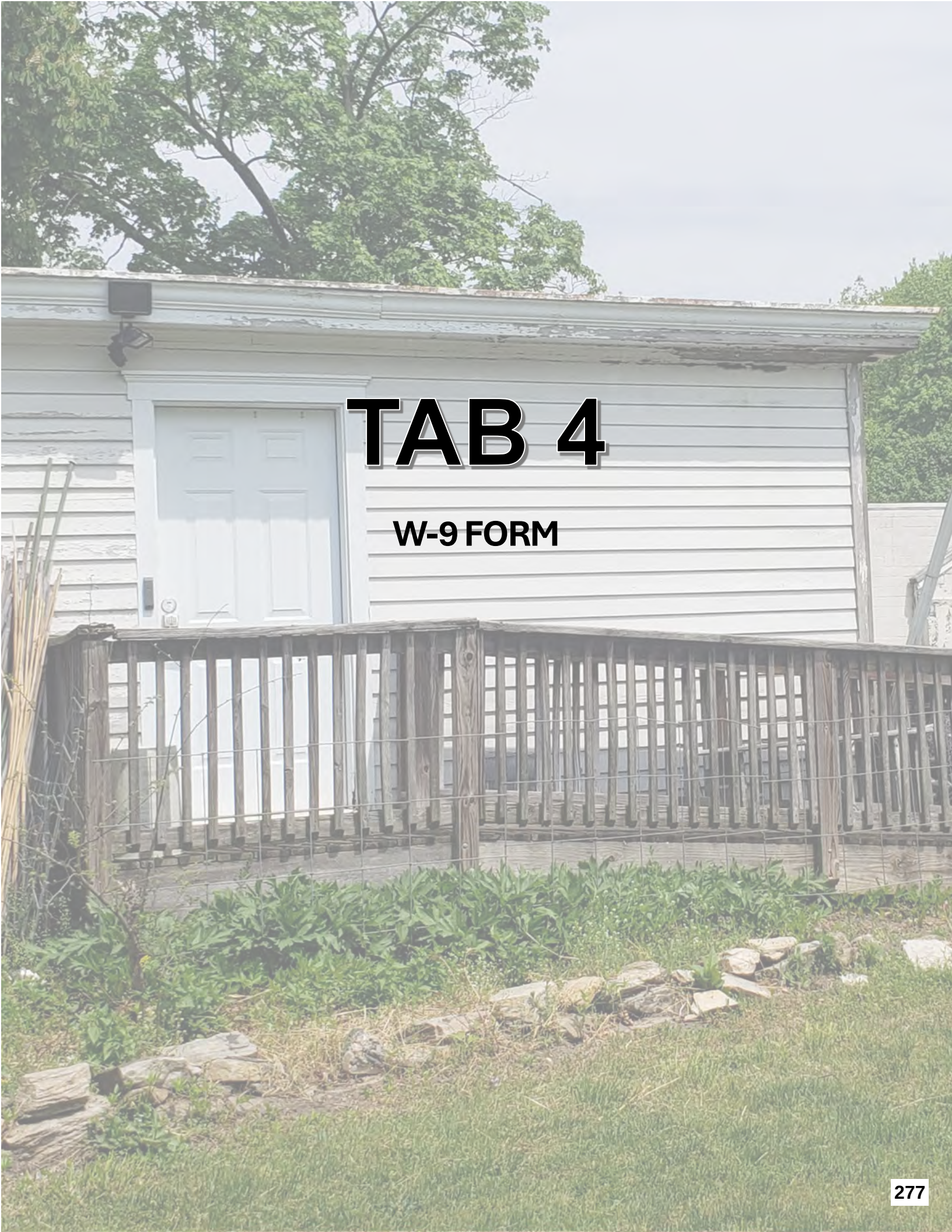
SAMPLE

Task	Price
Demolition and Disposal	$12,000
Facility Protection for demolition	$5,000
New Frame Walls	$12,000
Doors, Frames, Hardware	$10,000
Acoustical Tile Ceilings	$5,000
Cabinets and Counters	$4,000
Painting	$5,000
Floor Coverings/Base	$6,000
Toilet Accessories (Installed)	$3,000
Plumbing (Including Piping and Floor Slab)	
Three (3) New Toilet and Sinks	$45,000
New Shower	$5,000
New Sink	$3,000
HVAC Modifications	$6,000
Sprinkler Head Adjustment	$9,000
Electrical - Power and Lighting/Panel	$10,000
Appliances	$2,000
Lockers	$22,000
Subtotal	$164,000
25% GC Overhead and Profit	$41,000
5% Contingency	$8,200
Subtotal	$213,200
Architecture and Engineering	$25,250
TOTAL PROJECT COSTS	**$238,450**

Not Included
Any hazardous material remediation (If encountered)
Window blinds

Respectfully submitted,

Robert H. Linn, AIA
Registered Architect
Principal - Linn Architects



TAB 4

W-9 FORM

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

ROBERT H. LINN

2 Business name/disregarded entity name, if different from above

LINN ARCHITECTS

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☑ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

1140 NORTH PROVIDENCE ROAD

Requester's name and address (optional)

6 City, state, and ZIP code

MEDIA, PA 19063

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

2	3	–	2	2	5	1	8	9	9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** ▶ Busta O'Hagan | **Date** ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*



TAB 5

ADDITIONAL INFORMATION

1) **CODE EXPERIENCE**

Linn Architects has several State Certified Code Officials on Staff, and we serve in various capacities as the Third-Party Code Officials in (14) of these municipalities, further enhancing our credibility and understanding of the UCC Code Series adopted by the State of Pennsylvania. Of particular importance is our knowledge of the critical accessibility codes.

2) **MUNICIPAL GRANTS**

With the significant number of municipal projects we have worked on, including multiple ones under CDBG Grants and RACP Grants, we have a solid understanding of the Bidding, Procurement, Contract award, and Wage Requirements for municipal projects.

3) **CONSTRUCTION ADMINISTRATION EXPERIENCE**

In addition to the Linn Architects Firm of Architects, Civil Engineers, and Code Officials, we also have a 30-year old parallel Construction Management Company of which Robert Linn is the President. As such we are far more in touch with the construction industry than many "design only firms." As such we understand approach, means and method scheduling, conflict resolution, pricing, and project close-out, far better than most. Furthermore, as Pennsylvania State Certified Code Officials we have the advantage of reviewing construction projects in the field on a significant number of projects by multiple Design Firms every year, keeping us in touch with what really transpires on a construction site.

4) **SCOPE OF WORK AND BUDGET**

It is critical to develop a valid scope of work, and this is not done simply by accepting a clients list of programmatic needs. That list needs to be further refined to include "must have" and "nice to have' items. The next tool is to make sure a project doesn't develop 'scope creep", and that is accomplished by designating a select group of contact individuals who have the only authority to speak on behalf of the client.

5) **REDUCTION OF CHANGE ORDERS**

Particularly on a renovation a thorough investigation of existing conditions is a key. A well-coordinated initial design is the second step toward reducing Change Orders. The details of a design must also be truly "constructable" in order to avoid Change Orders requests.

Following that, an often-overlooked tool is a thorough review of shop drawings which present a second opportunity for quality control and coordination.

Finally, developing a relationship with the contractor is a key to open dialogue, resulting in the opportunity to discuss a possible different approach toward eliminating a Change Order.

6) Linn Architects with a staff size of two dozen people and annual fee revenues of under $4 Million and as such is classified as a Small Business Enterprise.



TAB 6

REPRESENTATIONS

REPRESENTATIONS OF RESPONDENT

By submitting a proposal, each Respondent certifies that:

A) The Respondent's proposal is genuine and is not made in the interest of, or on behalf of, an undisclosed person, firm, or corporation;

B) The Respondent has not directly or indirectly induced or solicited any other Respondent(s) to put in a false proposal;

C) The Respondent has not solicited or induced any other person, firm, or corporation to refrain or abstain from proposing a proposal; and

D) The Respondent has not sought by collusion to obtain for itself any advantage over any other Respondent(s) or over the Township.

The Respondent, by submitting this proposal hereunder, certifies, to the best of his or her knowledge and belief, that:

A) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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.

B) 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.

C) The applicant or its' principals certify that they have never been debarred or suspended by the Federal Government and the applicant is not the successor organization to one that was.

Respectfully submitted,



Robert H. Linn, AIA
Registered Architect
Principal - Linn Architects
Project Team Leader

RHL/dr

Department of Community Development

Kimberly Hamm, Director

Abington Township

Grove House Design Proposal Scoring Rubric

Organization Name	Seiler + Drury Architecture
Total Project Cost	$72,700
Has the Township received:	
Cover Letter	✓
Proposal	✓
Exclusions & Additional Services	✓
W-9 Form	✓
Additional Information	✓
Representations of Respondent	✓
Scored criteria (0 lowest – 5 highest)	
Qualifications, certifications, and previous experience	5
Cost of Services	3
Capacity to complete	5
MBE, WBE, or SERB designations	0
Total Points	13

Notes:
Property walk-through conducted April 2024
Strong understanding of project intent.

Proposal Response for Architectural Design Services for the Grove House in the Township of Abington

Submitted By:
Seiler+Drury Architecture - EIN # 23-2998929
May 24, 2024





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SEILER + DRURY
ARCHITECTURE

22 May 2024

Township of Abington
Department of Community Development
1176 Old York Road
Abington, PA 19001
Attn: Ms. Kimberly Hamm- Director

RE: Proposal for Architectural Design Services
Grove House
1383 Easton Road -Roslyn, PA

Dear Ms. Hamm,

Seiler+Drury Architecture, in collaboration with a comprehensive consultant team, are pleased to present this proposal to the Township of Abington for professional A/E services to rehabilitate and renovate the Grove House located at 1383 Easton Road in Roslyn, PA. The requested renovations and rehabilitation will be engaging project, and we welcome the opportunity to work with the Township, its Commissioners, and relevant project stakeholders towards achieving its overall project goals and objectives.

For this project, we have assembled a highly-qualified, professional team experienced in project management, planning, design, and documentation of facility improvement strategies and renovations to existing buildings in a both a restoration and preservation capacity. With our team's additional extensive experience working with buildings and structures that are listed on the National Register, our team is well-balanced and fully capable to successfully deliver the necessary programmatic and building improvement strategies as defined in the project RFP.

Seiler+Drury Architecture, based in Norristown, will act in the role of Prime Professional and Lead Consultant of our comprehensive project team. As an architectural and planning firm with a wide array of experience developing existing building renovations, expansions, and adaptive reuse projects, Seiler+Drury Architecture has repeatedly assisted its clients in coordinating creative project solutions while delivering final results that maintain strict project development budgets. We specifically consider working with municipal entities to be one of our greatest strengths which is evidenced by not only our work on over (100) one hundred independent projects for local, state, and federal entities over the past ten years, but also in our recent experience with a number of regional municipal institutions including the County of Montgomery, the cities of Reading and Philadelphia, the Townships of Plymouth, Springfield, and Whitpain, and the Boroughs and Municipalities of Conshohocken, Malvern, and Norristown.

Our engineering and consulting design partners for this endeavor include other regionally-based professional organizations that are also certified women and minority-owned businesses (WBE/MBE). We have worked with each on past projects for public institutions and government authorities, and we feel we have included the qualifications of professional consultants to address a wide range of potential project issues which may arise

during the course of project development and provide the necessary expertise to fully address potential project considerations.

Presently, we are working on very similar projects for the County of Montgomery and Whitpain Township respectively. For the County, we are providing targeted renovations to the Getty Cottage within the Norristown Farm Park. This was a former residence that was updated to be utilized as a Park office. Primary project responsibilities include providing an ADA accessible entry from nearby parking and installing an ADA restroom. For Whitpain Township, we are upgrading the Olsen House at Wentz Run Park. Similar to the Grove Park, this property came with several existing buildings. Our office coordinated the renovation plan to assist the Township in permitting the reuse of the former residence in a business capacity for local state representative Liz Hanbridge.

As stated previously, Seiler +Drury Architecture has completed a number of projects for regional and area government and municipal agencies. Many of the smaller projects we have completed for these organizations have utilized public funding sources such as DCED, CDBG, RACP, and Keystone Preservation grant resources. Having these past experiences, our office is familiar with the capital improvement protocols, administrative requirements, and project coordination policies that are needed on these types of projects. Our most recent CDBG projects were with the following Township and Municipal agencies:

Hatboro Library - Presently underway - new ADA main entry enclosure
Selma Mansion -Exterior stabilization for Norristown Municipality
Norristown Historic Facade Program -Coordinate/steward facade improvement grant recipients.
Jenkintown Library - Interior improvements

Attached please find our detailed proposal response that describes our qualifications for this particular project, our experience on similar grant funded endeavors, and an outline of our team's past experience and qualifications on prior similar projects. If you have any questions about our qualifications or our proposal submission, please feel free to contact us. We are honored to be included in your search for professional service assistance and thank you for the opportunity to present our qualifications for this particular project. We look forward to discussing the Township's expectations and goals regarding this project in greater detail.

Sincerely,

Douglas E. Seiler, AIA LEED AP
Principal
e: dseiler@sdarc.com

Michael J. Drury, AIA
Principal
e: mdrury@sdarc.com

Section I :
Lead Consultant and Project Team

LEAD CONSULTANT PROFILE



New Library Facility Development
Spring City Library
Spring City, PA

SEILER + DRURY ARCHITECTURE, PC

Architects / Project Managers / Planners

ADDRESS / WEB

420 DeKalb Street
Norristown, PA 19401
sdarc.com

PRIMARY CONTACT

Douglas E. Seiler AIA LEED AP
e: dseiler@sdarc.com t: 610.272.4809

PRINCIPALS

Douglas E. Seiler AIA LEED AP
Michael J. Drury AIA

BUSINESS INFORMATION

Professional Corporation
Commonwealth of PA 1999
EIN: 23-2998929

STAFF BREAKDOWN

Registered Architects	4
Staff Designers	4
Administrative Staff	2
Total Staff	*10*

Firm Overview

Providing the highest quality in professional service and design collaboration since 1998, Seiler+Drury Architecture is an architectural and planning firm based in the historic district of Norristown, PA. Possessing a wide range of experience in a variety of project types and scales and accompanied by a portfolio including involvement in award winning design, Seiler+Drury is committed to achieving design excellence through a process of integrating programmatic needs with intuitive planning. Clients of the firm can anticipate a cooperative approach to design as well as personal attentiveness from the firm's principals and senior staff.

Core Disciplines

Seiler+Drury has experience on a wide array of project types and scales and can provide professional services towards the following core disciplines:

- Building Design
- Planning
- Preservation
- Sustainable Design
- Adaptive Reuse

PROJECT TEAM

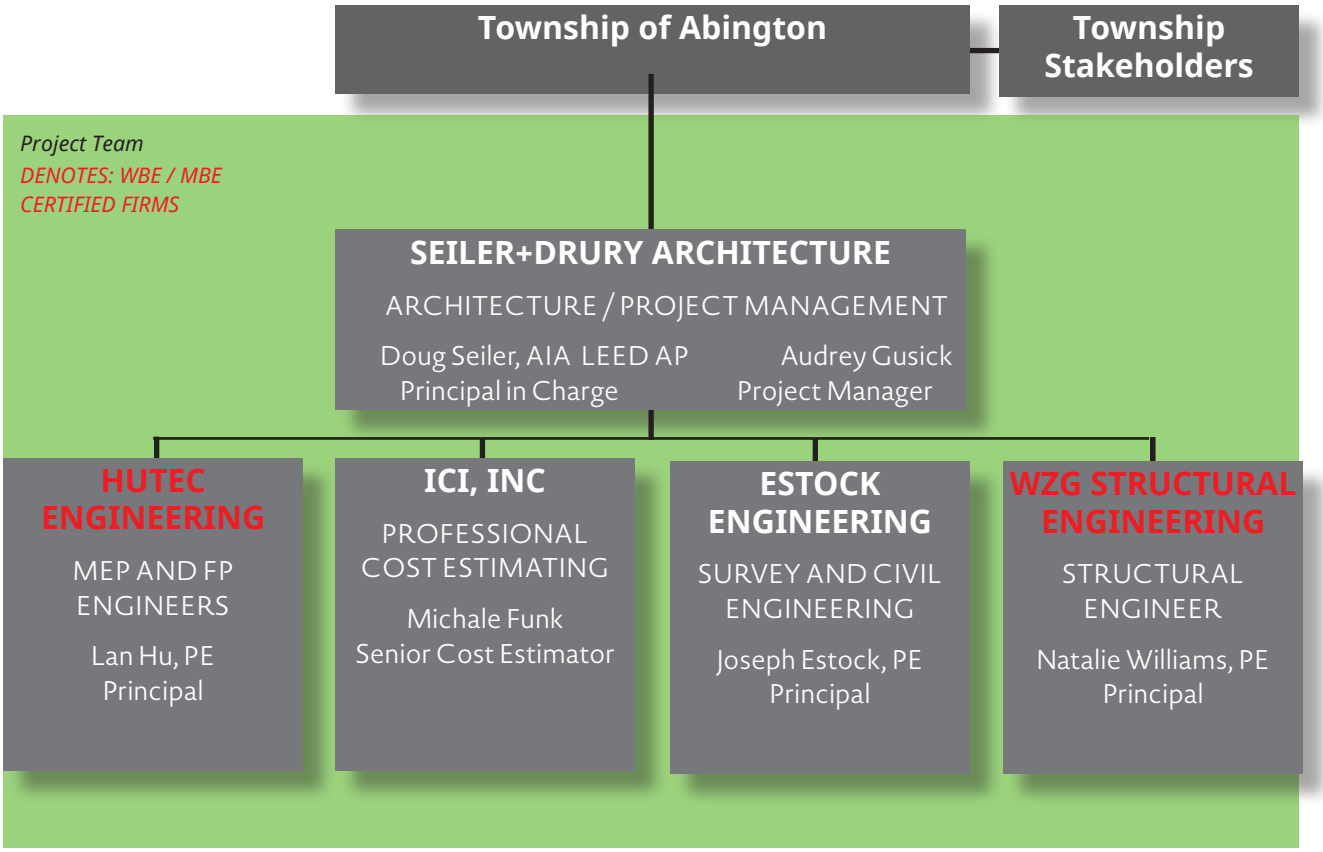


Proposed New Visitor and Educational Center
Green Lane Park Montgomery County
Green Lane, PA

We have assembled a A/E team that will best respond to the objectives defined in the RFP. Team members will fulfill specific roles throughout the project's duration, and will assist in answering the major improvement considerations associated with building renovation. Our aim will be to work with Township staff and stakeholders on defining design objectives to deliver a facility that achieves the Township's programmatic requirements and budget.

- **Seiler+Drury Architecture: Prime Consultant / Architects / Project Managers**
  SDA will coordinate the management of our A/E Team and provide collaboration between our team and the Township's representatives. Our primary role will be to provide architectural services and lead the project development process which will include coordination of all documentation development and administration.
- **Hutec Engineering: Mechanical, Electrical, Plumbing and Fire Protection Engineering (MBE-certified)**
  Hutec Engineering will provide MEP engineering related to building system improvements as part the building renovation strategy.
- **ICI, Inc: Professional Cost Estimating**
  ICI is a professional cost estimating and construction development organization. For this project they will assist the project team with coordinating improvement cost estimates and track project cost conformance.
- **WZG Consulting Engineers: Structural Engineering (WBE-certified)**
  WZG will provide structural engineering as deemed necessary relative to building renovations.
- **Estock Engineering: Civil Engineering**
  Estock Engineering will provide survey and civil engineering as deemed necessary relative to improvements.

ORGANIZATIONAL CHART



KEY PERSONNEL RESUMES



EDUCATION
Master of Architecture
University of Pennsylvania

B.S., Architecture
Clemson University

REGISTRATIONS
PA, DE, CT, MD, DC

EXPERIENCE
38 Total, 22 with SD

Douglas Seiler, AIA, LEED AP

Seiler + Drury Architecture
Principal-in-Charge

Doug is the founding Principal of Seiler+Drury and has amassed over thirty years of prior experience with Seiler+Drury Architecture and other notable firms in New York, New Hampshire, and Pennsylvania. As principal of his own firm, Doug strives for design excellence while focusing on and addressing clients' overall project goals. Doug excels at building stakeholder relationships, and works diligently with all involved to parties to arrive at solutions without sacrificing project quality.

As a LEED Accredited Professional, Doug endeavors to incorporate sustainable design principles and technologies in all firm projects. An active member of community non-profit organizations, Doug takes a great interest championing sustainability, historic sensitivity, and adaptive reuse in the firm's local community.

- **Camden County Environmental Center -Cherry Hill, NJ**
  Design Principal for the renovation and 5,000 sf expansion of the existing County Parks building and its interconnection to the existing Cooper River Trail. The building expansion provides the County with a new Environmental Awareness Center that received a LEED-NC Silver certification from the USGBC. Completed 2013.
- **Nature Center at Harriet Wetherill Park -Plymouth, PA**
  Principal and lead designer overseeing the renovation to convert a former barn into a new Township Education and Nature Center Recent Phase Completed 2016
- **Montgomery County Emergency Operations Center -Eagleville, PA**
  Principal and lead designer on the renovation and expansion of the existing county public safety facility and campus. Completed 2008
- **Montgomery County Fire Training Facility Expansion - Conshohocken**
  Principal overseeing the initial feasibility study and final plan that sought to rehabilitate the existing structure and provide a new high rise training structure to address larger fire and rescue training needs as growth in the County increases. Completed 2007
- **Montgomery County Voting Machine Warehouse -Norristown, PA**
  Principal for the renovation and 10,000 sf expansion of the existing County Warehouse facility to a modernized 35,000 sf facility. Estimated Completion 2018.
- **Malvern Borough Hall Expansion — Malvern, PA**
  Principal and lead designer for the renovation, expansion, and modernization to the existing Borough hall facility that comprised of the Malvern Library, Malvern Administration, and Malvern Police Facility. Completed 2006.



EDUCATION

MS in Historic Preservation
Thomas Jefferson University

Bach. of Architecture
Arizona University

EXPERIENCE

9 Total, 4 with SD

Audrey Gusick

Seiler + Drury Architecture
Project Manager / Preservation Specialist

Audrey has been with Seiler+Drury since 2020 and holds the position of Staff Designer. Since starting at Seiler+Drury, Audrey has been an active participant in a wide array of our projects. She assists each Project Manager with documentation support, and has excelled at coordinating final finishes and colors for our interior design projects. Trained in AutoCAD, Revit, and Sketchup, Audrey prepares many of our firm's 3D visualization studies including massing models and final project renderings. Presently, Audrey has been gaining project experience on institutional and corporate projects.

While with Seiler+Drury, Audrey completed her Master of Science in Historic Preservation at Thomas Jefferson University. Since completing her degree, our office has had her steward a majority of our historic preservation and adaptive reuse projects. Presently she is working with the Rose Valley Centennial Foundation on organizing their master plan as part of their recently received Keystone Grant

- **Restoration to the Thunderbird Lodge - Rose Valley, PA**
- **Revitalization of Founder's Hall at Girard College -Philadelphia, PA**
- **Renovation of Christ Ascension Lutheran Church -Philadelphia, PA**
- **Renovation of 27 E. Mt Airy for Merakey - Philadelphia, PA**
- **Restoration/ Renovation for Penn Terminals -Eddystone, PA**
- **Renovation to 610 Old Lancaster Road -Haverford, PA**
- **Renovation of 2200 Locust Street -Philadelphia, PA**
- **Citylife Neighborhood Health Centers -Philadelphia, PA**
- **Renovation to Philadelphia PD Major Crimes Unit -Philadelphia, PA**
- **Building Upgrades to the Whitpain Tavern - Blue Bell, PA**
- **New Micro Hotel at Normandy Farms - Blue Bell, PA**



EDUCATION
Master of Architecture
University of Pennsylvania
B.S., Architecture
Pennsylvania State University

REGISTRATIONS
NJ

EXPERIENCE
27 Total, 22 with SD

Michael Drury, AIA

Seiler + Drury Architecture
Administrative Principal

Mike is a Principal of Seiler+Drury and has worked extensively on a wide array of adaptive reuse, historic preservation, and urban design projects. Focusing on developing contextual relationships between buildings, people and environments in his architectural design and planning solutions, Mike endeavors to achieve all client project aspirations and goals.

As administrative principal, Mike has extensive knowledge of the administrative needs of public institutions, agencies, and municipalities and can provide clientele with a single point of contact for addressing project administration issues. Some of Mike's primary responsibilities include preparation of project proposals, professional service cost estimates, and coordination of professional contracts and services.

- **Spring City Free Public Library -Spring City, PA**
  Design Principal in charge of planning, design, and eventual development of a new 4,000 sf community library facility. Completed 2014
- **Chester Springs Library -Chester Springs Township, PA**
  Design Principal for the investigation and coordination of the initial assessment study to evaluate the relocation of the existing library into an historic building in Yellow Springs, Chester County. Completed 2016
- **Black Horse Inn Rehabilitation and Adaptive Reuse Study -Flourtown, PA**
  Principal in charge of the rehabilitation and adaptive reuse plan for the historic Black Horse Inn. Responsibilities include coordinating and developing a reuse strategy and a real estate market analysis for the Township-owned and restored artifact. Completed 2009.
- **New Public Works Campus -Trenton, NJ**
  Principal and Project Manager for the programming and feasibility study for the new Consolidated Public Works building to house the Solid Waste, Public Property, Streets, and Traffic & Transportation Departments Completed 2008
- **Malvern Borough Hall and Library Expansion -Malvern, PA**
  Project Manager overseeing the renovation, rehabilitation, and expansion of the existing Borough Hall facility including new Administrative, Library, and Police Department spaces. Completed 2007.
- **Historic Montgomery County Prison Adaptive Reuse Study -Norristown, PA**
  Project Manager for the development of the comprehensive adaptive reuse and recommendation report on the former County Prison facility. Completed 2005.

HUTEC ENGINEERING INC.
304 Master ST, 1st Floor, Philadelphia, PA 19122 T 267-800-3540 HUTEC.ENG@GMAIL.COM

LAN HU, P.E., LEED AP
Principle

YEARS OF EXPERIENCE: 25+

EDUCATION:
M.S., Temple University
B.S., Xi'an Jiaotong University, P.R.China

REGISTRATION: Ms. Hu is Professional Engineer in: PA, NJ, OH

EXPERIENCE:

Lan started her career as a mechanical engineer in 1993. She worked as a project engineer and project manager for various types of buildings and facilities before she started her own MEP firm in 2010. With decades of design and management experience, Lan now oversees Hutec's daily operations with a passion for excellent engineering design that prioritizes both the client's expectations and the benefit of the project's occupants and community.

Through years of hands-on experience in Mechanical, Electrical and Plumbing (MEP) design and construction management, Lan approaches projects though a collaborative and multidisciplinary lens. When developing a project, she hopes to achieve both design efficiency and installation practicality. Lan is also motivated to apply her design and management skills to achieve smart, energy-efficient and sustainable buildings.

HUTEC ENGINEERING INC.
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JOHN LIN, PH.D. P.E.
Management Director

YEARS OF EXPERIENCE: 20+

EDUCATION:
Ph.D., Drexel University
M.S. and B.S., Xi'an Jiaotong University, P.R.China

REGISTRATION: Dr. Lin is Professional Engineer in: PA

EXPERIENCE:

Dr. Lin started his career as project engineer for data center mechanical system design. With a strong academic background and over two decades of proficiency in mechanical engineering, Dr. Lin has always been a creative problem-solver and is adaptable in the face of ever-evolving technologies and expectations.

Dr. Lin has a diverse range of engineering experience, including residential and commercial facilities, data centers, refineries, and fossil & nuclear power plants. Dr. Lin is well-versed in energy efficient systems and integrating sustainability goals.

HUTEC ENGINEERING INC.
304 Master ST, 1st Floor, Philadelphia, PA 19122 T 267-800-3540 HUTEC.ENG@GMAIL.COM

JAMES LUPA, P.E., LEED AP
Senior Electrical Engineer

YEARS OF EXPERIENCE: 30+

EDUCATION:
B.S., Northeast University

REGISTRATION: Mr. Lupa is Professional Engineer in: PA, MA

EXPERIENCE:

James is a licensed Professional Electrical Engineer with over 30 years of diversified consulting engineer experience gained on various municipal, institutional, governmental, commercial, educational and health care projects.

He has a comprehensive knowledge and application of industry codes and standards obtained while working at MEP design consultant companies. This experience provided a thorough knowledge of the design, construction, and modification of building systems and power distribution for residential, commercial and institutional facilities. During this time, he performed a diverse selection of professional responsibilities, including various aspects of design, installation, training, as well as project management.

MICHAEL C. FUNK / *President*

Areas of Expertise

Cost Estimating
Life-Cycle Cost Analysis
Value Engineering
Change Order Review and Negotiation
Claims Preparation and Expert Witness Testimony

- 35 years of experience in the development of budgetary, schematic, design development and construction document cost estimates.
- Coordinator of all in-house cost consulting assignments.
- Extensive background in value engineering and life-cycle cost analysis for projects implemented by private building owners as well as public agencies.

Representative Experience

Senior Cost Estimator for multiple construction projects for Yale University, such as the comprehensive renovations to ***Calhoun College***, the new construction of the ***Sculpture School Building*** and the ***Silliman College, Van Shef*** academic conversion.

Senior Cost Estimator for the demolition and reconstruction of ***Abraham Lincoln High School*** for the School District of Philadelphia, and the new laboratory and classroom buildings at the University of Pennsylvania ***School of Veterinary Medicine*** in Philadelphia, Pennsylvania, along with numerous projects at the ***New Bolton Campus*** in Newtown, Pennsylvania.

Senior Cost Estimator for the new 480,000 SF ***Temple University Health System Medical School***, in Philadelphia, Pennsylvania and for the 430,000 SF ***Bayhealth Medical Center***, Kent Campus, in Dover, Delaware, which included Emergency Department, Radiology, Central Plant Upgrades, Conference Center, Parking and Site Development.

Senior Cost Estimator for the extensive façade repairs to the ***US Custom House***, and for virtually every facility within ***Independence National Historical Park***, including ***Independence Hall***, in Philadelphia, Pennsylvania.

Professional Positions

1979 - Present International Consultants, Inc.
Senior Estimator/President

1977 - 1979 American Medical Affiliates

Memberships/Associations

American Association of Cost Engineers
Community Design Collaborative

National Trust for Historic Preservations
Preservation Alliance of Greater Philadelphia
Project Management Institute

Education

1977: B.S. Construction Management, Spring Garden College
1975: A.S. Construction Engineering, Spring Garden College

221 CHESTNUT STREET, SUITE 200
PHILADELPHIA, PA 19106
TEL 215-923-8888
FAX 215-592-8989
E-MAIL info@iciconst.com

ABOUT US

Founded in 1992, Joseph M. Estock has provided a personal relationship with clients looking for a smaller firm. We offer clients competitive rates while still providing a broad range of professional services. We are backed by a strong, technical education background with decades of experience in the civil engineering and land surveying professions.

JOSEPH M. ESTOCK, PE, PLS



EDUCATION

Bachelor of Civil Engineering, Magna Cum Laude, 1983
Villanova University, Villanova, Pennsylvania

Master of Civil Engineering, Magna Cum Laude, 1986
Water Resources Engineering
Villanova University, Villanova, Pennsylvania

REGISTRATIONS

Registered Professional Engineer
Commonwealth of Pennsylvania, 1988

Registered Professional Engineer
State of Delaware, 1989

Registered Professional Land Surveyor
Commonwealth of Pennsylvania, 1994

Natalie E. Bird, PE



Education
Bachelors of Architectural Engineering
The Pennsylvania State University

Masters of Architectural Engineering
The Pennsylvania State University

Registrations
Delaware
Florida
Maryland
New Jersey
New York
Pennsylvania

Principal - Structural Project Manager

Natalie is the President and founder of WZG. She has over eighteen years of experience as a structural engineer and has brought with her a wealth of experience in a large variety of building types and uses. Natalie's ability to develop solutions to complex structural analysis and design problems makes her a valuable team member. Since her graduation from Penn State University, Natalie has worked at two prestigious firms where she developed and improved her skills. Her excellence in engineering continues at WZG and is evident by her ability to produce clear, concise documents for her projects.

Natalie has prepared structural designs for many different projects ranging in size from single story warehouses to health care facilities to high-rise casinos. Serving as project manager for many projects, has given her extensive experience in the design of many building types. She knows the importance of working closely with the architect, mechanical engineers, as well as the equipment planners, to produce structural designs that easily accommodate the complexities building facilities often demand. Natalie has implemented a quality control program for all projects at WZG to insure the best final project is delivered to the client.

Representative Projects:

- Montgomery Park Senior Housing (Phase 1 and 2), Norristown, PA
- Doylestown Pavilion III: Ambulatory Surgery Center, Doylestown, PA
- Children's Hospital of Philadelphia: Various outpatient center renovations, Southeast, PA
- Coatesville VAMC: Building 69 Physical Therapy and Rehabilitation Renovations and Expansion, Coatesville, PA
- North Penn Crawford Stadium Renovations, Towamencin Township, PA
- Methacton School District, Auditorium Renovations to Arcola Intermediate School, Lower Providence, PA
- Albright College, Camp Building Science Research Institute, Reading, PA
- Albright College, Rockland Street Warehouse renovations, Reading, PA
- Lincoln University – Dickey Hall Expansion and Renovations, Lincoln University, PA
- Lincoln University – Azikiwe Nkrumah Hall, Lincoln University, PA
- Melton Center Apartments, West Chester, PA
- Susie Clemens House, Hatfield, PA
- Paxton Place Senior Living, Harrisburg, PA
- South Central Regional Office Building for PA Game Commission, Smithfield Township, PA
- 1 Plymouth, Plymouth Meeting, PA
- 565/575 Swedesford Rd., Wayne, PA
- Pottstown Public Works Building, Pottstown, PA
- Horsham Township Building, Horsham, PA
- Paoli Presbyterian Church, Paoli, PA
- JRNY Church Renovations, Phoenixville, PA

Section II:

Relevant Experience and Example Projects



MUNICIPAL DESIGN EXPERIENCE



New Library Facility Development
Spring City Library
Spring City, PA

Since 2000, Seiler + Drury Architecture has engaged in over one hundred (100) independent projects for regional municipalities, county institutions, and projects utilizing government source funding and/or overseen by a municipal or governmental authority. We have developed existing condition assessment reports, feasibility and planning studies, and have performed in the role of architect and project manager for both large and small projects ranging from infrastructure improvements, to building renovations, to new municipal facilities and campuses. Below is a brief listing of our municipal clients with which we have worked:

Government Entities

- County of Montgomery -PA
- County of Mercer -NJ
- County of Camden -NJ
- PA Department of General Services
- US National Archives and Records Administration
- US National Institute of Science and Technology

Townships and Municipalities

- City of Philadelphia
- City of Trenton
- City of Reading
- Norristown Municipality
- Township of Springfield -Montgomery County
- Township of Plymouth -Montgomery County
- Township of Whitpain -Montgomery County
- Township of West Norriton -Montgomery County
- Township of West Pottsgrove -Montgomery County
- Township of Radnor -Delaware County
- Township of Lower Makefield -Bucks County
- Borough of Malvern -Chester County
- Borough of Conshohocken -Montgomery County
- Borough of Rose Valley -Delaware County

Civic and Public Service Entities

- Spring City Library
- Chester Springs Library
- Montgomery County Norristown Public Library

RELEVANT PROJECT EXAMPLES

Recreational and Cultural Facility Experience



Reading Public Library Improvements
City of Reading

Seiler+Drury is recognized regionally for our deep interest and expertise in working with existing buildings and structures. Over (80) eighty percent of our work involves remodeling, adaptive reuse, or renovations. We enjoy the challenge that this type of work presents and have extensive experience in working with not only outdated and outmoded buildings requiring a range of capital improvements, but also on the redevelopment of historic sites including National Historic Landmark structures, buildings listed on the National Register of Historic Places, and contributing artifacts located within historic districts. Below is a brief listing of both the types of recreational and heritage projects that we have worked on.

Types of Park and Recreational Facilities

- Libraries
- Park Buildings and Facilities
- House Museums / House Reuse Conversions
- Fitness Centers / Gymnasiums / Athletic Facilities
- Swimming Pool Facilities
- Community and Assembly Centers
- Park Support / Maintenance and Equipment Storage
- Concession and Refreshment Pavilions
- Wayfinding and Environmental Graphic Systems

Historic and Heritage Experience

We have completed projects seeking historic tax credits and ones needing Section 106 review. We have worked with PHMC and the Philadelphia Historical Commission on many occasions. Our preservation experience includes involvement with:

- (2) National Landmarks
- (17) On or Eligible for the National Register
- (37) Philadelphia Historical Commission
- (5) PHMC Tax Credit Recipients







Township of Springfield: Historic Rehabilitation of the Black Horse Inn

Relevance to Project

- Restoration / Renovation / Adaptive Reuse
- **PHMC Keystone Grant Recipient -National Register Listed**
- National Park Service - Save America's Treasures Recipient
- **Preservation / Secretary of Interior's Standards**

Description

The Black Horse Inn is an historic tavern located on Bethlehem Pike — the historic path between Bethlehem and Philadelphia. The Township owns the historic property, and in coordination with the community and non-profit entities, rehabilitates and restores the existing building to its designated period of significance and adaptively reuse the structure in a new civic manner. Seiler+Drury assisted the Township through coordinating PHMC-approved rehabilitation requirements while defining an appropriate reuse program for the building. Restoration initiatives included the complete replacement of the roof, structural stabilization of the exterior walls and chimneys, new historic stucco on all facades, and rehabilitation of all exterior windows, doors, and porch structure. Interior restoration consisted of all new building systems, and substantial sub-grade work to shore the existing foundation and interior floor framing.

Contact

Mr. Michael Taylor, Mgr. e:mtaylor@springfield-township.org



Borough of Conshohocken: Renovation and Reuse Assessment of the Mary Wood House

Relevance to Project

- Municipal Design / Community Center Facility
- Facility Master Planning
- Interior Design Coordination
- Building Systems and Accessibility Review
- Community Stewardship
- Renovation Alternatives and Budget Development

Description

Working with the Conshohocken Parks and Recreation Department, this project aims to restore and modernize the historic Mary Wood House in Conshohocken. To date, the study includes both an exterior and interior review of existing building conditions, preparation of a building-wide assessment report, and development of a menu of specific improvements that the Borough can install as part of their yearly maintenance building budget. Adaptive reuse considerations include reworking the first floor to provide multi-purpose community spaces, permanent exhibit rooms, and proper restroom facilities to serve the community. Project involved building-wide surveying, monthly meetings with the project Steering Committee, focus interviews with staff and major stakeholders, and presentation of objectives to Borough Council.



Contact

Ms. Stephanie Cecco -Manager e: scecco@conshohockenpa.gov







Plymouth Township: Harriet Wetherill Park Community and Nature Center

Relevance to Project

- **Municipal Design / Recreation Facility**
- **DCNR Funded Project Coordination**
- **Renovation / Restoration**
- **Master Planning / Feasibility Assessment**
- **Multi-prime Contract Coordination**

Description

Utilizing grant monies received from DCNR, this project began as an assessment to review portions of the existing Harriet Wetherill Park in how to best integrate the existing building stock of the former estate within a new community park setting. Working with Township and its stakeholders, Seiler+Drury formally assessed the condition of the existing buildings and develop feasibility reuse alternatives meeting with the Township's Parks Department objectives. Presently, Seiler+Drury is assisting the Township in a multi-phase renovation that will utilize the existing barn as a new Township Nature Center. The Nature Center will offer a rentable program space, ADA compliant restrooms to serve the park as a whole, and provide additional office space for Township Parks Department staff. Services include full A/E documentation for a multi-prime bid environment.

Contact

Ms. Karen Franck -Director e:kfranck@plymouthtownship.org



Norristown Municipality: Rehabilitation of the Selma Mansion





Relevance to Project

- **CDBG Funded Project**
- **Historic Preservation - National Register Eligible**
- **Stabilization Coordination / Utility Upgrades**
- **PHMC Section 106 Review / Historic Structures Report**
- **Secretary of Interior's Standards for Rehabilitation**

Description

The Selma Mansion was built by Revolutionary General Andrew Porter in 1794. He was the General of Artillery for Commander of Armies under General George Washington. Ongoing professional services have been provided over the past ten years including necessary include providing the plans, technical specifications and cost estimates relative to improvements that include the front porch, the cellar entrance, the main house cornice, and the electrical service, as well as improved storm water mitigation around the building's exterior. Utilizing Economic Development funding through Norristown Municipality, our focus continuous to coordinate the development an exterior improvement scope aimed at stabilizing the existing exterior and preventing further weather and water damage. Property is managed by the Norristown Preservation Society.

Contact

Ms. Jayne Musonye -Director e:jmusonye@norristown.org







County of Montgomery: Historic Mill House Restoration

Relevance to Project

- Municipal Design / Recreational / Historic
- Preservation / Renovation
- Building HVAC System Upgrades
- Structural Refurbishment

Description

The Old Mill House is on a former country estate owned by Governor Samuel W. Pennypacker. The building currently functions as the headquarters of the Central Perkiomen Valley Park staff. The house's enclosed porch and adjacent terrace overlook a stream, and since the house is located in a flood plain, have been damaged by severe flooding episodes. A structural analysis and assessment are provided to determine how to replace the completely deteriorated supporting terrace wall. Failed concrete floors of both the enclosed porch and terrace are replaced. Additionally, the current porch enclosure and terrace post and railing system are removed and more historically appropriate designs and materials are installed. All repairs are been made with the preservation of the historical aspect of the house as a prime focus. The porch and terrace are restored for use in hosting group gatherings and receptions.

Contact

Ms. Ella Aderman, e: pennypackermills@montcopa.org



Radnor Township: Rehabilitation and Adaptive Reuse of Fenimore Woods Stable





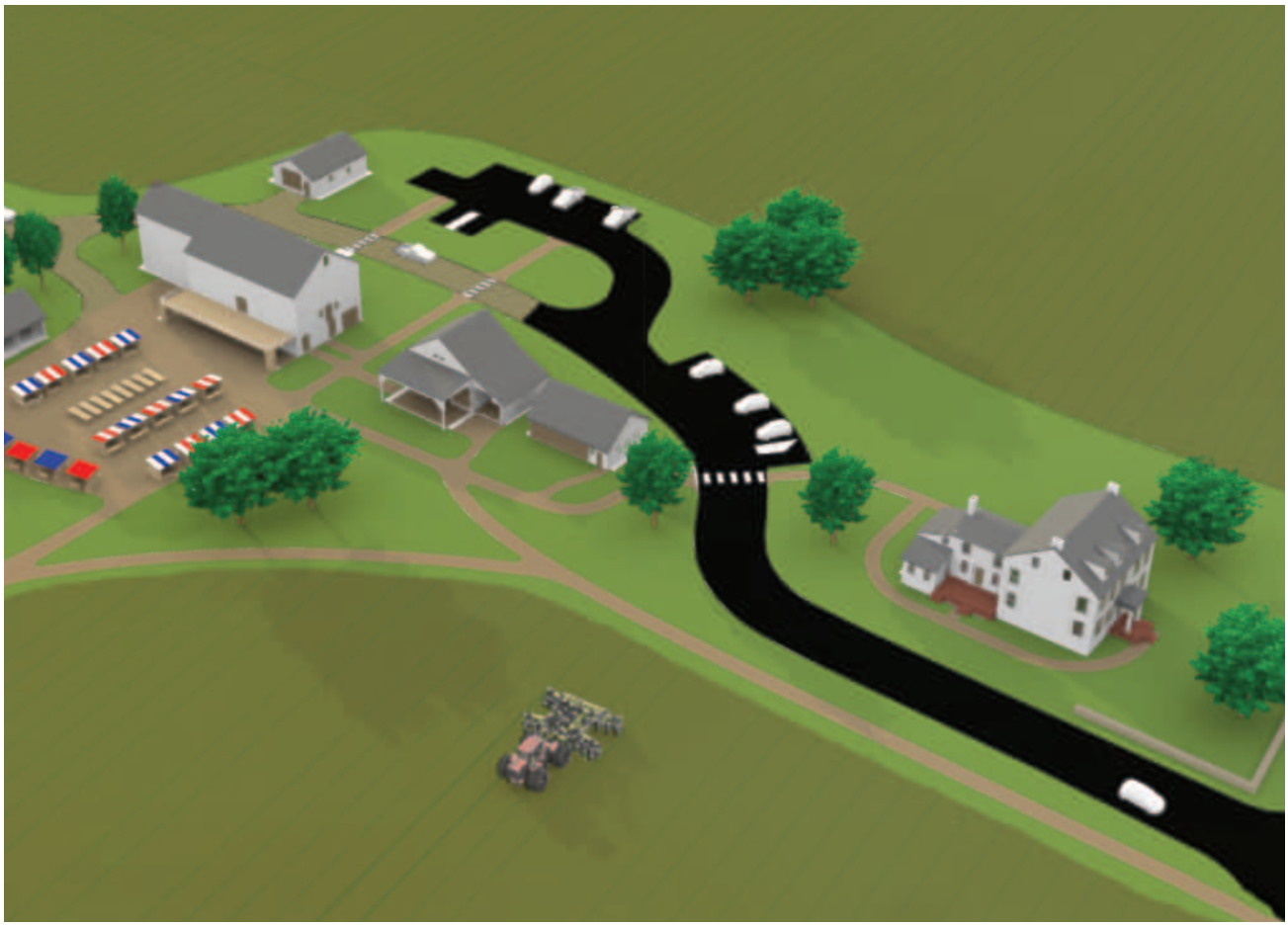
Relevance to Project

- Municipal Design / Recreation Facility
- Rehab / Restoration Master Planning
- ADA Compliance Design
- Building and Parking Planning
- Community Stewardship Services
- Cost Estimates and Budget Development

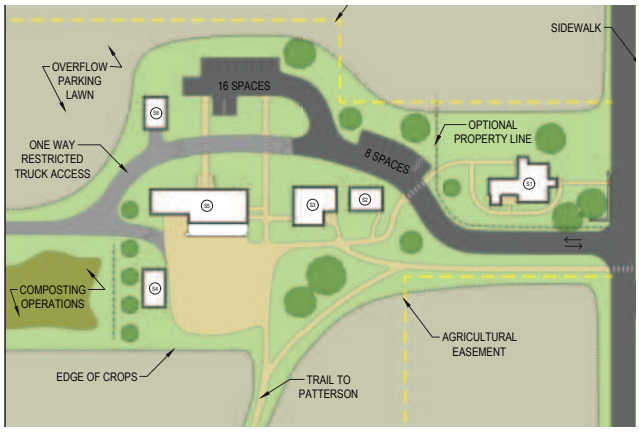
Description

Working with the Radnor Parks and Recreation Department, this project seeks to stabilize and reuse an existing Township historic asset. The former estate was acquired by the Township back in the 1970 / 80's time frame. In this time, the property was converted to a Township park. The main house of the estate was removed, but the former horse stable which was converted into a residence remained. This project seeks to convert this former horse stable and residence into a park asset by installing new ADA compliant restrooms for park users. The building which has been largely vacant since 2010, is to be stabilized and provided with upgraded building services. A new roof and proper perimeter drainage is to be installed, and a portion of the building will be renovated into a make ready state for a future park function.

Contact Ms. Tammy Cohen -Director e:tcohen@radnor.org







Lower Makefield Township: Patterson Farm Preservation and Reuse Master Plan

Relevance to Project

- **Master Planning / Buildings and Landscape**
- **Historic Preservation - National Register Nominated**
- **Existing Condition Assessment -Reuse Evaluation**
- **Adaptive Reuse Market Analysis**
- **Combination Assembly / Business / Community Spaces**

Description

Patterson farm consists of 228 acres of land which is protected as open space by the Bucks County Conservation District. It was purchased by the Township using grant funds in 1998. The land consists of two farmsteads (Patterson and Satterthwaite) which are excellent examples of period vernacular PA farmsteads. The focus of this study was to evaluate all the existing buildings, assess their potential reuse possibilities, and prepare a market analysis plan to address total master plan objectives that would maintain the aesthetics of the buildings and landscape while providing income that would seek long term sustaining of the property and grounds in a historic / heritage site manner. The final plan outlined measures to reuse the existing property and grounds while promoting continued / ongoing agricultural farming, passive recreation through trails and trail support infrastructure, and modest reuse of the buildings for regional cultural institutions.

Contact: Jim Majewski-Director of CD, e: jimm@lmt.org



Montgomery County: Trail Junction Center Site and Building Rehabilitation



Relevance to Project

- **Municipal Design / Recreation Facility**
- **Trail Comfort Station / Flexible Event Use Space**
- Adaptive Reuse and Preservation Planning
- Parks and Community Center Focus
- Current Project Budget: $5 million (building and site)



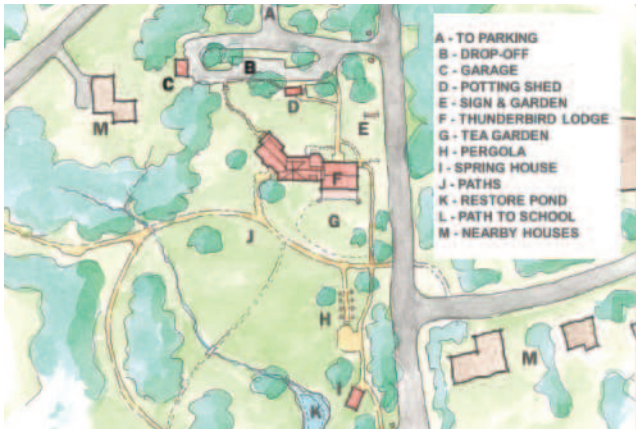
Description

Working with the County's Planning Department and their Bureau of Parks, Trails, and Historic Sites, this project is to restore and rehabilitate a former Norristown freight train depot into the County's new Trail Junction Center. Named for the intersection of the existing Schuylkill River Trail and the recently completed Chester Valley Trail, this fully renovated building will be restored to provide both a trail comfort station with new restrooms and park amenities, a regional park office, and a flexible use space for community and regional pop up activities. The focus of the renovation aims to restore the former train depot and provide new and upgraded utilities to permit its flexible use for a wide array of community functions. Site improvements will provide pockets of spaces for pop-up outdoor entertainment, bicycle racks, and a variety of other park and trail side amenities.

Contact

Ms. Ellen Miramontes - Planner emiramontes@montcopa.org







Rose Valley Centennial Foundation: Thunderbird Lodge Master Plan

Relevance to Project

- **PA Keystone Grant Funded Project**
- **Historic Preservation - National Register Listed**
- **Interior and Exterior Building Upgrades**
- **Adaptive Reuse for Assembly / Community Functions**
- **Secretary of Interior's Standards for Rehabilitation**

Description

Since 2016, Seiler+Drury is contracted to assist the Rose Valley Centennial Foundation coordinate exterior building repairs to the historic Thunderbird Lodge and assess the feasibility to provide interior building improvements to allow for increased use and occupancy. Currently, the property and building functions as a house museum illustrating furniture and other objects from the Arts and Crafts movement in the early 1900's. Master plan objectives strive to increase use by providing modern support amenities such as new ADA compliant bathrooms and interior upgrades to allow for assembly functions and catered parties. As a recent PA Keystone Grant recipient, the Lodge will focus on exterior improvements to the tile roof, exterior woodwork and stucco, and re-building of historic porches and sections of chimney. All work to be completed meeting the Secretary of Interior's Standards.

Contact

Tim Plummer -Board President, e: timswims@erols.com

REFERENCES



Environmental Education Center
County of Camden, NJ

Norristown Municipality
CDBG Projects: Historic Facades / Selma Mansion
Ms. Jayne Musonye
e: jmusonye@norristown.org

County of Montgomery
Trail Junction Center
Ms. Ellen Miramontes, Planning Department
e: emiramontes@montcopa.org

Township of Plymouth
Harriet Wetherill Park
Ms. Karen Franck, Director of Recreation
e: kfranck@plymouthtownship.org

Borough of Conshohocken
Mary Wood Park House
Ms. Stephanie Cecco, Borough Manager
e: scecco@conshohockenpa.gov

Radnor Township
Fenimore Woods Stables
Ms. Tammy Cohen, Recreation Director
e: tcohen@radnor.org

Girard College
Founder's Hall Capital Improvement Project
Ms Sylvia Bastani -Director of Development
e: sbastani@girardcollege.edu

Lower Makefield Township
Patterson Farm Park and Heritage Site
Mr. Dave Kratzer
e: dkratzer@lmt.org

County of Montgomery
Getty Cottage at the Norristown Farm Park
Mr. Ken Shellenberger
e: Kenneth.Shellenberger@montgomerycountypa.gov

Springfield Township
Black Horse Inn
Mr. Michael Taylor
e: mtaylor@springfieldmontco.org

Whitpan Township
Olsen House
Mr. Tom Farzetta -Public Works Director
e: tfarzetta@whitpaintownship.org

Section III:
Project Understanding and Organizational Approach

PROJECT UNDERSTANDING

As discussed in our Cover Letter, we have formulated an A/E team that is experienced in working together on a wide-array of renovation and building improvement projects, has worked for a number of regional municipalities, and has experience in developing both community cultural centers and recreational facilities.

It is our understanding that the aim of this project is to assist the Township in developing a master improvement plan for the building located at the 1383 Easton Road location. At present, the existing site at Grove Park is a small neighborhood dog run park along Sandy Run in the Roslyn section of the Township. In an effort to address the needs of the community, the Township is seeking to renovate the existing building in order to make better use of the existing structure in a community meeting and available Township office capacity.

The existing property consists of the minor trails, open space, a parking area, and the Grove House. It is our understanding that the aim of this project is to upgrade and modernize the house and make it ADA accessible with the aim to reuse the building in more of a community meeting space. The RFP calls for the first floor to provide a flexible community meeting room with multi-media capabilities with common support areas including an ADA accessible restroom. Additionally, the aim is to provide a multi-use office space at the ground floor with appropriate computer and internet access. The balance of the building is projected to be used as office and storage space at the second and third floors respectively with the second floor receiving a new available restroom for building occupants.

As defined in the RFP, the Township is also requesting that building systems be upgraded appropriately for the expanded public use. This would include upgrades to electric, lighting, fire and life safety systems, upgraded HVAC (including air conditioning), and plumbing as warranted by restroom improvements. Site improvements were discussed during our walk through would be limited to improved ADA accessibility in and around the building proper with appropriate ADA connectivity to the existing parking lots. Improvements to the parking lot was discussed although not fully described in the Township RFP. In addition, to these areas of study, it is assumed the general building exterior will need to be addressed in concert with interior improvements. The building will need deferred maintenance repairs to roofs, soffits, building drainage (gutters and downspouts), stucco and wood trim/ siding repair, and exterior finish replacements. These items are assumed to be included / covered as part of the assessment of the condition of the existing building.

Our proposal assumes that these items will be evaluated during Phase One, and that we will provide a list of project priorities to review with the Township to determine the best course of action relative to the available project budget in order to complete requested improvements.

SCOPE OF SERVICES

The following is a brief scope of services that we are prepared to provide in association with this project. Please consider this as a preliminary framework and our firm's guiding principles as it pertains to project stewardship and development.

All professional services will be performed in an expeditions manner consistent with the interests of the Township and of the highest professional quality. The design professional will obtain all necessary sign-offs for the project including and not limited to any government related agencies having jurisdiction, the individual Township using agency for this project, and any work that requires review by other County and Commonwealth agencies as required by the specific project.

For a project of this type, all professional services will be accomplished in a phased manner. Each phase is a critical step in the design and construction process leading to the development of the requested building and site improvements. As each phase is completed, we will continually check for conformance with project milestones and the established project budget. Internal quality (QC/QA) assessments will be prepared by experienced senior staff, who are not actively involved in the overall design.

As the Architect of Record and Project Manager, Seiler+Drury will thoroughly coordinate drawings and specifications of all disciplines during and after each phase. All design work will be performed by Pennsylvania-registered architects and engineers and we will provide services and tasks as defined in the RFP and as noted below. All final documentation will be produced in either AutoCAD or REVIT version 2023. Milestone submissions and agreed upon tangible work products will be limited to 2 sets of printed materials (maximum) and final deliverables and work products will include delivery of all project documentation in digital formats (both pdf and dwg files) for future Township use.

As a matter of professional discourse, all municipal and public projects such as this shall be designed and constructed in a manner that require minimal maintenance and are durable to resist vandalism and generic wear and tear, provide safe and healthy environments that meet and exceed general code requirements, and be designed in a manner that conserves energy and resources.

Not specifically outlined in the RFP, but will be included in this proposal, our office will assume the project will be bid in an multi-prime / prevailing wage format, and therefore all technical specifications must illustrate and accurately define clear scopes of work for each required contract discipline.

The following are the brief descriptions of each phase of professional service as defined in the RFP and an enumeration of task deliverables that will be provided during each phase

Building Assessment | Feasibility Study

To start the project, we aim to work with the Township and its designated improvement committee towards evaluating its RFP objectives, the existing site conditions, and the anticipated project budget. The point of this initial phase is to understand the state of the existing building, the Township's priorities for improvement, and to finalize an appropriate building program and site development approach that meets the need of the community.

As we fully understand the existing condition of the building and site grounds, our work will consist predominantly of identifying the major work scope items that drive cost and make sure these items align with the Township's needs and budget requirements. This will include not only a review of the requested needs, but also how a potential improvement scope of work aligns with how the spaces are impacted with function. Our team will become familiar with the existing buildings and site and finalize the building program with the Township and its anticipated users. The aim is to establish a consensus on how best to meet priorities and translate these ideas into a concept building improvement plan. Once achieved, our next step will be

to establish work scope priorities and outline an overall building improvement capital campaign and likely budget.

Services during this phase will include the following:

- Conduct Kick-Off Meeting with the Township to accomplish the following.
  - Establish a preliminary set of project priorities addressing priority uses, spatial or functional needs, and other requirements
  - Receive available information and data relative to the existing site (prior site assessments, environmental data, etc.)
  - Receive available information on project relevant contacts - approving agencies, primary stakeholders, people of interest.
  - Discuss current program considerations and objectives to tailor services to appropriately respond to the project goals.
  - Establish project schedule and milestones
- Review existing building information, use, and square footages to assess pros and cons programmatic considerations
- Review available utility capacity and state of service to determine of upgrades are necessary.
- Conduct meetings with the Township staff and personnel as warranted to understand needs and objectives
- Conduct focus interviews with key stakeholders to assist in developing the Building Program for facility needs and work space sizes and requirements
- Review existing conditions with specialty consultants to define options given factors impacting proposed improvement goals.
- Provide a comprehensive code review to define those systems that will be required in an upgraded facility of this size and magnitude
- Prepare a building needs assessment outlining, program upgrades, building requirements, code compliance considerations, and maintenance considerations for the existing building
- Conduct meetings with the Township as warranted to review needs assessment data compiled, and to prioritize needs assessment findings.
- Prepare preliminary concept designs (low and medium order of magnitude cost options) based on assessment findings outlining recommendations and work scope projections
- Conduct meetings with the Township as warranted to review assessment data, design options, and to prioritize programmatic findings and budget objectives.
- Review and coordinate design concepts with Township Engineer to understand site considerations relative to initial site design concepts
- Assemble all data into a report format for Public Presentation and stakeholder review. Includes building program data, concept plan illustrations, and Powerpoint slides made ready for public consumption regarding concept improvement plans, building improvement priorities, design objectives, and initial cost projections.
- Attend (1) Commissioner Meeting for formal presentation and review of total building and site recommendations with initial building development budget prognostications.

Schematic Design Phase

With an understanding of the preferred concept design approach and the approved budget, our office will prepare more detailed schematic design to review with the Township and relevant stakeholders to confirm that the defined approach will achieve the stated needs and requirements. Final schematic design will be sufficiently described in order to obtain the first appropriate cost estimate of the work scope described.

- Prepare a site plan as necessary to support future site improvements as warranted by existing conditions
- Update the current schematic design based on budget determinations and work scope projections
- Conduct stakeholder workshop sessions to review major design concepts
- Revise Schematic Design as warranted by Township and stakeholder comments and requirements.
- Finalize into a final schematic design including potential alternatives to maintain designated project budget.
- Prepare preliminary site concept plan for review by the Township Engineer. Identify stormwater site system options if applicable.
- Develop "basis of design and building system narrative" approach relative to all related building systems (civil, mechanical, electrical, plumbing, and fire protection) needs in accordance with approved design and layout.
- Coordinate with Township's Engineer regarding site development requirements, comments on concept plan.
- Prepare and present final schematic design and cost estimate for the Township inclusive of exhibits in order to describe project and acquire the necessary design and budget approval.

Design Development Phase

During the Design Development phase, the overall work scope shall be prioritized, the overall layout of spaces and amenities will be defined, the extent of work scope will be fully determined. Engineering designs from our contract consultants will be finalized during this phase, and from a project management and documentation perspective, material selections and preliminary specifications will be selected and submitted to the Township for review and approval. All final site design and regulatory approvals related to site improvements will be finalized. Any preliminary approvals prior to final permit submissions will be attained from the relevant agencies having jurisdiction. Tangible work products will be of greater detail with final finishes selected and work scopes more fully defined.

- Conduct preliminary approval meetings as necessary with regulatory agencies having jurisdiction over facility site and building development.
- Select anticipated systems / manufacturers as basis of design
- Attend design development meetings with the Township as necessitated by design considerations
- Submit as necessary to the Township's Planning Commission / Township Engineer relative to the extent of site improvement work.
- Review preliminary finish selections and FF&E for facility fit-out with Township
- Coordinate with Township IT, Security, and Communications personnel to define systems to implement and design parameters.
- Verify available utility capacities and coordinate adjustments to services (electric, water, sewer).
- Identify and define likely project alternates and value engineering initiatives in order to keep the overall project design within the project budget
- Develop all documentation for architectural and engineering work scope inclusive of project specifications, project general conditions, and contract requirements for a public bid environment.
- Submit Design Development set for Township review and approval

Construction / Bid Documentation

The Construction Documentation phase consists of the finalization of all the project documentation in order to receive all agency approvals for the necessary project permits as well as to obtain bids for construction from qualified contractors. Final construction documentation

will include measured architectural and engineering drawings and a comprehensive project manual addressing all architectural concerns as well as all site / civil, structural, mechanical, plumbing, fire protection, and electrical engineering required. The final construction documentation package will be a well-designed and fully integrated set of documents with all trades coordinated and sealed by the professionals for final review and acceptance by the Township.

- Develop finish selections for Township approval
- Coordinate with Township Engineer on utility coordination locations, sizes, and anticipated connections.
- Develop, detail, and complete all documentation for all architectural and engineering work scope inclusive of project specifications, project general conditions, and contract requirements
- Attend final project coordination meetings as required by the Township to discuss general conditions and contract requirements
- Coordinate all building systems within project documentation
- Coordinate all sub-consultant documentation and specifications
- Develop and finalize project bid alternates in order to adjust contract relative to available project budget
- Receive all regulatory approvals from Township agencies having jurisdiction over the project
- Finalize all construction documentation and specifications inclusive of all FF&E to be installed/reinstalled, all Township provided items, any items to be developed under a separate independent contract
- Prepare and furnish bidding documents for review and approval by the Township, its legal counsel and other advisors, as appropriate.
- Prepare final COMcheck for relevant building systems to be provided
- Revise documents and specifications as required after completion of Township review.
- Prepare final signed and sealed sets and specifications of construction documents for submission of final construction permits (minimum 4 sets)

Bidding | Procurement

During project Bid, the A/E Team will assist the Township with contractor bidding as outlined in the Township's RFP. The bid set will be prepared to require prevailing wage and the set will be separated into the different project trades for multi-prime contracts as defined by the Township. Our team will assist the Township in preparation of the project for public advertisement, attend a pre-bid conference, and review contractor bids for contract compliance. In addition, we will assist the Township in reviewing final bids and eventual contracts for construction.

- Assist Township in organizing final bid documents
- Attend project pre-bid conference
- Issue addenda to clarify, correct, and change the Bid Documents as appropriate.
- Review and respond to requests for substitutions / approved equals
- Prepare Bid tabulation sheets and assist the Township in evaluating final bids or proposals including coordinating the acceptance of designated project alternates, reviewing final selections with the Township, and assembling and awarding the contract for the Work.
- Assist in preparation of final construction contracts.

Construction Administration

During construction, the A/E Team will continue to be thoroughly involved in the process and perform construction phase services consistent with those outlined within the Township's RFP. In addition, we will attend bi-weekly job meetings with the Township's Representatives and contractors. During the duration of the construction period, our office will provide the

project management and administration necessary to ensure the successful completion of the project.

Nearing completion of the project, our team will perform standard project closeout services. We will conduct substantial completion, punchlist inspections, and final reviews once all services are completed by the contractor.

- Attend at pre-construction conference and provide periodic on-site progress observation and monitoring services
- Provide and process clarifications, interpretations, RFI requests, and field orders
- Provide construction schedule oversight and coordination review
- Attend Construction job conferences (2 meetings per month / 12 estimated -6 to 7 months)
- Perform Bulletin/clarification/change order evaluation including recommendations to the Township on course of action.
- Perform contractor payment request review and certification of multi-prime consultants
- Perform project shop drawing, material submittal review, sample fabrication review, substitution review, and requisite approvals
- Receive and review all certificates of inspections, tests and approvals required by laws, rules, regulations, or the Contract Documents.
- Receive and assemble maintenance instructions, schedules, bonds, certificates or evidence of insurance.
- Review / Observe system startup and checkout
- Perform punchlist review and project closeout procedures (2 site visits)

Section IV:
Compliance Statements



CONTRACT COMPLIANCE STATEMENTS



Seiler+Drury Architecture is an architectural and project management firm formulated for the express purpose to coordinate and provide superior professional services for our clients. Firm principals are actively involved in all the firm's projects, and our management approach is to staff each project with a senior level professional that will remain as the designated project manager for the duration of that project. Operating in a smaller studio environment, our clients appreciate firm leadership accessibility and our client-first philosophy.

Performance Standards

All professional services to be completed on this project will be accomplished in a phased / tasked manner. Each phase is a critical step in the design and construction process leading to the development of the requested improvements. As each phase is completed, we will continually check for conformance with project milestones and the established project budget. Internal quality (QC/QA) assessments will be prepared by experienced senior staff, who is not actively involved in the overall design. As the Architect of Record and Project Manager, Seiler+Drury will thoroughly coordinate drawings and specifications of all disciplines during and after each phase. All design work will be performed by Pennsylvania-registered architects and engineers and we will provide services and tasks as defined by each individual project. All final documentation will be produced in AutoCAD or REVIT version 2023 and in accordance with the AIA CAD Layer Guideline Standards.

Further, all project recommendations shall be designed and defined in a manner that achieves the programmatic objectives and the Township's needs in the most cost effective manner possible. Our aim is to develop project results that requires minimal maintenance and are durable to resist vandalism and generic wear, provide safe and healthy environments that exceed general code requirements, and be designed in a manner that conserves energy.

Conflict of Interest

At this time, we can state that neither the officers of Seiler+Drury Architecture, nor those of our sub-consultants have any material financial relationships, family relationships, or other matters that may create a conflict of interest in representing Abington Township.

Equal Employment Opportunity Polices and Programs

Seiler+Drury Architecture is an equal opportunity employer. The firm does not discriminate against employees or job applicants on the basis of race, religion, color sex, age, national origin, ancestry, or on any other basis prohibited by law. This nondiscrimination policy applies to all terms and conditions of employment, which include, but are not limited to: compensation, hours, recruitment, selection, training, assignment, evaluation, promotion, discipline, and termination. These policies are disseminated to all employees through the Firm's Employee Handbook which is presented to each employee at the beginning of their employment.

Default and Insurance Statements

Seiler+Drury has never defaulted or deemed to be in noncompliance of any contractual obligations with any of its clients, creditors, or vendors. In business for over (20) twenty years, Seiler+Drury's financial stability has never been stronger. Our firm is fully insured and carries both commercial general and professional liability insurance up to $2 million aggregate. Seiler+Drury will provide any additional insurance coverage as required or requested by the Township of Abington.

Other Requested Township Terms and Conditions

Seiler+Drury Architecture shall agree to the terms and conditions as outlined within the Township's RFP.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/05/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Heather Lindsay	
Brown & Brown Insurance Services, Inc. 125 E Elm Street, Suite 210 Conshohocken PA 19428	PHONE (A/C, No, Ext): (610) 275-8989	FAX (A/C, No): (610) 275-8886
	E-MAIL ADDRESS: Heather.Lindsay@bbrown.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Seiler + Drury PC 420 DeKalb Street Norristown PA 19401	INSURER A : Nationwide Insurance Company of Florida	10948
	INSURER B : Nationwide Mutual Insurance Company	23787
	INSURER C : Lloyd's	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 24/25 Master **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			ACP BP013201530582	02/01/2024	02/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			ACP BP013201530582	02/01/2024	02/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,000,000 $ $ $ $
B	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			ACP CU013201530582	02/01/2024	02/01/2025	EACH OCCURRENCE AGGREGATE [ ]	$ 2,000,000 $ 2,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		ACP WC013201530582	02/01/2024	02/01/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000
C	Professional Liability			PLC-02337-01	01/29/2024	01/29/2025	Each Claim General Aggregate Ded Per Claim/Aggregate	1,000,000 2,000,000 5,000 / 15,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Insurance

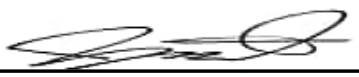
CERTIFICATE HOLDER

Evidence of Insurance

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Seiler and Drury, PC

2 Business name/disregarded entity name, if different from above

Seiler+Drury Architecture

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

420 DeKalb Street

6 City, state, and ZIP code

Norristown, PA 19401

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

2	3	–	2	9	9	8	9	2	9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** ▶ [signature] **Date** ▶ JAN. 15. 2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Section V:
Cost Proposal

FEE DESCRIPTION

Detailed Fee Description

Seiler + Drury Architecture has personnel with over 40 years of experience working with public and private institutions, leading diverse professional teams, and developing capital improvement projects that meet Owner's expectations and requirements. We have assisted numerous municipal institutions on a wide array of project types and understand the need for developing design solutions that maintain stated project budget allocations. The key to our approach will be the accessibility of our senior project management team throughout the duration of project development as well as our continued commitment of our resources to the satisfaction of Abington Township's Board of Commissioners, its Administrative and Recreation staff, and the Abington Township community.

It is our understanding that the Township will establish a budget to devote to this project. Our aim is to provide the Township with the appropriate amount of data necessary in order to make the most informed decisions as it relates to the highest and best use of the site, building, and property. As we begin to understand the needs and the goals from the Township's stakeholders, we will direct our resources towards answering the most pertinent questions and providing recommendations as it relates to potential building reuse, construct-ability, and eventual project development cost. Our objective, with respect to project management, is to provide the Township with as clear and concise a road-map as possible in order to inform decision makers and assist in building the case for the project to the community.

In the pages to follow is our professional fee proposal which is tied to the phases that were defined within the Project Understanding Section. In addition to our not to exceed fee outline, we have provided the base hourly rates for ourselves and those for our sub-consultants.

REIMBURSABLE EXPENSES

We have allocated allowances for direct expenses that will be required for this project. These allowances will be billed at cost and will primarily cover the following:

- Large format and volume printing of documentation including milestone and permit sets.
- Courier and postage services
- Travel expenses (mileage / tolls for meetings / visits)
- Applications, registration fees, and permit filing expenses as warranted by project development.

ADDITIONAL SERVICES

Additional services may arise that are beyond the scope of services described in this proposal. Once an additional service item is identified and agreed upon by Township and the Professional, we will clarify the intended scope and provide either a fixed fee for the specified service or proceed on an hourly basis per our defined hourly rates.

Professional rates for each team member are illustrated within this section.

FEE SUMMARY

Base Professional A/E Fee

Building Assessment	Feasibility Study	$ 9,800
Schematic Design		$ 13,700
Design Development		$ 14,400
Construction |Bid Documentation		$ 20,200
Bidding	Procurement		$ 4,800
Construction Administration		$ 8,400
Reimbursable Allowance		$ 1,400
Base Professional A/E 'Not to Exceed' Fee		**$ 72,700**

Base A/E Professional fee assumptions:

- Fees outlined above are estimated based on the scope of work defined to date within the Township RFP document and responses to questions received via email. Scope of Work defined as outlined in the RFP:
  - Improved ADA accessibility improvements from building to the parking lot.
  - Increased ADA access to the first floor of the building including all public common areas and at least one ADA accessible restroom.
  - Provisions for at least one multi-purpose / community room and one multi-use office space at the first floor equipped / made ready for audio and visual equipment and Internet connection.
  - Upgrades to all major building systems including HVAC, electric, plumbing, and fire protection. Assumes inclusion of a dedicated fire alarm/ smoke detection system and caller (Value of design / documentation $3,500 - this item may not be required by the building code - Township deduct Option)
  - Provide / anticipate Office space and new restroom at the second floor
  - Provide / anticipate light storage at the third floor.
  - Assumes scope will include exterior upgrades to secure / stabilize exterior envelope - siding, roofing, building drainage repairs and replacements as well as aesthetic improvements painting/ shutters / porch repairs

Items not in Base Professional A/E Fee:

- Property survey or site plan development. (Assumes only spot level survey to prepare ADA access).
- Parking lot improvements / civil engineering fees (includes site assessment and design review level only / site improvements not requested in RFP)
- Specialty Systems Engineering (Building Generator, Lightening Protection, other specialty Building Systems)
- Phase I Environmental / HAZMAT Testing or Reporting
- Traffic Impact Studies or Related Planning Engineering
- Soil or Related Testing services (Geotechnical Engineering / Infiltration or other)
- Special Inspections (as required by Township Building Department)
- Documentation of Owner-directed or hidden condition change orders during construction
- Value Engineering documentation post Construction Documentation Phase
- LEED registration, documentation, and project certification

PROFESSIONAL RATE SCHEDULE

Rate Schedule

Seiler + Drury Architecture (Architects - Project Managers)

Principal	$ 145.00
Project Manager	$ 120.00
Staff Designer	$ 105.00

Hutec Engineering, Inc. (MEP & FP Engineering)

Principal	$ 240.00
Project Manager	$ 180.00
Design Engineer	$ 120.00

WZG Structural Engineering (Structural Engineering)

Senior Engineer	$ 155.00
Designer	$ 125.00

ICI, Inc. (Professional Cost Estimating)

Senior Cost Estimator	$ 180.00

Estock Engineering (Survey / Civil Engineering)

Civil Engineering	$ 130.00
Survey Crew	$ 180.00

M E M O R A N D U M

To: Prospective Design Professionals

From: Kimberly Hamm, Director of Community Development

CC: File

Date: April 30, 2024

Subject: Addendum to Request for Proposals for Grove House Design

For ease of information and to answer questions asked by prospective design professionals, please note:

- The Township currently is operating under the 2018 International Building Code.
- The Township is currently operating under the 1993 BOCA National Fire Prevention Code. While the Township does not possess electronic copies of this code, a physical copy is available for inspection at the Township Building. Additionally, questions specific to the code and this project may be directed to the Township Fire Marshal, Chris Platz, at (267)536-1057.
- The Township's Zoning Code can be found at https://www.abingtonpa.gov/departments/fire-and-emergency-management-services/forms-and-permit-applications/zoning .
- The Grove House Property is zoned as TC-Township Commercial, and its current use is "Offices"

Documents have been attached to the existing RFP including:

- 1949 Plot Plan
- 2014 Roofing Permit
- 2014 Handicap Ramp Permit

As additional questions or requests for clarification come in, items will be posted as necessary.

Request for Proposals
Grove House Architectural Design Services

The Township of Abington, Montgomery County, Pennsylvania ("Township") is seeking proposals from qualified consultants and firms to provide architectural design services related to the design, planning, and completion of the Township's proposed FY2023 CDBG-funded project to renovate and rehabilitate the "Grove House" property located at 1383 Easton Rd. Roslyn, PA in the Township. The Township is a federal entitlement community under the US Department of Housing and Urban Development's (HUD) Community Development Block Grant (CDBG) Program.

PROPOSALS ARE DUE BY 3:00 P.M. on May 24, 2024.

BACKGROUND

The Township acquired the "Grove House" property at 1383 Easton Road in Roslyn in 2010. Records show the house had served as a private family home for a number of years from approximately 1945, but it is likely the home is much older. Improvements to the building since 2010 have included the installation of a handicap ramp at the side of the house, replacement of the roof, and updates to the first floor bathroom.

The building has 3 story structure and a full cellar basement. The first floor has an enclosed mudroom, bathroom, entry way/foyer, living room, and sun porch. The second floor has two bedrooms, and one bathroom. The third floor has 2 bedrooms.

TYPES OF SERVICES REQUIRED

The Township seeks the services of a professional consultant or firm to provide design and implementation services as related to the above-named project site, further specified by the plot plans in addendum A. This proposal is to be federally funded under the CDBG Program, and the successful firm will comply with all applicable federal requirements under 24 CFR 570 of this program.

The project involves the rehabilitation of a former residential property for use as community meeting rooms and office space. The selected firm will provide the following architectural services:

1. Pre-Design Evaluation (Feasibility Study)
2. Schematic Design
3. Design Development
4. Contract Documents
5. Bidding/Award
6. Construction Administration

The Architect shall:

1. Assume there are no existing drawings, or plans; assess actual conditions advise the Township on issues of concern in regard to design, equipment selection, material selection, cost estimation as well as cost (life-cycle) analysis.
2. Provide schematic and design development, bid documents, and a detailed cost estimate at each phase, which may include:
    a. Attend coordination meetings
    b. Provide progress prints/cost estimates (labor and materials) at appropriate intervals
    c. Include elevations of exposed mechanical or electrical units, and/or three-dimensional renderings (as requested)
    d. Provide architectural design drawings which shall include all components and accessories
3. Assist in the bidding phases:
    a. Attend pre-bid and pre-construction meetings
    b. Answer questions/clarifications during bidding
4. Review and evaluate submittals and claims for extra costs.
5. Inspect the construction site and actively participate in on-site construction meetings. Advise the Township regarding interpretations of contract documents and payments to contractors.
6. Conduct and assist the Township for substantial completion by preparing a punch list and conducting a final inspection.

Detail/Phases:

1. Feasibility Study (estimated completion July 31, 2024)
    Consult with the Township and other necessary and appropriate government units, utilities, organizations, and persons in order to ascertain project requirements and review with the Township, recommending any necessary revisions. Investigate, analyze and measure the existing facilities to the extent necessary to determine the information necessary for project work. Measure and verify floor plans and equipment locations in the existing building. Review existing system replacement studies (if applicable), analyze building components, heating/cooling load requirements, floor plans and drawings (as available) and make system recommendations. Prepare drawings and a report summarizing existing facilities and their condition. Prepare probable construction cost estimates to assist the Township in the preparation of budgeting for internal use.
2. Schematic Design (estimated completion August 31, 2024)
    Upon receipt of written notification to proceed, prepare schematic designs for review and approval by the Township. The schematic drawings shall show project design features. A detailed cost estimate separating labor and materials shall accompany the schematic drawings for each design option developed. Life-cycle cost estimates to be provided upon request. Advancement to next design phase pending Township review of report, comments and Notice to Proceed.
3. Design Development (estimated completion October 31, 2024)
    After the approval of the final schematic design submission, the Township shall issue a written order to proceed with the Design Development phase. Submit detailed design

drawings showing the general design, outline specifications, revised cost estimates, material cut sheets and material selection. If alternate layouts, design, work items and materials exist, the alternatives are to be prioritized with a recommendation of the best alternative with selection rationale outlined. Provide architectural design drawings which shall include all components and accessories, including system elevations (when applicable) in relation to project. Prepare a list of all permits, licenses, review, and approvals as required. Advancement to next design phase pending Township review of report, comments and Notice to Proceed.

4. Construction/Bid Documents (estimated completion November 30, 2024)

Perform the final design and the preparation of detailed contract documents in accordance with applicable Township, County, State, and Federal regulations ("codes") for all elements of work including architectural plans, custom details, phasing plans and structural and/or engineering modifications, as needed. Provide design progress reviews with the Township and other authorities as required (typically at 50% and 95% completion). Provide progress prints, specifications and revised cost estimates at specified intervals for the Township's review and approval. Provide for approval by the Township, the Contract Documents including bidding forms, the Contract Agreement, and General Conditions, using standard Township Contract Conditions, project specifications and working drawings for the Project. The bid documents are to conform with Township Standards wherever applicable.

6. Bidding /Award (estimated completion January 1, 2025)

The Architect is to assist the Township in pre-bid and pre-award meetings, obtaining bids, and reviewing and recommendation of awards, evaluating alternate bids, and preparing a construction contract, as well as: Assist in the evaluation of product or systems substitutions. Prepare addenda for Township advertisement/issuance.

7. Construction Administration (estimated completion July 1, 2025)

Provide during the construction contract to be entered into by the Township for the construction of the project, to the satisfaction of the Township, periodic architectural services to verify adherence to the design and to assist in the administration of the construction until final completion and acceptance by the Township. Conduct a preconstruction conference after receipt of a written request to do so from the Township. Such preconstruction conference shall include at least the Architect, or its authorized representative, the contractor(s), authorized representatives of the Township, as well as representatives of any other public or private agencies which the Township determines should be in attendance. At the preconstruction conference, the Architect shall: Observe that all necessary permits and licenses have been obtained prior to work commencement. Raise for discussion and decision, the manner in which the construction will be administered by itself and the Township, the scheduling of construction, and any and all other issues or questions which in the opinion of the Architect or the Township must be settled before the start of construction. Before convening the preconstruction conference, the Architect shall confer with an authorized representative of the Township concerning the agenda and who is to attend. Prepare and distribute minutes within a specified time following the meeting.

Throughout all Phases, prepare and update on an interval that is mutually agreed upon, an Estimate of Construction Cost consistent with the Township's funding requirements in a format acceptable to the Township. The Estimate of Construction Costs shall document approved change orders (CO's) and any and all anticipated changes to the construction cost on an individual prime contract basis and indicate contingency balance. Recommend necessary or desirable changes (adds and credits) to the Township, review requests for changes, assist in negotiating Contractor's proposals, submit recommendations to the Township. If they are accepted, review change orders for the Township's authorization. There shall be no change in the scope of the work or in materials specified by the Architect until approval for such change has been given in writing by the Township.

Determine, based on the Architect's inspections and the contractor's applications for payment, the amount owed to the contractor and issue certificates for payment in such amounts. By reviewing and approving a certificate for payment, the Architect will also represent to the Township that, to the best of its knowledge, information, and belief, based on what its observations have revealed, the quality of the work is in accordance with the Contract Documents.

Review and make recommendations to the Township on any claims received from contractors.

Make visits to the job site (at a frequency dictated by specific project and with prior approval of the Township) for the purpose of clarifying or interpreting any phase of the work and monitoring job progress, where necessary and/or requested. Conduct and attend on-the-job field meetings (at a frequency dictated by specific project and with prior approval of the Township) to review procedures, progress, scheduling, contractor compliance and other issues. Provide and distribute minutes of these meetings to the Township and to parties designated by the Township within a specified time period. Where field conditions differ from contract documents or disputes arise, the Architect shall resolve issues satisfactorily to the Township.

Issue punch list(s) and re-inspect as necessary (at a frequency dictated by specific project and with prior approval of the Township) coordinate warranty submissions with manufacturers. Following the contractor's completion of the punch list, conduct final inspections in conjunction with the Township. The Architect shall create a "closeout" checklist for each contract and shall monitor the closeout process as part of the Certificate of Substantial Completion of the work. The approval of the Township, or other Agency approvals, shall be required as a condition for the acceptance of the work by the Township. Furnish to the Township of Abington, based on marked up prints, drawings and other data furnished by the contractor, a set of reproducible drawings showing all construction (elements/systems) as actually built. Provide the Township with AutoCAD/design files in a format acceptable to the Township and one set of

reproducible drawings. Secure and transmit to the Township all required guarantees, affidavits, releases, bonds, and waivers and other closeout documents.

The scope of services includes the rehabilitation of the structure to include the following:

1. ADA accessibility improvements to the parking lot and immediate outdoor areas.
2. ADA accessibility to the 1st floor of the structure, including all of the common spaces.
3. At least one multi-purpose/community room on the first floor, including audio/visual equipment
4. At least one multi-use office space on the first floor, including the installation of low-voltage internet connections.
5. At least one ADA-accessible restroom on the 1st floor.
6. Upgrades to all major systems to ensure code compliance.
7. Office space and bathroom on second floor.
8. Storage on the third floor.

The Township intends to select a firm which it deems best qualified in its judgment to provide all services requested, on an as-needed basis, for the preparation of the required plans and documents of the CDBG Program and other housing and community development programs.

The Township will negotiate with the firm it deems most qualified to determine the fee for such services. If the Township is unable to negotiate a reasonable fee with the consultant initially selected, the Township may negotiate with the firm deemed second best qualified, or the Township may issue another Request for Proposals. The multi-year commitment to the consulting firm is subject to HUD allocations of future CDBG funds to the Township and no costs shall be considered incurred or encumbered for such years until HUD issues its letters of approval.

PROPOSAL REQUIREMENTS

Interested Respondents shall submit proposals that clearly demonstrate their ability to provide the Services requested. The proposal should be a complete and detailed approach to providing all Services and any Additional Services that the Respondent proposes.

All planning consultants are required to submit their proposal to the Township by 3:00 P.M., prevailing time, on or before May 24, 2024. Proposals should be sent in PDF format to communitydevelopment@abingtonpa.gov. The proposal shall contain the following:

1) COVER LETTER

Briefly introduce the Respondent, explain the Respondent's interest in providing the Services, and articulate why the Respondent is qualified to provide the Services. Include the name, address, SAM or DUNS number, email address and phone number of the person who will serve

as the Respondent's principal contact with Township staff. Identify all personnel who will be assigned to provide the Services, and their respective roles.

2) PROPOSAL

a. A list of other similar experience that the Respondent has performed for other municipal agencies and/or under the CDBG funding umbrella. For each experience listed, include the name and contact information of a representative for whom the engagement was undertaken who can verify satisfactory performance.

b. A list of the personnel who will be assigned, with a description of their professional qualifications and work experience. This list should clearly identify the tasks that each person will be assigned, along with the proportionate amount of time that each person will spend on the project.

c. Describe any existing or potential legal or other policy conflicts of interest, or appearance of conflict of interest, you may have, or which reasonably might arise, because of your work with the Township.

d. List any clients you currently represent that could cause a conflict of interest with your responsibilities to Abington Township and describe how you would be willing to resolve these or any future conflicts of interest.

e. A cost proposal with rates for the project.

Proposals must include estimates for all tasks through their completion. The billing method and estimated cost for any additional services must be described including, but not limited to, travel, supplies and postage.

Note that the compensation schedule is subject to revision by the Township of Abington at the time of execution of the contract.

3) EXCLUSIONS & ADDITIONAL SERVICES

The Respondent must include any proposed exclusions to the Services or draft Agreement, providing specific details and the reasoning behind the exclusion, and any proposed additional services.

4) W-9 FORM

Include a completed W-9 form with the proposal.

5) ADDITIONAL INFORMATION

The Respondent may provide for consideration additional information or data not requested as part of this RFP.

6) REPRESENTATIONS OF RESPONDENT

By submitting a proposal, each Respondent certifies that:

a. The Respondent's proposal is genuine and is not made in the interest of, or on behalf of, an undisclosed person, firm, or corporation;

b. The Respondent has not directly or indirectly induced or solicited any other Respondent(s) to put in a false proposal;
c. The Respondent has not solicited or induced any other person, firm, or corporation to refrain or abstain from proposing a proposal; and
d. The Respondent has not sought by collusion to obtain for itself any advantage over any other Respondent(s) or over the Township.

SELECTION OF CONSULTANT

All consultants are required to submit their proposal to the Township by 3:00 P.M., prevailing time, on or before May 24, 2024. Proposals should be sent in PDF format to communitydevelopment@abingtonpa.gov.

The following criteria, in order of importance, will be used to select the consultant for this project:

1. Qualifications, certifications, and previous experience in managing a housing rehabilitation program, housing rehabilitation projects and other construction programs.
2. Cost of services.
3. Capacity of Respondent to complete services in a timely manner.
4. MBE, WBE or SERB designation.

PROPOSALS ARE DUE BY 3:00 P.M. on MAY 24, 2024.

Proposals should be sent in PDF format to communitydevelopment@abingtonpa.gov. For questions or additional information, please call (267)536-1019 or email khamm@abingtonpa.gov before May 20, 2024 at noon EST.

All qualified proposers will receive consideration without regard to race, color, religious creed, ancestry, national origin, age, handicap, or sex. The Township of Abington is an equal opportunity agency.

After the Proposals are submitted, the Township may require interviews and a presentation by preferred Respondents. The Township may contact references provided with the Proposal. The Township reserves the right to request clarification or additional information from Respondents and to consider independently obtained information.

The Township will select, in its discretion, the responsible Respondent, as defined by 24 CFR 85.36(b)(8), whose proposal is most advantageous to the Township, using the Evaluation Criteria state above. Local preference will apply as permitted or required by Federal law. The Township reserves the right to modify this RFP or the selection process, to cancel this RFP, to reject or accept any response to this RFP, and to waive any informalities or irregularities in any Proposal or in the selection process, without liability, at any time. The issuance of this RFP, the receipt and evaluation of Proposals, and the selection of or negotiation with any Respondent does not obligate the Township to select a Respondent or enter into any agreement.

The Township reserves the right to negotiate further with one or more Respondent. Selection of any Respondent and execution of a contract is dependent on approval in accordance with applicable Township ordinances and policies, the approval of the Respondent's Section 3 Action Plan, and the Township's receipt of any required Certificates of Insurance and applicable endorsements and other required documentation.

All Proposals shall become the property of the Township, will not be returned, and will become a public record after a contract is awarded. Respondents may request parts of their Proposals to remain confidential by indicating such in the Proposals and on the appropriate proprietary or financial pages.

The Township will take reasonable steps to keep confidential only documents actually protected from disclosure under the Pennsylvania Right to Know Law (the "Act"), including notifying the Respondent of a request and allowing the Respondent to take steps to prevent disclosure. An entire Proposal shall not be marked or identified as confidential. **By submitting a Proposal, each Respondent agrees to hold the Township harmless from any claims arising from the release of confidential information not clearly designated as such by the Respondent, not protected from disclosure by the Act, or where the Township has notified the Respondent of a request.**

The information provided in this RFP is designed to provide interested Respondents with sufficient information to submit proposals meeting minimum requirements and is not intended to limit a proposal's content or to exclude any relevant or essential data therefrom. Respondents are at liberty and are encouraged to expand upon the specifications to give additional evidence of their ability to provide the services requested in this RFP.

Revisions to this RFP will be made through addenda published and made available to all Respondents on the Township's website and via E-mail to all prospective Respondents who requested this RFP. Any other communication, spoken and written, formal and informal, received by any representative of any Respondent from sources other than official addendum shall not be effective to vary any term of the RFP.

The selection of any Respondent and execution of any contract will be conditioned on approval of the selection by the Board of Commissioners of the Township of Abington.

The successful Respondent shall commence work only after the execution of a contract acceptable to the Township's Solicitor, a kick-off meeting, and issuance of a Notice to Proceed from the Township.

The Township's decisions with respect to this RFP are final and without recourse to any Respondent.

OTHER TERMS AND CONDITIONS

The Agreement to be entered into between the selected Respondent and the Township of Abington for services solicited hereunder shall be subject to the applicable Federal General

Terms and Conditions made a part hereof as required by applicable HUD Regulations 24 CFR 570.

In no event shall any official, officer, employee or agent of the Township of Abington be in any way personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, not for any statement, representation or warranty made therein or in any connection with the agreement.

The Township of Abington intends to award a contract for the Services described in this RFP; provided, however, that issuance of this RFP does not constitute a commitment by the Township to award and to execute a contract.

Upon a determination that any of the following actions would be in its best interest, the Township, in its sole discretion, reserves the right to:

- Cancel or terminate this RFP.
- Reject any or all proposals received in response to this RFP.
- Elect not to award a contract, if it is in the Township's best interest not to proceed with contract execution; or
- If awarded, terminate any contract if the Township determines adequate funds are not available.

Federal Terms and Conditions

1. **Termination of Contract for Cause**. If, through any cause, the Respondent (Contractor) shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the Township (hereafter the "Public Body") shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor under this Contract shall, at the option of the Public Body, become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Contractor shall not be relieved of liability to the Public Body for damages sustained by the Public Body by virtue of any breach of the Contract by the Contractor, and the Public Body may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Public Body from the Contractor is determined.

2. **Termination for Convenience of the Public Body**. The Public Body (here, the Township) may terminate this Contract at any time by giving at least ten-(10) day notice in writing to the Contractor. If the Public Body as provided herein terminates the Contract, the Contractor will be paid for the time provided and expenses incurred up to the termination date.

If this Contract is terminated due to the fault of the Contractor, Paragraph 1 hereof relative to termination shall apply.

3. **Reports and Information**. The Contractor, at such times and in such forms as the Public Body may require, shall furnish the Public Body such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

4. **Patent Rights**. Whenever any invention, improvement or discovery is made or conceived or for the first time actually or constructively reduced to practice by the Contractor or its employees in the course of, in connection with, or under the terms of this Contract, the Contractor shall immediately give the Public Body written notice thereof and shall promptly thereafter furnish the Public Body with complete information thereon. The Public Body shall have the sole and exclusive power to determine whether or not and where a patent application shall be filed and to determine the disposition, improvement or discovery, including title to and rights under any patent application or patent that may issue thereon. The determination of the Public Body on all of these matters shall be accepted as final. The Contractor warrants that all of its employees who may be the inventors will execute all documents and do all things necessary or proper to the effectuation of such determination.

Except as otherwise authorized in writing by the Public Body, the Contractor shall obtain patent agreements to effectuate the provisions of this article from all persons who perform any part of the work under this Contract except such clerical and manual labor personnel as will have no access to technical data.

Except as otherwise authorized in writing by the Public Body, the Contractor will insert in each subcontract having experimental, developmental or research work as one of its purposes, provisions making this clause applicable to the subcontractor and its employees.

If the Public Body obtains patent rights pursuant to this article, the Contractor shall be offered license rights thereto on terms at least as favorable as those offered to any firm.

5. **Copyright**. No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor.

6. **Records and Audits**. The Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the Public Body to assure proper accounting for all project funds. These records will be made available for audit purposes to the Public Body, any subgrantee, the federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives.

7. **Retention of Records**. All accounts and records as required under item #6 above shall be retained by the Contractor for five years after the expiration of this Contract unless permission to destroy them is granted by the Public Body.

8. **Compliance with the Americans with Disabilities Act**. Pursuant to federal regulations promulgated under the authority of The Americans with Disabilities Act, 28 C.F.R. 35.101 et seq., the Contractor understands and agrees that no individual with a disability shall be excluded from participation in this Contract or from activities provided for under this Contract. As a condition of accepting and executing this Contract, the Contractor agrees to comply with the General Prohibitions Against Discrimination, @ 28 C.F.R. 35.130, and all other regulations promulgated under Title II of the Americans with Disabilities Act.

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

9. **Changes**. The Public Body may request changes in the scope of the services of the Contract to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the Public Body and the Contractor shall be incorporated in written amendments to this Contract.

10. **Assignability**. The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Public Body. Provided, however, that claims for money by the Contractor from the Public Body under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the Public Body.

11. **Compliance with Federal, State and Local Laws**. The Contractor shall comply with all applicable laws, ordinances, and codes of the Federal, State, and local governments, and shall commit no trespass on any public or private property in performing any of the work embraced by this Contract.

12. **Executive Order 11246**

A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex 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, or national origin. Such actions 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 by the Local Public Agency 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 cause the foregoing provisions to be inserted in all subcontracts for any work covered by this contract so that such provisions will be binding upon each subcontractor, if the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

13. **Title VI of the Civil Rights Act of 1964.** No person shall, on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with Federal funds.

14. **Section 109 of the Housing and Community Development Act of 1974.** No person in the United States shall on the grounds of race, color, national origin or sex be excluded from participation in, or be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

15. **Fair Housing.** No person in the United States shall on the basis of race, color, religion, sex, or national origin, be discriminated against in housing (and related facilities) provided with Federal assistance and in lending practices with respect to residential property when such practices are connected with loans insured or guaranteed by the Federal Government.

16. **"Section 3" Compliance in the Provision of Training, Employment and Business Opportunity**.
Every applicant, recipient, contracting party, contractor and subcontractor shall incorporate, or cause to be incorporated, in all contracts for work in connection with a Section 3 covered project, the following clause (referred to as a Section 3 clause):
A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
B. The parties to the contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
C. The Contractor agrees send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the said labor organization or workers' representative of contractor's commitments under this Section 3 clause and will post copies of the notice in conspicuous places available to at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Sections 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training

positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions and the anticipated date the work shall begin.

D. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

17. **The Respondent, by submitting a proposal hereunder, certifies**, to the best of his or her knowledge and belief, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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.

B. 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.

C. The applicant or its' principals certify that they have never been debarred or suspended by the Federal Government and the applicant is not the successor organization to one that was.

D. 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, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

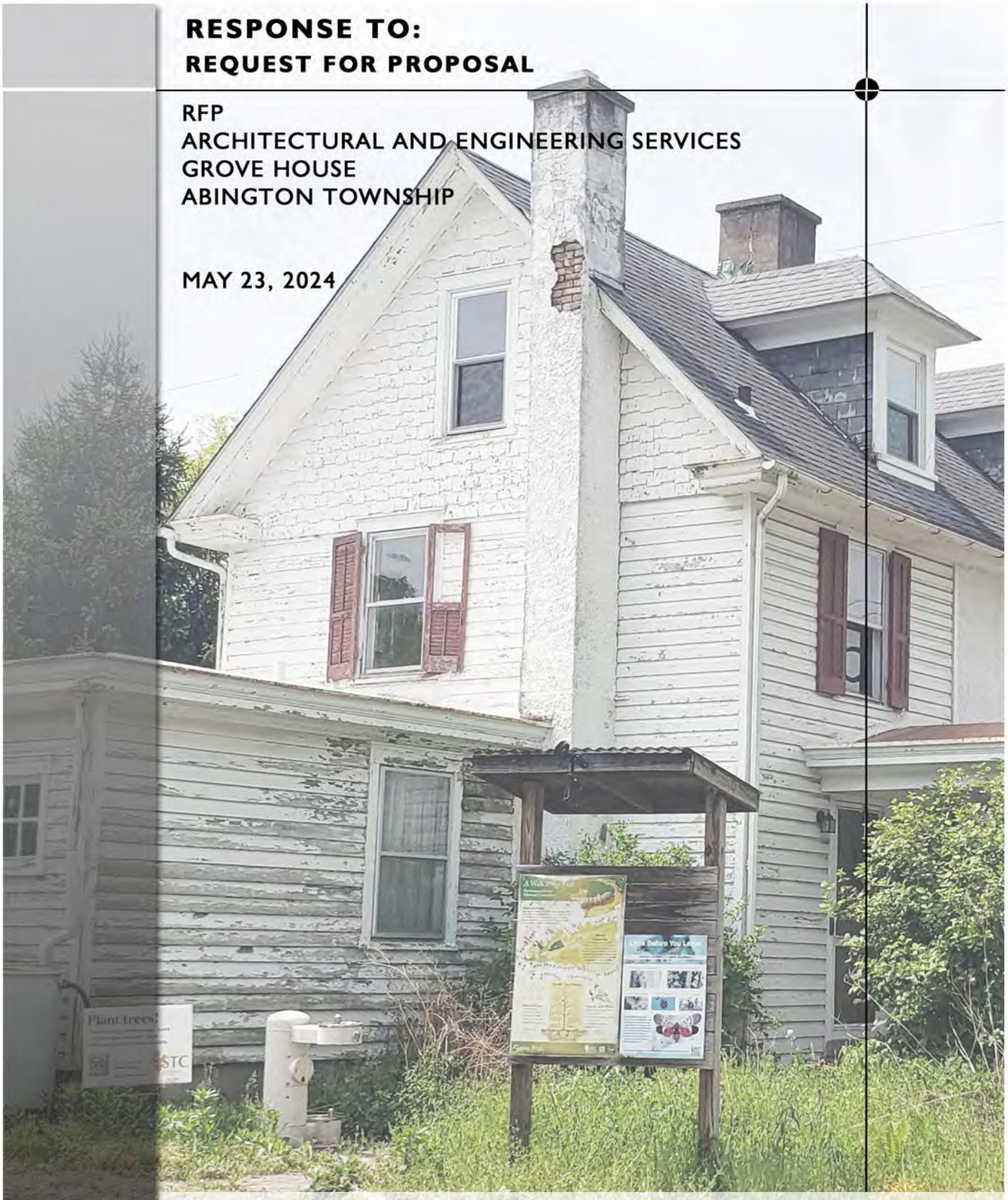
INDEMNIFICATION

The selected firm shall defend, indemnify and hold harmless the Township, its officers, agents and employees from any and all claims or costs of any nature whether for personal injury, property damage or other liability arising out of or in any way connected with the firm's negligent acts or omissions pursuant to the terms of the Contract.

RESPONSE TO:
REQUEST FOR PROPOSAL

RFP
ARCHITECTURAL AND ENGINEERING SERVICES
GROVE HOUSE
ABINGTON TOWNSHIP

MAY 23, 2024



LINN ARCHITECTS
1140 N. PROVIDENCE ROAD
MEDIA, PENNSYLVANIA 19063
TEL.610.566.7044
FAX.610.566.3258
www.LinnArchitects.com

ON-BOARD COMPANIES
A flexible Service

TD&H Engineering

Theurkauf
DESIGN & PLANNING



TAB 1

COVER LETTER / TEAM INTRODUCTION

TRANSMITTAL/DESIGN TEAM

The "Grove House" at 1383 Easton Road has the potential to become a true asset for Abington Township. It has:

1) Appropriate size rooms for the intended functions.

2) A first floor that is close enough to ground level to make accessibility practical.

3) Adequate parking to support the building size.

4) The "feel" of a really nice vintage building.

This house clearly dates back to at least the early 1900's, and based upon a few features such as the slate on the side of the dormers, and the shutter stays, I suspect it could be late 1800's. Although it does not have any official historic designation, I still want to address any improvements with an eye toward historical sensitivity.

With that said, the following Design Team that we have assembled is uniquely poised to respond to that challenge:

Linn Architects	-	Architects, Civil Engineers, Code Officials
On-Board Companies	-	MEP Engineers
TD&H Engineers	-	Structural Engineers
Theurkauf Design and Planning	-	Planners and Landscape Architects

An organizational chart indicating these companies and staff members from these companies who will participate in the project follows.

Linn Architects and the Firms comprising the Team work with Municipalities on a regular basis, so everyone is quite familiar with the process of municipal interface. A list of municipal projects and references follows under Tab 2.

THE BOTTOM LINE

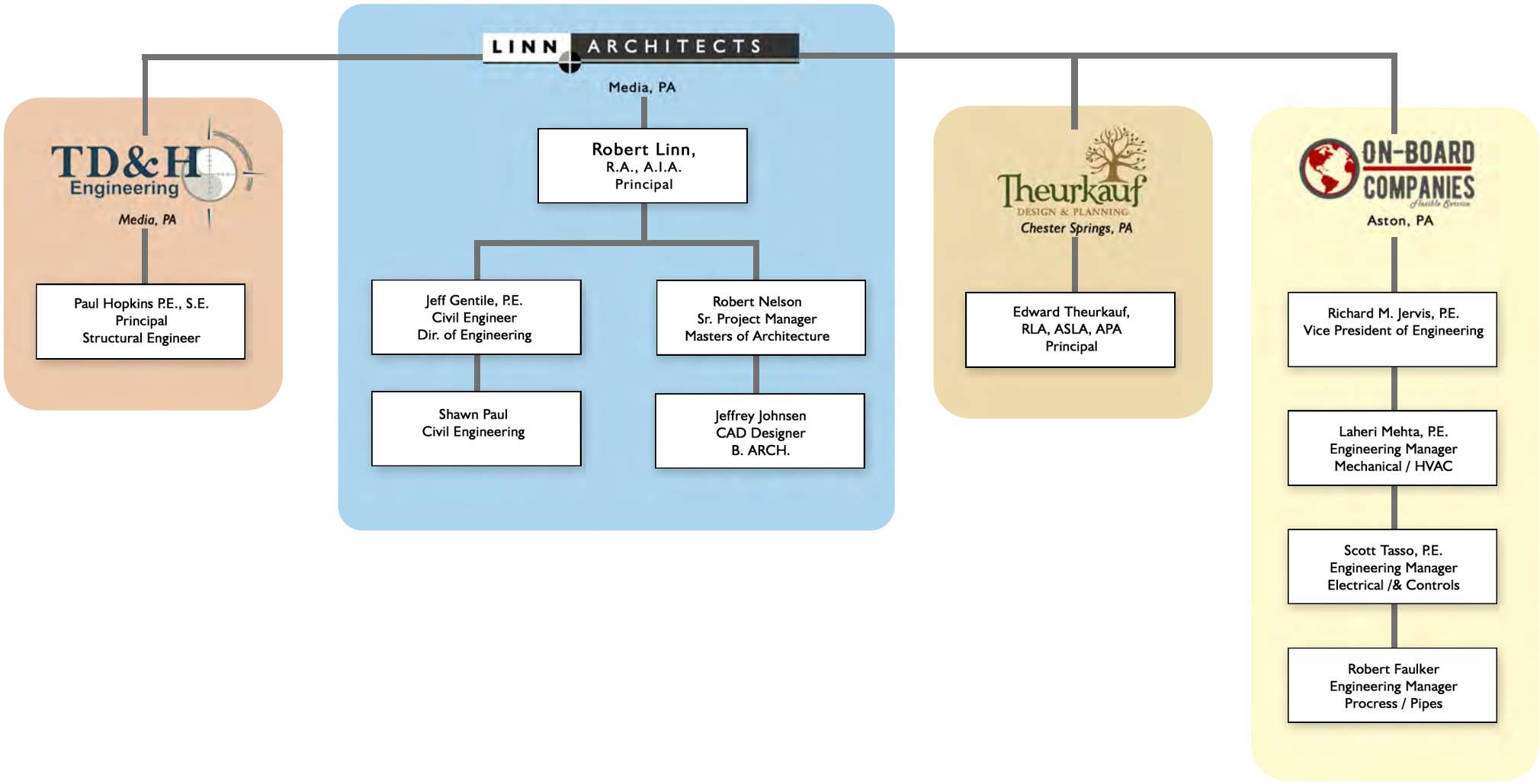
We could provide pages of high-sounding academic thoughts regarding the design process and scheduling techniques, but here is the bottom line. The Linn Architects Team is well experienced and goes through this process every single day, and makes it work effectively. The Firm has been in business 42 years, and that's unusual, and not by accident. Perhaps just as significant is the fact that the Principal of the Firm will be actively involved in this project. This is an important project to us with a Team of experienced Firms, and it will be treated accordingly.

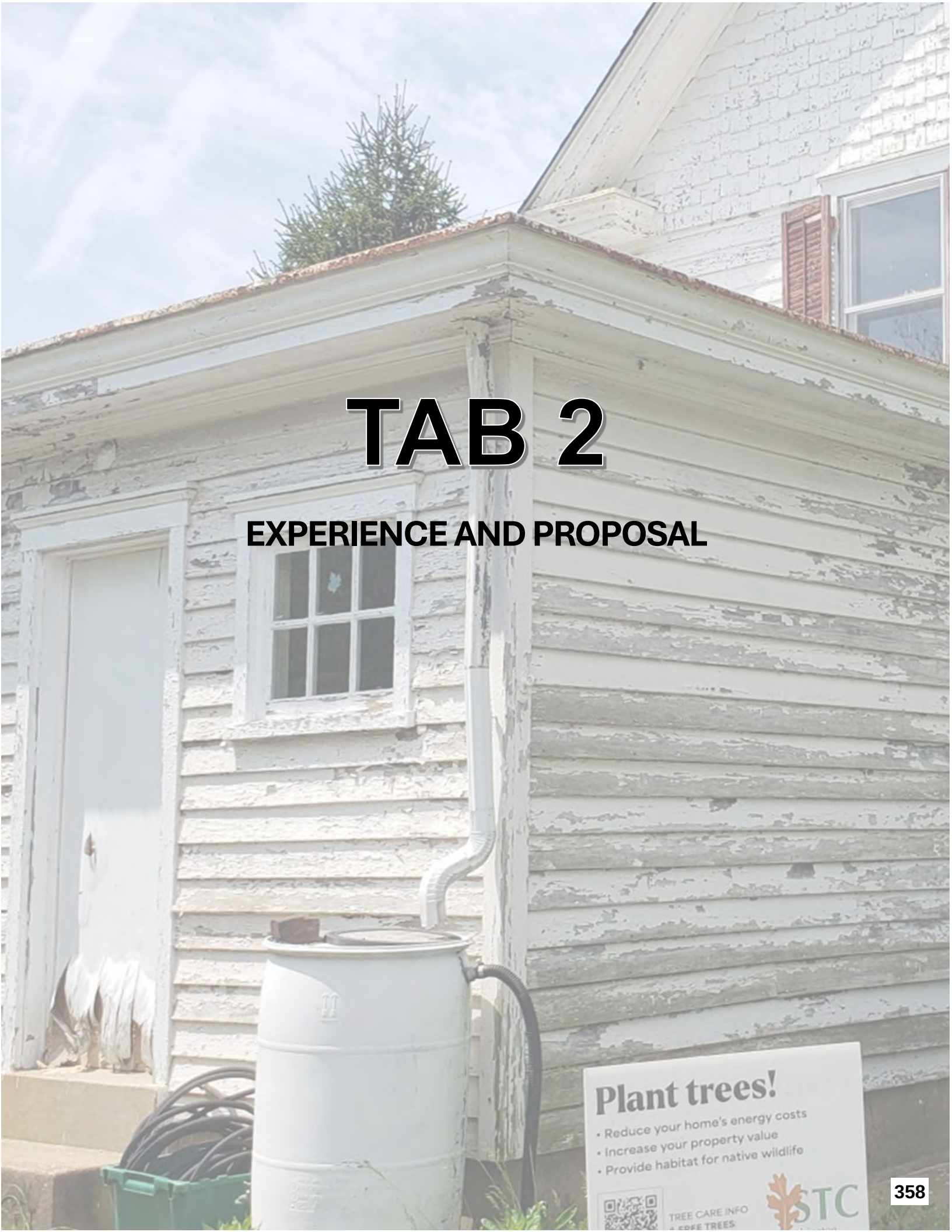
All of these basic, but extremely important facts will allow us to bring a quality level of experience and service to your project, allowing us to deliver what you require. Thank you for the opportunity.

Respectfully submitted,

Robert H. Linn, AIA
Registered Architect
Principal - Linn Architects

RHL/dr


TD&H Engineering
Media, PA
Paul Hopkins P.E., S.E.
Principal
Structural Engineer
LINN ARCHITECTS
Media, PA
Robert Linn,
R.A., A.I.A.
Principal
Jeff Gentile, P.E.
Civil Engineer
Dir. of Engineering
Robert Nelson
Sr. Project Manager
Masters of Architecture
Shawn Paul
Civil Engineering
Jeffrey Johnsen
CAD Designer
B. ARCH.
Theurkauf
DESIGN & PLANNING
Chester Springs, PA
Edward Theurkauf,
RLA, ASLA, APA
Principal
ON-BOARD COMPANIES
Aston, PA
Richard M. Jervis, P.E.
Vice President of Engineering
Laheri Mehta, P.E.
Engineering Manager
Mechanical / HVAC
Scott Tasso, P.E.
Engineering Manager
Electrical /& Controls
Robert Faulker
Engineering Manager
Procress / Pipes



TAB 2

EXPERIENCE AND PROPOSAL

TEAM BACKGROUND

Linn Architects has multiple projects every year where a Municipality is our client, and we have included a copy of Municipal Projects and Municipal Reverences.

Perhaps of equal important is the fact that we regularly work on projects of historical significance, and in fact recently completed upgrades to three (3) train stations for Amtrak in Montana where all the buildings were on the National Register of Historic Places (Libby, East Glacier Park, and Cut Bank). We are also currently working on train stations in Glenwood Springs Colorado and Fort Morgan Colorado, that have similar historic status.

On a more local note, over the past 30 years we have received an award for Historic Preservation on fifteen (15) different local projects. We have included a list of those awards.

Finally, we regularly work on projects funded by RACP or CDBG funding sources, and have experience on well over 2 dozen CDBG projects. Phil Welsh of the Office of Housing and Community Development (OHCD) of Delaware County is quite familiar with our CDBG project experience Phil Welsh - (610) 891-4014 welshp@co.delaware.pa.us.

The following pages include:

- Firm Profiles
- Municipal Project Experience
- Municipal References
- Award and Recognition on Historical Projects
- CV's of Key Individuals who will Participate on the Grove House Project

ARCHITECTURAL SERVICES

FIRM PROFILE

LINN ARCHITECTS is a corporate/commercial/municipal design firm of Architects and Civil Engineers, based in Media, Pennsylvania that was established in 1982. The firm is registered to practice Architecture in twenty-three states and has extensive computerized design and rendering capabilities. In addition to the in-house staff of Architects and Civil Engineers, additional services are also available through a select group of Consulting Engineers who work with the firm on a repetitive basis.

The staff includes (4) Registered Architects, (4) additional individuals with Architectural Degrees, (2) Registered Civil Engineers, (2) College Interns (2) Additional staff with Engineering degrees, and (4) Team members with Pennsylvania State Code credentials, and (2) Construction Managers.

Repeat corporate clients, many of them for 15 years or more, include the following:

- Multiple Townships and Boroughs
- County of Delaware
- Agusta Westland
- Elwyn Industries
- Pennsylvania Institute of Technology
- Child Guidance Resources
- ACG

BASED UPON AIA STATISTICS, LINN ARCHITECTS IS POSITIONED IN THE TOP 10% OF FIRM SIZE NATIONWIDE. COUPLED WITH EXTENSIVE CAD DESIGN CAPABILITIES AND RENDERING CAPABILITIES, THIS PERMITS **HANDLING OF SUBSTANTIAL SIZED PROJECTS, AND YET STILL REMAINS A MANAGEABLE SIZE TO INSURE PRINCIPAL INVOLVEMENT WITH ALL PROJECTS.**









MUNICIPAL GOVERNMENT SECTOR PROJECTS (PAST 6 YEARS)

Linn Architects has had the pleasure of providing services for the following Municipal sector projects, with numerous projects including Municipal Offices and Police Stations.

Springfield Township

- Renovations/Expansion to Municipal and Police Building
- Design – First/Second Quarters 2024
- Cost Budget
- Construction Budget……$14 Million

Swarthmore Borough

- Police Department Renovations
- Design May 2024
- Construction Budget……$200,000

Eddystone Borough

- Renovations to 4,500 S.F. Existing Municipal Building, plus 3,280 S.F. Expansion for Police
- Bid Received March 2023
- Construction Starting May 2023
- Construction Budget……$2.6 Million

Delaware County

- HR Suite Renovations Government Center Building
- Going out to Bid April 2024
- Construction Budget……TBD
-

Delaware County

- Adaptive Reuse of Briarcliffe Fire Company (Darby Township)
- Project Complete May 2024
- Construction Budget……$190,000

Delaware County

- New Orange Street Surface Lot Media Borough
- Project Complete May 2024
- Construction Budget……$1.4 Million

Nether Providence Township

- New Public Works Garage Project
- Complete May 2024
- Construction Budget……$1.3Million

Delaware County Housing Authority

- Kinder Park Window Replacement
- Construction Complete – June 2024
- Construction Budget……$1.5 Million

Delaware County Board of Fire and Life Safety

- New Live Burn Building (Darby Borough)
- Design Started – Spring 2024
- Construction Budget……$5 Million

Folcroft Borough

- New 22,177 S.F. Borough Administration Building, Police Department, Community Center
- Started Construction May 2023
- Construction Budget……$5.4 Million

West Pikeland Township

- New Public Works Building
- Bid received April 2022
- Construction Starting May 2023
- Construction Budget…….$1.6 Million

Delaware County Wellness Center at Yeadon

- 6,700 S.F. Phase 3
- Construction Started January 2023
- Construction Budget……$2.2 Million

Trainer Borough

- New 22,016 S.F. Borough Administrative Building, Police Station and Community Center
- Started Construction December 2022
- Construction Budget……$5.6 Million

Tredyffrin Township – New Public Works Garage

- New S.F. Public Works Garage with Truck Wash Bay and Renovations to Existing Public Works Garage
- Construction Complete December 2021
- Construction Budget……$1.2 Million

Media Borough Public Works Garage

- New 2,900 S.F. Public Works Garage
- Construction Complete December 2021
- Construction Budget……$220,000

Delaware County Wellness Center at Yeadon

- 5,000 S.F. Phase 2 Fit-Out
- Construction Complete November 2022
- Construction Budget……$1.3 Million

Thornbury Township, Chester County

- New 3,000 S.F. Township Administration Building
- Construction Complete 2021
- Construction Budget……$1.1 Million

Delaware County Wellness Center at Yeadon

- 8,000 S.F. Phase 1 Fit-Out of Former Grocery Store for New Delaware County Covid19 Vaccination Center
- Project Completed – January 2021
- Construction Budget……$1.2 Million

Newtown Township Fire Company

- New 20,437 S.F. Building
- Complete July 2021
- Construction Budget……$5.25 Million

Tredyffrin Township

- Renovation of 28,000 S.F. Municipal Offices and Police Department
- Complete September 2020
- Construction Budget……$1.3 Million

Media Borough

- New Police Sallyport
- Complete 2020
- Construction Budget…… $225,000

Westtown Township, Chester County

- New 9,225 S.F. Public Works Facility with Truck Bays, Truck Wash, and Offices/Locker Rooms
- Complete 2019
- Construction Budget……$1,8 Million

Clifton Heights Borough

- New Borough Administrative Building and Police Station
- Complete 2018
- Construction Budget……$1.8 Million

Marple Township

- New 24,000 S.F. Police Station in Repurposed Building
- Complete 2017
- Construction Budget……$3.5 Million

Media Upper Providence Free Library

- New 16,905 S.F. Facility
- Complete 2016
- Construction Budget……$3.2 Million

MUNICIPAL REFERENCES

Danielle J. Floyd	Delaware County Director of Public Works 610-891-4668	floydd@co.delaware.pa.us
Robert Bernstein	Delaware County Architect 610-891-5082	bernsteinr@co.delaware.pa.us
Dave Grady	Manager – Nether Providence Township 610-565-7890	draddy@netherprovidence.org
Elgin Akarsoy	Councilman – Upper Providence Township 610-566-4944	eakarsoy@upperprovidence.org
Christen Rexing	Councilwoman – Upper Providence Township 610-566-4944	crexing@upperprovidence.org
Brittany Forman	Manager – Media Borough 610-566-5210	bforman@mediaborough.com
Jim Jeffery	Director of Codes – Media Borough 610-566-5210	jjeffery@mediaborough.com
Robert McMahon	Mayor – Media Borough 610-566-5210	charts5@aol.com
Kevin Matson P.E.	Engineer – Media Borough 610-513-7220	kmatson@lighthouse-engineers.com
Michael Galante	Engineer – Chester Township and Upper Darby Township 856-404-0540	mgeassociates@gmail.com
Mark Possenti	Manager – Darby Borough 610-586-1102	markpossenti@comcast.net
Dominic Pileggi	President of Board of Supervisors – Concord Township 610-565-7890	plieggi@verizon.net
Neil Vaughn	Manager – Edgmont Township 610-459-1162	manager@edgmont.org
Lee Fulton	Manager – Springfield Township 610-544-1300	lfulton@springfielddelco.org

Tom Micozzie	Manager – Clifton Heights Borough	
	610-623-1000	tmicozzie@cliftonheightspa.gov
Joseph F. DiRocco	Assistant Township Manager	
	610-644-1400	dirocco@tredyffrin.org
John White	Manger- Aldan Borough	
	610-626-3554	jwhite@aldan-boro.org
John McMullan	Manager – Middletown Township	
	610-565-2700	jmcmullan@middletowndelcopa.gov

Awards and Recognition

- Heritage Commission of Delaware County 2022 – Restoration – AME Church Concord Township
- Heritage Commission of Delaware County 2021 – "Media Men's Club Building"
- Heritage Commission of DELCO –2019/2020 – Three (3) Historical Project Awards
- Heritage Commission of Delaware County 2005 - Historic Presentation Award – 1902 National Guard Armory
- Pennsylvania State Preservation Award 2005 - Public Project – 1902 National Guard Armory
- Delaware County Historical Society 2004 - A. Lewis Smith Award Preservation of Historical Buildings
- Heritage Commission of Delaware County 1998 - Three Adaptive Reuse Awards
- Heritage Commission of Delaware County 1997 - Adaptive Reuse Award
- Heritage Commission of Delaware County 1996 - Adaptive Reuse Award
- Delaware County Council 1994 - American Spirit Preservation Award
- 1993 - Media Minutes Community Service Award

PERSONAL RESUME

+

ROBERT H. LINN, R.A.

Title: *Principal/Registered Architect*

Education
Carnegie-Mellon University
5 Year Degree – Bachelor of Architecture -1975

Years Experience: **49**
With Linn Architects: 42

Overview of Expertise:

Full range of experience over extensive period as Principal of Linn Architects that provides Architecture, Civil Engineering, Zoning, Construction Code Services.

Select Work Experience

- Areas of expertise include: 1) Project Programming, 2) Municipal and Corporate Design, 3) Building/Site Integration, 4) Zoning and Land Use, 5) Adaptive Reuse, 6) Accessibility 7) Historical Projects, and, 8) Feasibility/ Master Plan Evaluations.
- Principal in charge of Linn Architects with over 150 projects per year, equating to a total of $90 Million plus in annual construction value.
- President – Linn Management Services Corporation - 47 Years.

Professional Registrations

Registered Architect

State of Pennsylvania	State of Texas	State of West Virginia
State of New Jersey	State of Arizona	State of New Hampshire
State of Delaware	State of Vermont	State of Louisiana
State of Maryland	District of Columbia	State of Connecticut
State of New York	State of Indiana	State of Rhode Island
State of Ohio	State of Illinois	State of Montana
State of Michigan	State of Florida	State of Colorado
State of Massachusetts	State of Virginia	NCARB

Affiliations

Member – American Institute of Architects – AIA
Member – Pennsylvania society of Architects – PSA

Municipal Interface

- Firm represents Fifteen (15) Municipalities as Third-Party IBC Code Officials.
- Appearance by Robert Linn at Planning Commissions, Zoning Hearing Boards, and Electced Municipal bodies approximately (40) times a year.

Community Professional Positions

- Member – Comprehnsive Planning Committee – Nether Providence Township 2022/2023
- Member – Swarthmore Borough IBC Appeals Board – 2019 – Continuining
- Summit School Evaluation Committee – Nether Providence Township - 2018
- Chairman of IBC Appeals Board - Media Borough – January 2005 – Continuing (17 Years)
- Planning Commission - Nether Providence Township - 1994 – Continuing (28 Years)
- Multi Municipal Comprehensive Plan Task Force - 4 Municipalities - 2004 – 2006
- Chairman BOCA Board of Appeals - Media Borough - December 2001 - December 2004
- Media Borough - Streetscape Commission - 1999 – 2000
- BOCA Board of Appeals-Nether Providence Township-November 1994-December 1996
- Ad Hoc Zoning Commission - Media Borough - 1993-1994
- ADA Compliance Officer - Media Borough - 1993 – 2006
- Building Inspector - Upper Providence Township - 1988 – 1992
- Comprehensive Plan and Zoning Commission - Media Borough - 1987 – 1989, and 1996
- Media Borough Art and Architecture Commission - 1984 - 1992

Awards and Recognition

- Heritage Commisison of Dealwar County 2022 – Restoratin – AME Church Concord Township
- Heritage Commission of Delaware County 2021 - Media Men's Club Building
- Heritage Commission of DELCO –2019/2020 – Three (3) Historical Project Awards
- Boy Scouts Citizen of Year for Delaware County - 2016
- Heritage Commission of Delaware County 2005 - Historic Presentation Award
- Pennsylvania State Preservation Award 2005 - Public Project
- Delaware County Historical Society 2004 - A. Lewis Smith Award Preservation of Historical Buildings
- Heritage Commission of Delaware County 1998 - Three Adaptive Reuse Awards
- Heritage Commission of Delaware County 1997 - Adaptive Reuse Award
- Heritage Commission of Delaware County 1996 - Adaptive Reuse Award
- Delaware County Council 1994 - American Spirit Preservation Award
- 1993 - Media Minutes Community Service Award

PERSONAL RESUME

ROBERT NELSON

Title: *Associate/ Project Manager*

Years Experience: **20**
With Linn Architects: 20

Education

Catholic University of America
Bachelor of Science in Architecture - 2003
Master of Architecture – 2005

Overview of expertise

- Mr. Nelson began with Linn Architects in the summer of 2004 as a draftsman, while completing his Master of Architecture degree. In his 16 years at Linn, he has worked as a project manager and designer on several municipal, commercial, and residential projects.
- As a designer/ draftsmen, his project portfolio includes, but is not limited to: Concord Township Municipal Building, Bethel Township Municipal Facility, Icona Hotel in Wildwood, NJ, Verizon Wireless switches, Elwyn Laundry Facility, the CADES School, and Child Guidance Resource Center Facilities.
- He is currently working under the title of Associate/ Project manager: His work as a Project Manager includes, but is not limited to: Amtrak NY Penn Station, Amtrak Colorado, Amtrak Montana, Harpers Ferry, WV Head house restoration, Concord Community Center – New Elevator Addition, Prive Salon and Style Bar, Shere E Punjab Restaurant Expansion, McGuire Products Inc. New Warehouse Facility, Scoir Offices in West Chester, Pa, Echo Realty new 5,000 Sq. Ft restaurant in Media, Pa and the new Aldan Borough Snack Bar and Pavilion.
- He is currently the Project Manager on the restoration of the Fort Morgan and Glenwood Springs Amtrak stations Platform renovations based in Colorado. He is also in the process of completing the new Mediplex 20,000 sf office building in Abington, Pa as well as the associated tenant fit outs for Abington Neurological Associates, RMA of Philadelphia and Wink Optical. He has just completed the design of a tenant fit out for the Sepa Pain Management (12,000 sf) in Horsham, Pa and the New Media Police Sallyport in Media,Pa.
- Robert's responsibilities have included project management, documentation of drawings, project design, project coordination and project administration.

Professional Registrations

NCARB (Record #129392)

Additional Technical Training

Amtrak Contractor Safety Training
BNSF Contractor Safety Training
UPRR Contractor Safety Training

PERSONAL RESUME

JEFFREY JOHNSEN

Title: *Architectural Designer / Junior Project Manger*

Education

Marywood University
Bachelor of Architecture - 2021

Years Experience: **3.0**
With Linn Architects: 3.0

Overview of expertise

- Mr. Johnsen began with Linn Architects in the spring of 2021 as an Architectural Designer and Junior Project Manager. In his 2 years at Linn, he has worked as an architectural designer and junior project manager on several municipal, commercial, and residential projects that have helped expanded his expertise in numerous building topologies and operations.
- As an architectural designer / draftsman, his project portfolio includes, but is not limited to: Springfield Hyundai Dealership, Media Dental Associates, Philadelphia Technician Training Institute, Nether Providence Public Works Garage, 1 South Olive Apartment Renovations, Beacon of Folcroft 7-Elleven, Coatesville Culture Club Restaurant, Eddystone Municipal Building, 4th & Booth Warehouse, & Providence Animal Center. AIDS Care Group Facilities 44 Yale Apartment Conversion, The Spayed Club Veterinary Clinic .
- Jeffrey's responsibilities have included documentation of drawings, project design, project administration, & assisting in project management and coordination of various consultants. Coordinate with Mechanical, Electrical, Plumbing, Fire Suppression, Structural design or and design changes within the building project.
- Throughout his years of experience, he has interacted with clients to determine their wants and needs to align with daily operations of building programs. Design specifications and submittals processes were coordinated with the project manager, engineering teams, and construction manager throughout the project building construction timeline. For clients, he performed site due diligence and survey requirements as needed for building documentation. Building code requirements were researched and correctly implemented to building plans. Architectural construction paperwork and drawings were maintained and filed accordingly for various phases of projects. Sustainable design solutions were integrated into commercial projects.
- Mentored by registered architects to expand his expertise in the field of Architecture.
- By evaluating job progress and distributing duties, I mentored newly hired staff and interns.

Professional Registrations

NCARB (Record #865999)

PERSONAL RESUME

Shawn Paul

Title: *Design Associate*

Education
Widener University
Bachelor of Science, Civil Engineering - 2014

Years Experience: 9
With Linn Architects: 9

Overview of expertise:

Mr. Paul offers more than 7 years of experience in the engineering field and as a Design Associate for Linn Architects is responsible for a variety of aspects of site civil design, implementation, and documentation.

Mr. Paul's has a broad range of experience that include commercial and residential site design, land development/ zoning approvals and research, stormwater management design, municipal approval processes, and governmental permitting.

Recent Select Work Experience

Wawa Upper Chichester
Design associate for a new convenience store/gas station. The project included the rehabilitation of an historical structure. Key site improvements include community and street scape improvements, an underground stormwater bed, and historical preservation.

Elms at Lenni
Design associate for a 6 lot single family subdivision in Middletown Township. The project includes the removal of an abandoned firehouse and the construction of six 1,800 s.f. footprint houses. This project required zoning relief due to the site fronting on two roadways. The project required interpretation of the stormwater ordinances due to the substantial sum of impervious coverage proposed to be removed.

Services and Logistics Center for CHOP, Millbourne PA
Design associate for a 118,867 s.f. logistics center in Millbourne Borough. Key site improvements include utilizing existing community public transportation network, landscaping, and underground stormwater beds. A major challenge on this project was the existing stream, floodplain, and elevated rail network all within close proximity of one another.

JEFFREY N. GENTILE, PE **Title:** *Senior Engineer and Code Director*

Education

Master of Science, Civil Engineering –Villanova University
Bachelor of Science in Aerospace Engineering – Pennsylvania State University
Bachelor of Science, Co-op Engineering – Albright College

Linn Architects, Senior Engineer and Code Director **2020 to Present**

Professional of Expertise:

- Supervises and performs all aspects of building code enforcement including plan review, inspections and code interpretations
- Supervises civil engineering department through land development applications and related projects

Licensure and Certifications

Licensed Professional Engineer, State of Pennsylvania
Certified Building Plans Examiner and Inspector
Certified Accessibility Plans Examiner and Inspector
Certified Mechanical Plans Examiner and Inspector
Certified Energy Plans Examiner and Inspector
Certified Plumbing Plans Examiner and Inspector

Professional Affiliations

National Society of Professional Engineers, Member
International Code Council, Member
Pennsylvania Association of Code Officials, Member and Past President

Volunteerism

Upper Darby Arts & Education Foundation, Past President and Board Member
Upper Darby High School Football, Coach
Drexel Hill Little League, Athletic Coach for numerous athletic programs

Teaching Experience

Drexel University and Delaware County Community College construction code classes
Teach day-long seminars keeping with an outline that allows for timely review of all teaching goals.

Section B – Qualifications of the Firm

Name & Address of the Firm

On-Board Engineering Corporation
Windsor Corporate Park
50 Millstone Rd. - Building 300 / Suite 110
East Windsor, NJ 08520

Primary Corporate Officer Authorized to Execute Agreements

Richard M. Jervis, Jr., P.E. / Vice President of Engineering
Richard.Jervis@onboardusa.com

History / Ownership / Organizational Structure

Founded in 1976 by the late Robert L. Wilson, On-Board Engineering Corporation is a privately held & Family Owned, Professionally Licensed, Full-Service provider of architectural, engineering, design, procurement, and construction management services with design build capability.

The firm remains under the ownership of the descendants of Robert L. Wilson today. The current Chairman/CEO is Robert J. Wilson. The President/COO is Robert R. Wilson.

On-Board's Executive & Management personnel are based in both of the regional offices designated to provide any as needed services to the County upon an award of the "**Professional Architectural / Engineering Services Pool"** Program

On-Board's Regional, Statewide, & Local Service Capabilities

For 48 years, the On-Board Family of Companies has provided its industrial, commercial, institutional, governmental, and manufacturing clients with flexible, customized & cost-effective contracted solutions for:

- Civil / Structural / Architectural Engineering & Design
- Process Mechanical Engineering & Design
- Utility & HVAC Mechanical Engineering & Design
- Electrical Engineering & Design
- Electrical Instrumentation and Controls Engineering & Design
- Project Management
- Program Management
- Construction & Construction Management
- Consulting Engineering / All Disciplines
- Operations & Maintenance
- Facilities Management
- Staff Augmentation

On-Board's Corporate Headquarters has been located in New Jersey for decades. The firm relocated from its former site in Edison, NJ to its current East Windsor location in 2004. The Delaware office has been in operation since the 1990's.

Industry Reputation

On-Board is consistently ranked by "Engineering New Record" (ENR) as:

- One of the Top 500 Engineering & Design Firms in North America.
- One of the Top 40 Program Management organizations in North America.

Typical client survey feedback states that clients find On-Board provides a lower cost alternative to the services of other larger A/E and/or EPCM firms in the marketplace.

On-Board consistently receives a 97% (+) satisfaction rating from these annual client satisfaction surveys. Client References are provided in **Attachment 1.**

Financial Highlights

On-Board Family of Companies is:

- Privately Family-owned C-Corp
- Headquartered in E. Windsor, NJ
- Revenues in excess of $80 MM
- No Long-Term Debt
- Fortune 500 Customers
- D&B Rating of R21
- $20 Million+ Line of Credit
- $17 Million+ Retained Earnings
- No Pending Litigations or Claims

Public Sector Credentials

• On-Board is currently under contract with the **City of Atlantic City** providing design/build services to install a flood mitigation system at two of the City's municipal buildings.

• On-Board is currently providing the design for Ultraviolet Germicidal Purifications Systems in 15 Buildings in **Morris County, NJ**.

• On-Board was recently awarded another three-year contract with the **Philadelphia Gas Works (PGW)**. It represents On-Board's 6th consecutive contract award from PGW.

• On-Board recently delivered the design for a Bio-Solids Composting Facility located on a site owned by the **Cumberland County Improvement Authority**.

• On-Board is under contract to design Replacement Heat & Hot Water systems for several sites at the **Phillipsburg Housing Authority.**

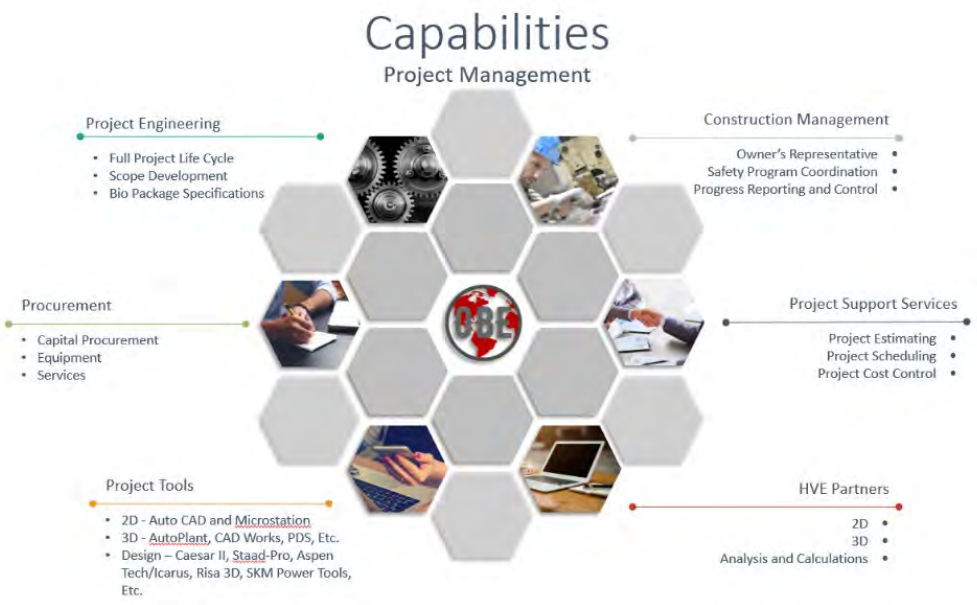
• On-Board has a 20-year-old Master A/E "Task Order" Services Agreement with **Amtrak**

On-Board was also selected to be part of a pool of A/E firms to provide professional project and consulting services to:

- **Cumberland County**
- **Atlantic County**
- **Ocean County**
- **Lakewood Industrial Commission**
- **Cherry Hill Township**
- **Atlantic City**
- **Cumberland Co. Improvement Auth.**
- **Lakewood Municipal Utilities Auth.**
- **NJ Casino Redevelopment Auth.**
- **Brookdale College**
- **Ocean County College**
- **City of Vineland**
- **South Jersey Port Corporation**
- **Camden County**
- **East Brunswick Twp.**
- **Morris County**
- **Franklin Township**
- **Hunterdon County**
- **Manasquan River Sewerage Auth.**
- **Asbury Park Housing Auth.**
- **Western Monmouth Utilities Auth.**
- **Brick Township**
- **Drexel University**

Please note On-Board's ability to provide the work, services and responsibilities delineated in the County's RFP as well as any work, services and responsibilities not specifically delineated.

On-Board's Technical A/E Capabilities follow to demonstrate to The County On-Board's ability to meet the requirements of this RFP.





Documentation to support On-Board's experience and knowledge in providing the services/work described in the County's RFP to both public sector entities as well as to the industrial and commercial marketplace overall can be found in **Section G** of this proposal under the sub-title **"Additional Information/Project History".**

On-Board's potential value-added services available to The County can be summarized here by showing the entirety of the On-Board Family of Companies (OBC). OBC provides many of its clients a "Total Solutions" offering to meet the various technical & operational needs in the in both the public and the private sector.

Primary Points of Contact

Richard M. Jervis, Jr., P.E.
Vice President of Engineering
On-Board Engineering Corporation
2 Penn's Way-Suite 400
New Castle, DE 19720
(302) 547-5581 (Mobile)
Richard.Jervis@onboardusa.com

Qualifications of the Personnel

The On-Board Team

On-Board has assembled a "World Class" team of professionals to provide a well-rounded and comprehensive group of professionals to ensure that only the best available resources be assigned to this program. We do this as a matter of course, and with the intention of including minority and/or disadvantaged organizations to participate where applicable.

Every member of the On-Board Team presented herein has experience in a variety of institutional settings, many of which are located in NJ and around Greater Delaware Valley.

Projects which include all of the traditional facilities related A/E disciplines (MEP/CSA/I&C/FP/Utilities) are routinely executed by the members of this team.

Below, please find brief narratives describing the professional & operational credentials of On-Board's proposed team.

Also, please note the "length of service" aspect of the team members. On-Board prides itself on its staff becoming and remaining part of "The On-Board Family" for many years.

Resumes of On-Board's staff can be found below.

Richard M. Jervis, Jr. P.E. / Vice President of Engineering-Program Oversight

"Rick" has an impressive educational background in both Engineering and Business Management. He has a Bachelor's Degree in Civil Engineering from the University of Cincinnati. His concentration was in Structural Design and Construction Management. In addition,

Rick earned a Master's Degree in Business Administration (MBA) from the University of Delaware. Rick has 30+ years of Engineering/Design & Project Management experience particularly in facilities related projects. He has spent the past 25+ years as a manager and executive at On-Board. He is a registered Professional Engineer (P.E.) in 40 States, including New Jersey.

As VP of Engineering, Rick has ultimate responsibility for all On-Board operational personnel in the Home Offices as well as the staff assigned to the many On-Board sites in North America.
He is also responsible for On-Board's Client Relationship Management. In short, the "buck stops" with Rick Jervis. His availability to any On-Board Client is constant and without question.

Andrew P. Barnes, P.E. / Public Sector Program Manager / C/S/A Engineer

Andrew holds a Bachelor of Science Degree in Civil Engineering from the University of Delaware. He is a Registered P.E in the State of Delaware and New Jersey.

As the **Lead Professional for On-Board's Public Sector Operations**, he has over 15 years of experience (all with On-Board) in the engineering and design field associated with the Structural, Civil, Surveying and Construction industries including extensive field experience and project execution assignments.

Andrew has Project Management experience related to several government sanctioned projects including infrastructure protection and flood mitigation, Storm Water Management and Grading Design.

Robert Faulkner / Process-Mechanical Engineering Manager

Bob Faulkner came to On-Board (14 years ago) following a 15-year stint as a process engineer and project manager at the Honeywell Chemical Manufacturing Facility in Claymont, DE. Honeywell's loss has become On-Board's gain as he has provided invaluable technical expertise and experience to the scores of complex process-based projects routinely executed by On-Board.

Also relevant here is Bob's experience providing management of diverse, multi-functional teams of maintenance mechanics, construction contractors and draftsmen during installation and start-up of capital work.

His duties at On-Board have established him as the most effective team member in maintaining working relationships with Municipal, County & Authority officials and regulatory agencies. He is also known internally for his unique ability to provide technical support for environmental and "Customer Linked Commercialization" projects. Bob has a Bachelor's Degree in Chemical Engineering from the University of Delaware.

Scott C. Tasso, Jr. P.E. / Lead Electrical Engineer

Although one of the newer members of the On-Board Professional Staff, Scott is a highly experienced electrical Project Engineer / Project Manager with over 20 years of experience in the power generation, power distribution, and infrastructure industries for new construction, renovation, and retrofit projects. His experience includes developing scopes of work, specifying electrical area classification, specifying electrical equipment including:

- Substations
- Switchgear
- Motor Controls Centers
- VFD Systems
- UPS Systems
- Grounding Systems
- Fire Detection Systems
- Lighting systems
- Power Distribution Panels
- Relay Cabinets
- Operator Stations
- Electrical Heat Tracing
- Fiber Optic Patch Panels

Scott also has an impressive resume in construction assistance services as well as providing computer based electrical calculations including:

- Load Flow
- Voltage Drop
- Over Current
- Arc Flash Analysis
- Conduit & Cable Tray Fill

Scott holds a B.S. in Electrical Engineering from New Jersey Institute of Technology. He is also a **P.E. in New Jersey**, MD, NY, PA & VA.

Laheri C. Mehta, P.E. / Senior Mechanical-HVAC Engineering Manager

"Larry" Mehta has been the "go to" HVAC & Utility professional at On-Board for 20 years. On-Board has relied upon his professionalism and his expertise for so long now that many of us are not sure how we could have succeeded without him.

He holds both a Bachelor's Degree and a Master's Degree in Mechanical Engineering. He is a Registered P.E. During his career, he has authored, published, and presented numerous papers on a variety of energy related topics to some very prestigious conferences and symposiums.

Larry's professional background is particularly relevant to the project requirements at The County, as his resume includes a long list of projects in many institutional facilities. His particular talent of analyzing and recommending energy saving modifications to existing facilities is where many of On-Board's clients have benefitted.

Conclusion

On-Board's years of experience successfully executing similar programs in the past indicate that the assignment of qualified and experienced personnel is (typically) the key contributor to that success.

QUALIFICATIONS AND EXPERIENCE – March, 2024

Edward A. Theurkauf, RLA, ASLA, APA

Principal and Manager

Professional Qualifications and Education

- Registered Landscape Architect LA-1061 E
  Commonwealth of Pennsylvania (1990)

- Master of Landscape Architecture
  University of Pennsylvania (1986)

Work History - Over 35 years of professional experience in landscape architecture and planning:

- Founded **Theurkauf Design & Planning LLC** in May 2011, specializing in municipal planning and landscape architecture services.

- Provided municipal planning and landscape architecture services from 1998-2011 as the senior municipal planner/landscape architect for **Thomas Comitta Associates, Inc**., West Chester PA.

- Managed projects and clients as a landscape architect from 1993-1997 on high end landscaping design/build contracts, primarily with **Robert Montgomery Landscapes, Inc**., Chester Springs PA.

- Designed and managed land development projects as an associate/land planner/landscape architect from 1986-1992 with **Kinzler & Ritter/Land Planning**, Philadelphia PA.

Professional Accomplishments

- Planning and landscape architecture consultant to Charlestown, East Pikeland, Uwchlan, Warwick, West Vincent, and West Whiteland Townships in Chester County, to Upper Frederick Township in Montgomery County, and to the Phoenixville Regional Planning Committee (PRPC).

- Prepared 16 Master Plans, Feasibility Plans, Concept Plans, and Improvement Plans for municipal parks, public spaces, and trails in Pennsylvania (plans for Charlestown Jenkins Park and Uwchlan Shamona Creek Nature Park in progress).

- Authored Comprehensive Plans for PRPC (2019, 2021), West Grove, Chester County (2022), Warwick, Chester County (2015), East Pikeland Township, Chester County (2013), West Pikeland Township, Chester County (2010), and Delaware Township, Pike County (2006, current update in progress).

- Executed scores of Zoning and Land Development Ordinance amendments for environmental protection, open space/recreation, land use, multi-modal transportation accessibility, density controls/TDRs, landscaping, stormwater/GI, design standards, signs/billboards, and agriculture.

1350 Elbow Lane • Chester Springs, PA 19425 phone 484-888-5574 email ed@theurkauf.com www.theurkauf.com

- Provided hundreds of development plan review and landscape improvement inspection services to 19 Pennsylvania municipalities and a multi-municipal planning committee.
- Prepared field assessments and management recommendations for open space assets.
- Designed and managed landscape and site remediation projects in rural, suburban, urban, and industrial settings in Pennsylvania, New Jersey, and Delaware.
- Served as an expert witness in land planning on behalf of dozens of Pennsylvania municipalities and citizens groups in matters before Governing Bodies, Zoning Hearing Boards, and the Chester County Court of Common Pleas.

Awards

- Pike County PA Conservation District
  Environmental Protection Award for Delaware Township Comprehensive Plan (2007)
- University of Pennsylvania/Landscape Architecture and Regional Planning
  Faculty Medal for High Academic Record (1986)
- Trinity College
  S&S Prize for Environmental Action (1981)

Teaching - Conferences, workshops, student lectures, juries

- Fresh Coast Guardians Resource Center, Milwaukee WI – Green Infrastructure (2019)
- Green Valleys Watershed Association - PA Environmental Advisory Council Workshop (2017)
- Green Valleys Watershed Association - Green Design Saves Green Conference (2016)
- West Chester University, Department of Planning and Geography Guest Lecture (2004)
- University of Pennsylvania, Department of Landscape Architecture Guest Lecture/Field Study (2002)
- University of Pennsylvania, ASLA Graduate Student Award Juries (2019, 2021-2022)
- Temple University, ASLA Graduate and Undergraduate Student Award Juries (2012-2018, 2020-2023)

LINN ARCHITECTS
1140 N. PROVIDENCE ROAD - MEDIA, PENNSYLVANIA 19063
(P) 610.566.7044 - (F) 610.566.3258 - LinnArchitects.com

CONFLICTS

In response to the question, neither Linn Architects, nor any of the other Team Members have any existing or potential legal or other policy conflicts of interest, or which reasonably might arise, because of our work with the Township.

We also do not have any clients we currently represent that could cause a conflict of interest with our responsibility to Abington Township.

Respectfully submitted,



Robert H. Linn, AIA
Registered Architect
Principal - Linn Architects

RHL/dr

SERVICES AND FEES

We will provide the following services for this project:

1. Pre-Design Evaluation (Feasibility Study)
2. Schematic Design
3. Design Development
4. Contract Documents
5. Bidding/award
6. Construction Administration

We further acknowledge we will include the “Detail/Phases” of services listed as Items 1 through 7 on Pages 2, 3, 4, and 5 of the RFP

Our fees follows:

PROFESSIONAL FEES
GROVE HOUSE RENOVATIONS

Programming, Design, and Documentation Up Through Completion of Bid Documents

Building

- Architecture/Team Leadership $14,500
- Structural Engineering $3,000
- MEP Engineering $5,600

Building Subtotal $23,100

Site

- Limited Site Survey $2,000
- Civil Engineering $2,500
- Land Planning/Landscape Architect $3,000*

Site Subtotal $7,500

Project Total Up through Completion of Bid Documents $30,600

Bidding Phase

- Architecture $2,500
- MEP Engineering $2,300

Bidding Phase $4,800

Construction Administration Phase

- Architecture/Project Management $6,500
- MEP Engineering $1,300
- Landscape Architecture $700*

Construction Administration Phase $8,500

PROJECT TOTAL $43,900*

Reimbursables

- Travel, reproduction costs - time and material basis not-to-exceed $1,000.

*Note: If Landscape Architecture services are not required Deduct $3,700.



TAB 3

EXCLUSIONS AND CLARIFICATIONS

CLARIFICATIONS

1) We will include an Order of Magnitude Construction Cost Projection. As a part of each phase, as indicated in the RFP. The format will be similar to the attached example for a current project for renovations to the Swarthmore Borough Police Department. That identifies component costs but does not distinguish labor from materials.

2) For the Construction Administration Phase of the project, we have included the following number of site visits:

- Architects - 12 Visits
- MEP Engineers - 3 Visits
- Landscape Architect - 1 Visit

3) We have included stabilization of any required structural components, but do not anticipate leveling any floors.

4) We do not anticipate use of the third floor, aside from storage (only one current exit).

5) We have not included any additional stormwater design for the site, or the project being classified as a “Land Development”.

6) We have not included the identification of any hazardous materials in the building or on the site (We did observe the presence of a ground water monitoring well but not know the status or the vintage).

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1140 N. PROVIDENCE ROAD - MEDIA, PENNSYLVANIA 19063
(P) 610.566.7044 - (F) 610.566.3258 - LinnArchitects.com

ESTIMATE OF PROBABLE COSTS
PROPOSED RENOVATIONS
SWARTHMORE BOROUGH
POLICE DEPARTMENTS
5/14/2024

SAMPLE

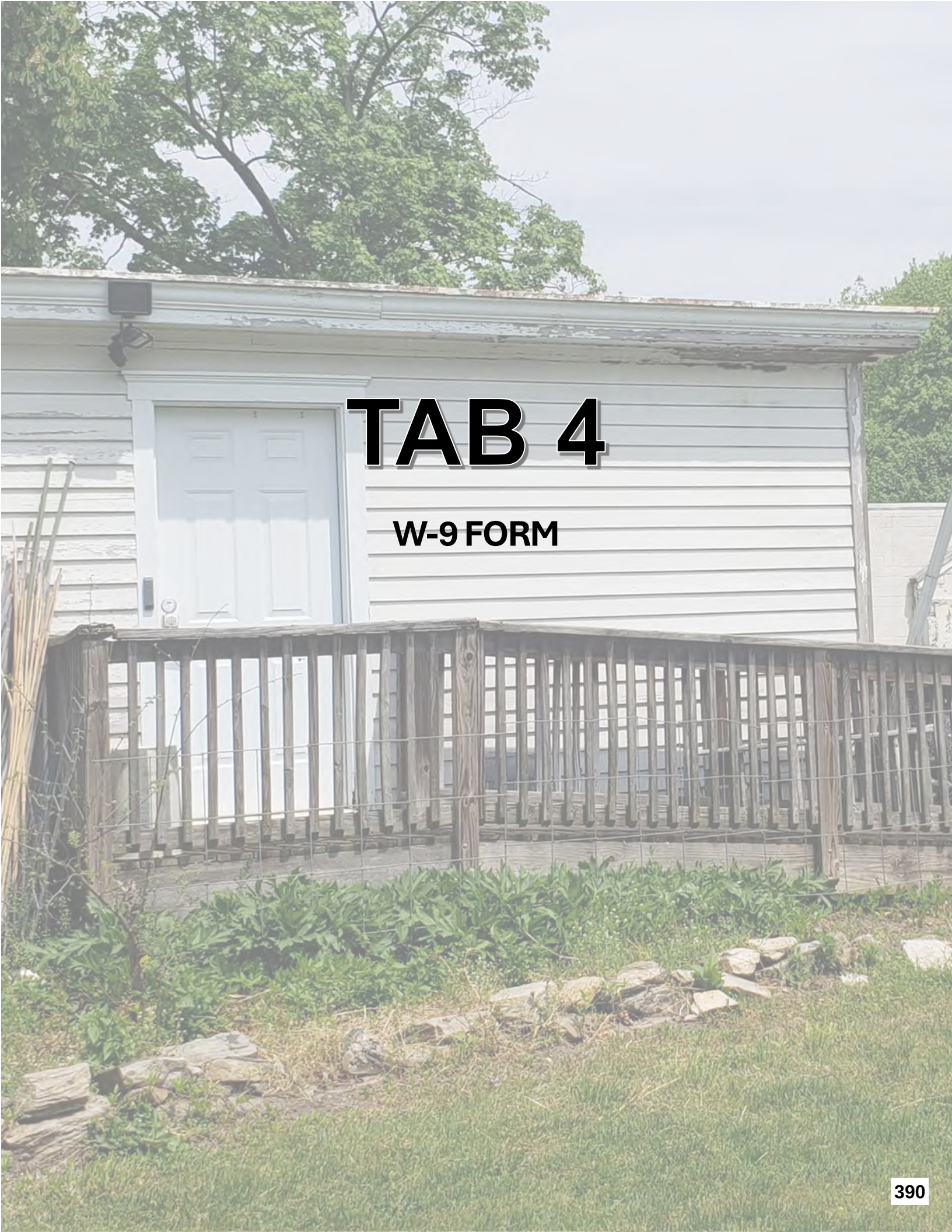
Task	Price
Demolition and Disposal	$12,000
Facility Protection for demolition	$5,000
New Frame Walls	$12,000
Doors, Frames, Hardware	$10,000
Acoustical Tile Ceilings	$5,000
Cabinets and Counters	$4,000
Painting	$5,000
Floor Coverings/Base	$6,000
Toilet Accessories (Installed)	$3,000
Plumbing (Including Piping and Floor Slab)	
Three (3) New Toilet and Sinks	$45,000
New Shower	$5,000
New Sink	$3,000
HVAC Modifications	$6,000
Sprinkler Head Adjustment	$9,000
Electrical - Power and Lighting/Panel	$10,000
Appliances	$2,000
Lockers	$22,000
Subtotal	$164,000
25% GC Overhead and Profit	$41,000
5% Contingency	$8,200
Subtotal	$213,200
Architecture and Engineering	$25,250
TOTAL PROJECT COSTS	**$238,450**

Not Included

Any hazardous material remediation (If encountered)
Window blinds

Respectfully submitted,

Robert H. Linn, AIA
Registered Architect
Principal - Linn Architects



TAB 4

W-9 FORM

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

ROBERT H. LINN

2 Business name/disregarded entity name, if different from above

LINN ARCHITECTS

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☑ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

1140 NORTH PROVIDENCE ROAD

6 City, state, and ZIP code

MEDIA, PA 19063

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

2	3	–	2	2	5	1	8	9	9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person ▶** Busta O'Hagan **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*



TAB 5

ADDITIONAL INFORMATION

1) **CODE EXPERIENCE**

Linn Architects has several State Certified Code Officials on Staff, and we serve in various capacities as the Third-Party Code Officials in (14) of these municipalities, further enhancing our credibility and understanding of the UCC Code Series adopted by the State of Pennsylvania. Of particular importance is our knowledge of the critical accessibility codes.

2) **MUNICIPAL GRANTS**

With the significant number of municipal projects we have worked on, including multiple ones under CDBG Grants and RACP Grants, we have a solid understanding of the Bidding, Procurement, Contract award, and Wage Requirements for municipal projects.

3) **CONSTRUCTION ADMINISTRATION EXPERIENCE**

In addition to the Linn Architects Firm of Architects, Civil Engineers, and Code Officials, we also have a 30-year old parallel Construction Management Company of which Robert Linn is the President. As such we are far more in touch with the construction industry than many "design only firms." As such we understand approach, means and method scheduling, conflict resolution, pricing, and project close-out, far better than most. Furthermore, as Pennsylvania State Certified Code Officials we have the advantage of reviewing construction projects in the field on a significant number of projects by multiple Design Firms every year, keeping us in touch with what really transpires on a construction site.

4) **SCOPE OF WORK AND BUDGET**

It is critical to develop a valid scope of work, and this is not done simply by accepting a clients list of programmatic needs. That list needs to be further refined to include "must have" and "nice to have' items. The next tool is to make sure a project doesn't develop 'scope creep", and that is accomplished by designating a select group of contact individuals who have the only authority to speak on behalf of the client.

5) **REDUCTION OF CHANGE ORDERS**

Particularly on a renovation a thorough investigation of existing conditions is a key. A well-coordinated initial design is the second step toward reducing Change Orders. The details of a design must also be truly "constructable" in order to avoid Change Orders requests.

Following that, an often-overlooked tool is a thorough review of shop drawings which present a second opportunity for quality control and coordination.

Finally, developing a relationship with the contractor is a key to open dialogue, resulting in the opportunity to discuss a possible different approach toward eliminating a Change Order.

6) Linn Architects with a staff size of two dozen people and annual fee revenues of under $4 Million and as such is classified as a Small Business Enterprise.



TAB 6

REPRESENTATIONS

REPRESENTATIONS OF RESPONDENT

By submitting a proposal, each Respondent certifies that:

A) The Respondent's proposal is genuine and is not made in the interest of, or on behalf of, an undisclosed person, firm, or corporation;

B) The Respondent has not directly or indirectly induced or solicited any other Respondent(s) to put in a false proposal;

C) The Respondent has not solicited or induced any other person, firm, or corporation to refrain or abstain from proposing a proposal; and

D) The Respondent has not sought by collusion to obtain for itself any advantage over any other Respondent(s) or over the Township.

The Respondent, by submitting this proposal hereunder, certifies, to the best of his or her knowledge and belief, that:

A) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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.

B) 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.

C) The applicant or its' principals certify that they have never been debarred or suspended by the Federal Government and the applicant is not the successor organization to one that was.

Respectfully submitted,



Robert H. Linn, AIA
Registered Architect
Principal - Linn Architects
Project Team Leader

RHL/dr

AIA® Document B105® – 2017

Standard Short Form of Agreement Between Owner and Architect

AGREEMENT made as of the Ninth day of July in the year Two Thousand Twenty-Four
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Abington Township
1176 Old York Road
Abington, PA 19001

and the Architect:
(Name, legal status, address and other information)

Linn Architects
1140 North Providence Road
Media, PA 19063

for the following Project:
(Name, location and detailed description)

Renovations and Upgrades
Grove House
1383 Easton Road
Rosyln, PA 19001

The Owner and Architect agree as follows.

Linn Architects and its Engineering Consultants will provide professional services in accordance with the Abington Township RFP for Grove House, and the Proposal response by Linn Architects of May 23, 2024.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

Init.
/

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User Notes: (3B9ADA48)

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide architectural services for the Project as described in this Agreement. The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall assist the Owner in determining consulting services required for the Project. The Architect's services include the following consulting services, if any:

MEP Engineering, Landscape Architecture

During the Design Phase, the Architect shall review the Owner's scope of work, budget and schedule and reach an understanding with the Owner of the Project requirements. Based on the approved Project requirements, the Architect shall develop a design, which shall be set forth in drawings and other documents appropriate for the Project. Upon the Owner's approval of the design, the Architect shall prepare Construction Documents indicating requirements for construction of the Project and shall coordinate its services with any consulting services the Owner provides. The Architect shall assist the Owner in filing documents required for the approval of governmental authorities, in obtaining bids or proposals, and in awarding contracts for construction.

During the Construction Phase, the Architect shall act as the Owner's representative and provide administration of the Contract between the Owner and Contractor. The extent of the Architect's authority and responsibility during construction is described in AIA Document A105™–2017, Standard Short Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A105–2017, those modifications shall not affect the Architect's services under this Agreement, unless the Owner and Architect amend this Agreement.

ARTICLE 2 OWNER'S RESPONSIBILITIES

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall be entitled to rely on the accuracy and completeness of the Owner's information. The Owner shall furnish consulting services not provided by the Architect, but required for the Project, such as surveying, which shall include property boundaries, topography, utilities, and wetlands information; geotechnical engineering; and environmental testing services. The Owner shall employ a Contractor, experienced in the type of Project to be constructed, to perform the construction Work and to provide price information.

ARTICLE 3 USE OF DOCUMENTS

Drawings, specifications and other documents prepared by the Architect are the Architect's Instruments of Service, and are for the Owner's use solely with respect to constructing the Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the construction of the Project, provided that the Owner substantially performs its obligations under this Agreement, the Architect grants to the Owner a license to use the Architect's Instruments of Service as a reference for maintaining, altering and adding to the Project. The Owner agrees to indemnify the Architect from all costs and expenses related to claims arising from the Owner's use of the Instruments of Service without retaining the Architect. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information, or has permission from the copyright owner to transmit the information for its use on the Project.

ARTICLE 4 TERMINATION, SUSPENSION OR ABANDONMENT

In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services performed. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement. Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion. unless terminated by the Township as per paragraphs 1 and 2 of the Federal Terms and Conditions Section of the RFP

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User Notes: (3B9ADA48)

ARTICLE 5 MISCELLANEOUS PROVISIONS

This Agreement shall be governed by the law of the place where the Project is located. Terms in this Agreement shall have the same meaning as those in AIA Document A105–2017, Standard Short Form of Agreement Between Owner and Contractor. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or the Architect.

The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT

The Architect's Compensation shall be:

$43,900 as further outlined in the RFP response of May 23, 2024 (Proposal breakdown attached)

The Owner shall pay the Architect an initial payment of Zero Dollars and Zero Cents ($ 0.00) as a minimum payment under this Agreement. The initial payment shall be credited to the final invoice.

The Owner shall reimburse the Architect for expenses incurred in the interest of the Project, at cost - time and material - Not-to-Exceed $1,000.

Payments are due and payable upon receipt of the Architect's monthly invoice. Amounts unpaid Forty-five (45) days after the invoice date shall bear interest from the date payment is due at the rate of Six percent (6.00 %) , or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

(Paragraph Deleted)

ARTICLE 7 OTHER PROVISIONS

(Insert descriptions of other services and modifications to the terms of this Agreement.)

The RFP Grove House Architectural Design Services shall be considered to be a part of this contract.
The full 6 Tab RFP response of May 23, 2024 shall be considered to be a part of this contract.

This Agreement entered into as of the day and year first written above.

OWNER (Signature)	**ARCHITECT** (Signature)
(Printed name and title)	ROBERT LINN – PRINCIPAL *(Printed name, title, and license number, if required)*

Init. /

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User Notes: (3B9ADA48)

LINN ARCHITECTS
1340 N. PROVIDENCE ROAD MEDIA, PENNSYLVANIA 19063
(P) 610.566.7044 - (F) 610.566.3258 - LinnArchitects.com

PROFESSIONAL FEES
GROVE HOUSE RENOVATIONS

Programming, *Design, and Documentation Up Through Completion of Bid Documents*

Building

- Architecture/Team Leadership $14,500
- Structural Engineering $3,000
- MEP Engineering $5,600

Building Subtotal $23,100

Site

- Limited Site Survey $2,000
- Civil Engineering $2,500
- Land Planning/Landscape Architect $3,000*

Site Subtotal $7,500

Project Total Up through Completion of Bid Documents..... $30,600

Bidding Phase

- Architecture $2,500
- MEP Engineering $2,300

Bidding Phase $4,800

Construction Administration Phase

- Architecture/Project Management $6,500
- MEP Engineering $1,300
- Landscape Architecture $700*

Construction Administration Phase $8,500

PROJECT TOTAL..... $43,900*

Reimbursables

- Travel, reproduction costs - time and material basis not-to-exceed $1,000.

*Note: If Landscape Architecture services are not required Deduct $3,700.

BOARD OF COMMISSIONERS REGULAR PUBLIC MEETING

AGENDA ITEM

August 8, 2024

DATE

BOC-08-080824

AGENDA ITEM NUMBER

Administration

DEPARTMENT

FISCAL IMPACT
Cost > $10,000
Yes ☐ No ☐

PUBLIC BID REQUIRED
Cost > $20,100
Yes ☐ No ☐

AGENDA ITEM:

Billboard Ordinance

EXECUTIVE SUMMARY:

This Ordinance will help regulate the size of Billboards in the Township of Abington.

PREVIOUS BOARD ACTIONS:

6-13-24 - Motion approved to advertise Ordinance No 2216 and send to the Planning Commission for review.

RECOMMENDED BOARD ACTIONS:

Public Hearing and adoption of Ordinance No. 2216 amending the Code of the Township of Abington at Part II [General Legislation], Chapter 162 [Zoning], By Amending and Restating Article XXII [Signs] To Regulate the Size of Billboards.

ABINGTON TOWNSHIP
MONTGOMERY COUNTY, PENNSYLVANIA

ORDINANCE NO. 2216

AN ORDINANCE OF THE TOWNSHIP OF ABINGTON, MONTGOMERY COUNTY, PENNSYLVANIA, AMENDING THE CODE OF THE TOWNSHIP OF ABINGTON AT PART II [GENERAL LEGISLATION], CHAPTER 162 [ZONING], BY AMENDING AND RESTATING ARTICLE XXII [SIGNS] TO REGULATE THE SIZE OF BILLBOARDS

CERTIFICATION

I, RICHARD J. MANFREDI, BEING DULY SWORN ACCORDING TO LAW, DEPOSE AND SAY THAT I AM THE TOWNSHIP MANAGER IN ABINGTON TOWNSHIP, MONTGOMERY COUNTY, PA AND THAT ATTACHED HERETO IS A TRUE AND COMPLETE CORRECT COPY OF ORDINANCE NO. _____.

_____
Richard J. Manfredi, Township Manager
_____, 2024

ENACTED: _____

ABINGTON TOWNSHIP
MONTGOMERY COUNTY, PENNSYLVANIA

ORDINANCE NO. 2216

AN ORDINANCE OF THE TOWNSHIP OF ABINGTON, MONTGOMERY COUNTY, PENNSYLVANIA, AMENDING THE CODE OF THE TOWNSHIP OF ABINGTON AT PART II [GENERAL LEGISLATION], CHAPTER 162 [ZONING], BY AMENDING AND RESTATING ARTICLE XXII [SIGNS] TO REGULATE THE SIZE OF BILLBOARDS

WHEREAS, The Board of Commissioners of Abington Township is duly empowered by the First Class Township Code, 53 P.S. § 55101, *et seq.*, to enact certain regulations relating to the public health, safety welfare of the residents of Abington Township;

WHEREAS, The Board of Commissioners of Abington Township has adopted a comprehensive zoning ordinance, known as The Revised Abington Township Zoning Ordinance, as amended, in accordance with the provisions of Article VI of the Pennsylvania Municipalities Planning Code, 53 P.S. § 10101, et seq., which is intended to provide for the orderly development and redevelopment of Abington Township;

WHEREAS, the First Class Township Code and Pennsylvania Municipalities Planning Code, *supra*, authorize the Board of Commissioners to make, amend and adopt amendments to The Revised Abington Township Zoning Ordinance, as amended, that are consistent with the Constitution and laws of the Commonwealth that it deems necessary for the proper management and control of the Township and the best interests of its residents; and

WHEREAS, the Board of Commissioners of Abington Township has determined that certain amendments to The Revised Abington Township Zoning Ordinance, as amended, are required for the orderly administration of the laws of Abington Township; and

WHEREAS, the Board of Commissioners has determined that the Code of the Township of Abington should be amended to regulate the size of billboards for the maintenance of peace, good government, health and welfare of the Township and its residents.

*****

NOW, THEREFORE, BE IT HEREBY ORDAINED AND ENACTED by the Board of Commissioners of Abington Township that the Township's Code is amended as follows:

SECTION 1. Amendment to Chapter 162 [Zoning], Article XXII [Signs], Section 2208 [Signs Requiring a Permit] to regulate the size of billboards.

The Code of the Township of Abington, Part II [General Legislation], Chapter 162 [Zoning], Article XXII [Signs], Section 2208 [Signs Requiring a Permit] is hereby restated and amended by adding the underlined language (<u>example</u>), as follows:

Section 2208.2. Permanent Signs

…

D. BC Business Center District

…

4. Billboards:

a. Are permitted in the BC Business Center District only. No more than one (1) billboard is permitted in each of the five BC Business Center District areas (one in BC-Willow Grove Park, one in BC-Town Center, one in BC-Noble, one in BC-Foxcroft, and one in BC-Huntingdon Valley).

b. Are permitted on properties at least 10 acres in size.

c. Are permitted on properties having frontage of at least 200' on a street with a right-of-way of at least 80'.

d. Not more than one billboard is permitted per property or development tract.

e. No billboard shall have more than two sides.

f. Shall be set back at least 40' from all property lines.

g. The height of the billboard shall not exceed the setback of the billboard from the property line, up to a maximum height of 30'/

h. Must be set back at least 200' from any property where zoning permits a residential use.

i. <u>The sign face of any billboard shall not exceed 200 sq. ft.</u>

<u>SECTION 2.</u> Repeal and Ratification.

All ordinances or parts of ordinances inconsistent herewith or in conflict with any of the specific terms enacted hereby, to the extent of said inconsistencies or conflicts, are hereby specifically repealed. Any other terms and provisions of the Township's Code unaffected by this Ordinance are hereby reaffirmed and ratified.

SECTION 3. Severability.

Should any section, paragraph, sentence, clause, or phrase in this Ordinance be declared unconstitutional or invalid for any reason, the remainder of the Ordinance shall not be affected thereby and shall remain in full force and affect, and for this reason the provisions of this Ordinance shall be severable.

SECTION 4. Effective Date.

This Ordinance shall become effective five (5) days after enactment.

*****

ORDAINED AND ENACTED this _____ day of _____ 2024, by the Board of Commissioners of the Township of Abington.

TOWNSHIP OF ABINGTON
BOARD OF COMMISSIONERS

_____
THOMAS HECKER
President

[Seal]

Attested by:

_____
Richard J. Manfredi
Township Manager & Secretary

MONTGOMERY COUNTY
BOARD OF COMMISSIONERS

JAMILA H. WINDER, CHAIR
NEIL K. MAKHIJA, VICE CHAIR
THOMAS DIBELLO, COMMISSIONER

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MONTGOMERY COUNTY
PLANNING COMMISSION

MONTGOMERY COUNTY • PO BOX 311
NORRISTOWN, PA 19404-0311

610-278-3722
PLANNING@MONTGOMERYCOUNTYPA.GOV

SCOTT FRANCE, AICP
EXECUTIVE DIRECTOR

July 19, 2024

Mr. Rich Manfredi, Manager
Abington Township
1176 Old York Road
Abington, Pennsylvania 19001-3713

Re: MCPC #24-0154-001
Plan Name: Billboard Ordinance Text Amendment
Abington Township

Dear Mr. Manfredi:

We have reviewed the above-referenced zoning text amendment in accordance with Section 609 of Act 247, "The Pennsylvania Municipalities Planning Code," as you requested on July 11, 2024. We forward this letter as a report of our review.

BACKGROUND

The township proposes a zoning text amendment which would add a limit on the maximum area of billboards of 200 square feet.

RECOMMENDATION

The Montgomery County Planning Commission (MCPC) generally supports the applicant's proposal, however, in the course of our review we have identified the following issues that the township may wish to consider prior to zoning amendment adoption. Our comments are as follows:

REVIEW COMMENTS

MCPC MODEL SIGN ORDINANCE[1]

MCPC'S Model Sign Ordinance makes the following recommendations with regards to maximum area[2] of billboards:

[1] https://www.montgomerycountypa.gov/DocumentCenter/View/7070/Model-Sign-Ordinance_FINAL_04_29_2014?bidId=

A. Relationship to Speed Limit. The model recommends that a nexus be established between the maximum sign area for billboards and speed limit of the road on which it fronts (see table, below). The portions of Old York Road in Noble and at Abington Town Center, and Huntingdon Pike at Huntingdon Valley Shopping Center, for example, have speed limits of 40 miles per hour; in this case, the model would recommend a maximum billboard sign area of 100 square feet per side.

	Posted Speed Limit (MPH)				
	≤ 35	36 -45	46-55	56-65	Limited Access
Maximum Sign Area (sq. ft.)	60	100	150	200	300

B. Special Exception. The MCPC Model Sign Ordinance Recommends the following when larger sizes are allowed:

> *We strongly advise that any larger sign size be a special exception use. Factors that may be considered when granting a special exception could include things such as visibility from nearby residential or institutional uses; the impact on the greater community; and a demonstrated need for a larger sign due to certain roadway conditions. Individual municipalities should incorporate specific conditions for granting a special exception for a larger off-premises sign into their ordinance."*

CONCLUSION

We wish to reiterate that MCPC generally supports the applicant's proposal but we believe that our suggested revisions will better achieve the township's objectives for signage regulation.

Please note that the review comments and recommendations contained in this report are advisory to the municipality and final disposition for the approval of any proposal will be made by the municipality.

[2] The maximum size of signage recommended in the MCPC Model Sign Ordinance is based on "Street Graphics and the Law," a Planning Advisory Service report by Daniel Mandelker, William Ewald, and Andrew Bertucci.

Should the governing body adopt this proposed zoning ordinance amendment, Section 609 of the Municipalities Planning Code requires that we be sent an official copy within 30 days.

Sincerely,

Mike Narcowich, AICP
Community Planning Assistant Manager II
610.278.5238 – michael.narcowich@montgomerycountypa.gov

c: Nicholas Brown, Chair, Township Planning Commission
Khaled R. Hassan, P.E., Pennoni, Township Engineer
Allison A. Lee, P.E., Pennoni, Township Engineer
Michael P. Clarke, Esq., Rudolph Clarke, LLC, Township Solicitor
Greg R. Heleniak, Esq., Rudolph Clarke, LLC, Township Solicitor

BOARD OF COMMISSIONERS REGULAR PUBLIC MEETING

AGENDA ITEM

August 8, 2024	BOC-09-080824	FISCAL IMPACT
DATE	*AGENDA ITEM NUMBER*	Cost > $10,000
		Yes ☐ No ☐
Administration		PUBLIC BID REQUIRED
DEPARTMENT		Cost > $20,100
		Yes ☐ No ☐

AGENDA ITEM:

LD-23-03 - 1583 Rothley Avenue

EXECUTIVE SUMMARY:

Under this Preliminary/Final Land Development application, the Applicant is proposing to consolidate the following existing two (2) adjoining parcels:

1583 Rothley Avenue (Parcel #30-00-60076-00-5) - Consists of 6,008 SF and containing the existing two (2)-story masonry multi-use building; a portion of the 4 feet high chain link fencing; a portion of the asphalt parking area; a retaining wall along the northern property line to the rear of the existing building; and concrete steps, concrete wall with raised planters, and concrete area fronting the building off of Rothley Avenue.

Rothley Avenue land parcel {Parcel #30-00-60072-00-9) - Consists of 6,225 SF and containing the remaining portion of the existing asphalt parking area and remaining 4 feet high chain link fencing that surrounds the rear of the property.

Upon consolidation, the total consolidated parcel will be 12,233 SF (or 0.2808 acres).

PREVIOUS BOARD ACTIONS:

n/a

RECOMMENDED BOARD ACTIONS:

Motion to approve the Preliminary/Final Major Subdivision and Land Development for LD-23-03 - 1583 Rothley Avenue.

June 7, 2024

ABINT130034

Mr. Richard Manfredi, Township Manager
Abington Township
1176 Old York Road
Abington, PA 19001

RE: Executive Summary for LD-23-03-1583 Rothley Avenue
PARID: 30-00-60076-00-5/ TMID: 30200 002
PARID: 30-00-60072-00-9/ TMID: 30200 003
Preliminary/Final Major Subdivision & Land Development Plans Review (2nd Submission)

Dear Mr. Manfredi:

We have received a copy of the "Preliminary/Final Land Development Plans" consisting of thirteen (13) sheets dated August 14, 2023, last revised March 27, 2024, as well as a Stormwater Management & Erosion and Sediment Control Plan Narrative, dated the same, and both received on April 15, 2024; as prepared by Charles E. Shoemaker, Inc., located at 110 Keystone Drive, Montgomeryville, PA, for the above referenced project on behalf of the equitable owner, Dolson, LLC (the Applicant).

Under this Preliminary/Final Land Development application, the Applicant is proposing to consolidate the following existing two (2) adjoining parcels:

- 1583 Rothley Avenue (Parcel #30-00-60076-00-5) – Consists of 6,008 SF and containing the existing two (2)-story masonry multi-use building; a portion of the 4 feet high chain link fencing; a portion of the asphalt parking area; a retaining wall along the northern property line to the rear of the existing building; and concrete steps, concrete wall with raised planters, and concrete area fronting the building off of Rothley Avenue.
- Rothley Avenue land parcel (Parcel #30-00-60072-00-9) – Consists of 6,225 SF and containing the remaining portion of the existing asphalt parking area and remaining 4 feet high chain link fencing that surrounds the rear of the property.

Upon consolidation, the total consolidated parcel will be 12,233 SF (or 0.2808 acres). In addition to the proposed lot consolidation, the Applicant is proposing the following site improvements under this land development application:

- Renovate the existing two (2)-story masonry building on the 1583 Rothley Avenue parcel and convert the building into three (3) single-family attached townhomes. Each new townhome will have two (2) stories.
- Demolish the existing concrete areas fronting the building; chain link fencing; retaining wall; and depressed curb leading to the existing asphalt parking area.
- Demolish and extend the existing parking lot on the Rothley Avenue land parcel to construct a new larger parking lot with six (6) off-street parking spaces located off of Rothley Avenue for the residents of the townhomes.
- Construct new 4 feet wide concrete sidewalk and curbing along Rothley Avenue; new 5 feet wide concrete walkway for access to the new townhomes; curb ramp; stormwater facilities; retaining walls; exterior wall mounted lighting; and landscaping.

This project is located within the R-4 – Residential High Density Zoning District. The site is fronted by Rothley Avenue to the west; SEPTA railroad to the east; and residential properties zoned within the R4 – High Density Residential Zoning District to the north and south.

In accordance with the FEMA, Flood Insurance Rate Map (FIRM) Panel No. 42091C0313G, effective March 2, 2016, the tract is identified to be primarily located within Zone X primarily located within Zone X, an area outside the 0.2% chance flood and minimal flood hazard. Therefore, based on the FEMA FIRM determination, this site is not located within the Floodplain Conservation District, and is therefore not subject to the floodplain regulations of the Floodplain Conservation District. In addition, per the Abington Township Riparian Corridor Analysis Map, Figure 15.2, this parcel is not located within and intersecting the Riparian Corridor; and is not subject to the regulations of the Riparian Corridor Conservation District.

There are existing precautionary (slopes of 15% to 25%) and prohibited (slopes of 25% and up) steep slopes on the site based on our calculations of the topographic contours on the Existing Features/Demolition Plan (Sheet 5). However, these existing steep slopes on the site do not span five contiguous 10-foot contour intervals; and therefore, the site is not located within the steep slope conservation overlay district, and the site is not subject to the Steep Slope Conservation Overlay District requirements.

Variances Received:

The Applicant was granted the following variances by the Abington Township Zoning Hearing Board under Zoning Application No. 23-02, based on the Zoning Decision dated March 21, 2023:

1. **§601 – Comprehensive Use Matrix** – A variance to permit townhome use; and

2. **§2103.H.9.(1) – Use Regulations** – A variance to permit three (3) two-story townhomes without the minimum 18-inch variation in setback at every second unit.

The variances were granted subject to the conditions:

1) That construction upon and use of the Subject Property shall be in substantial conformance with the testimony, exhibits, and other evidence presented at the Public Hearing on this matter; and

2) That the two parcels currently comprising the Subject Property be consolidated as part of the land development approval process with Abington Township.

Waivers Requested:

1. **§146.9.A.(1) and (2) – Preliminary and Final Plan Stages** – A waiver to permit preliminary and final stages to run concurrently.

2. **§146-11.B.(7) – Utilities** – A waiver from the requirement to provide all utility information within 400 feet of the subject property.

3. **§146-11.J – Recreational Facilities Plan** – A waiver from the requirement to provide recreational facilities.

4. **§146-33.C – Drainage Location** – A waiver to permit storm drainage pipes on-site to have a protected cover less than 24 inches.

5. **§146-33.D – Drainage Size, Grade, and Type** – A waiver to permit high density polyethylene (HDPE) and PVC storm drainage pipes and with less than 15 inches in diameter with grades less than 0.5%.

6. **§146-43.C.(3).(a) – Cut and Fill Slopes –** A waiver from the requirement that cut and fill slopes shall not be 15% or steeper.

Issues:

The following issues have been identified from the staff reviews as follows:

- Landscaping:
  - The Applicant is providing 1 understory tree (AC Autumn Brilliance Serviceberry) and 6 evergreen trees (Green Giant Arborvitae) along the southern parking lot perimeter. The Applicant may wish to spread out the evergreen trees along the southern perimeter of the parking lot to provide a more uniform screening of the parking lot from the adjacent residential property.
  - The Applicant shall adequately address STC and EAC recommendations.
- Utilities:
  - The Applicant shall show the mechanical equipment for review on the land development plans and architectural plans to ensure the mechanical equipment will be adequately screened.
  - Existing 4-inch cast iron sanitary sewer should be exposed at the 8-inch sanitary sewer main in Rothley Avenue and the pipe should be permanently capped, plugged, or removed and sealed.
  - All sanitary sewer pipe shall be SDR-26 class pipe material.
- Stormwater Management:
  - With the addition of the ADA ramp along Rothley Avenue, the location of the curb discharge from yard drain 1 could cause water ponding at the ADA ramp. This water could freeze during the winters and cause pedestrian safety issues. It is recommended that the curb discharge be revised to be on the downslope side of the ADA ramp to avoid any potential water ponding issues at this ADA ramp.

Summary:

The Applicant would be eligible for Preliminary/Final Major Land Development Plans approval contingent the Applicant adequately addresses all review comments prior to recording plans review, and since the outstanding zoning comments can be addressed with changes to the LD plans without having to appear before the Zoning Hearing Board

If you have any questions or comments with this submittal, please do not hesitate to contact me.

Sincerely,

PENNONI ASSOCIATES INC.

Khaled R. Hassan, PE
Township Engineer

cc: Terry Castorina, Assistant to the Township Manager
Ashley McIlvaine, Assistant Township Manager & Assistant CAO

Escrow Agreement for Professional Review Fees for Pre-Submission Meeting

The undersigned hereby agrees to post an escrow to cover the costs of the review of subdivision and land development applications by the Township's Planner, Engineer(s), and Solicitor. The amount of said escrow shall be according to the attached "Schedule of Fees" and shall be posted at the time of initial submission of an application to the Township. Said fees shall be placed in an escrow account and any balance remaining shall be returned to the applicant subsequent to the receipt of final approval.

The applicant is advised that the "Schedule of Fees" represents only an estimate of the costs associated with plan review. The completeness and quality of the submission, the complexity of the project, the number of revisions and other factors may cause costs to exceed the established escrow amounts. If during the course of a subdivision/land development review an escrow amount falls to 10% of the original escrow amount or $250, whichever is greater, the Township may require the posting of additional escrow.

NOTE: NO FINAL APPROVALS, CONSTRUCTION, BUILDING OR OCCUPANCY PERMITS SHALL BE ISSUED UNTIL ALL OUTSTANDING PROFESSIONAL REVIEW FEES HAVE BEEN SATISFIED.

Signature: _____ Date: 7/28/23

Applicant

APPLICATION FOR SUBDIVISION/LAND DEVELOPMENT

PROJECT NAME: 1583 Rothley Ave

APPLICANT NAME: Dolson, LLC.

TO BE COMPLETED BY THE TOWNSHIP
Submission Information:

Application Number: LD-23-03
Project Title: 1583 Rothley Ave (Dolson, LLC)
File Date: 08/28/2023
Date Complete:
90 Day Date: Waived
Ward No.: 5

REQUIRED MATERIAL FOR ALL SUBDIVISION/LAND DEVELOPMENT APPLICATIONS:

1. This form **MUST** be completed and submitted.
2. A Subdivision/ Land Development Application MUST include all of the items listed in the application checklist in Section V to be considered complete.
3. Incomplete application will **NOT** be placed on the Planning Commission agenda. Incomplete applications will be returned to the applicant.
4. Complete applications must be received at least 45 DAYS (see schedule) prior to the Planning Commission meeting at which it will be heard.
5. Ten (10) full size paper copies, and one (1) 11x17 reduced copy of the plans, plus three (3) copies of each report or study are to be submitted in the initial submission of the complete application. A digital copy of all submitted documents must be included with the application.

   ***It is highly encouraged to submit applications in a digital format**

I. CONTACT INFORMATION

Applicant Information

Dolson, LLC c/o Ami Dolev
Name

323 Osceola Avenue, Elkins Park, PA 19027
Address

267-241-4614
Phone

Fax

ami@tevalandcaping.com
Email Address

Property Owners Information (if different than applicant)

Name

Address

Phone

Fax

Email Address

Architect/ Planner

GLP Architects, PC c/o Harold Lichtman
Name

120 Haddontowne Court, Cherry Hill, NJ 08054
Address

215-514-7799 (PA); 856-234-2389 (NJ)
Phone

Fax

hal@glparch.com
Email Address

Engineer/ Surveyor	Charles E. Shoemaker, Inc. c/o Chad W. Brensinger, PE Name 110 Keystone Drive, Montgomeryville, PA 18936 Address
Engineer/ Surveyor Cont'd	215-887-2165 Phone Fax cbrensinger@ceshoemaker.com Email Address
Attorney	Amee Farrell, ESQ, Kaplin Stewart Name 910 Harvest Drive, Suite 200, Blue Bell, PA 19422 Address 610-260-6000 Phone Fax afarrell@kaplaw.com Email Address

II. PROJECT INFORMATION

Application Type:

____Minor Subdivision	____Minor Land Develop.	_X_Preliminary Major SD & LD
____Preliminary Major Subdivision	____Prelim. Major Land Develop.	_X_Final Major SD & LD
____Final Major Subdivision	____Final Major Land Develop.	

Full street address of the property: 1583 Rothley Ave, Willow Grove, PA 19090

Tax Parcel No.: 30-00-60076-00-5 30-00-60072-00-9 County Deed Book No.: 30-200-002 30-200-003 Page No.: 6009-01739

Description of Proposed Work: 2-lot consolidation; existing building to be renovated to (3) 2-story townhouses

Total Tract Acreage: 0.2808 AC Project Acreage: 0.31 AC

Zoning District: R-4 Existing Number of Lots: 2 Proposed Number of Lots: 1

Existing Sewer Flows: n/a Proposed Sewer Flows: 3 EDUs

Proposed Land Use:

____Single Family Detached	____Single Family Attached	____Single Family Semi-Detached	
_X_Multi-Family	____Commercial	____Office	____Industrial
____Other (Describe):			

III. REVIEW

Please complete the following section by circling a response:

• Have you met with the Zoning Officer regarding this plan?	(Yes)	No
• Are there known variances/any zoning relief necessary for this project?*	(Yes)	No
• If YES, have you submitted an application to the Zoning Hearing Board?	(Yes)	No
• Has this plan been heard by the Zoning Hearing Board?	(Yes)	No
• Has this plan been submitted to, considered by, or received any formal action by the Planning Commission or Board of Commissioners in the past?	Yes	(No)

*Please be advised that if any variances are found to be necessary during the course of the review of this plan, you will be required to go to the Zoning Hearing Board prior to proceeding to the Planning Commission. In addition, you will be requested to grant the Township a waiver to the 90-day action period or an immediate denial of this application will be made, and you will be required to resubmit the application.

It is recommended that ALL Land Development and Major Subdivision applications have a pre-submission meeting to discuss the project prior to full application submittal.

Minor Subdivision applications may request a pre-submission meeting; if one is desired.

Meetings are typically held the fourth Tuesday of each month at the Township Administrative Offices.

Applicants assume responsibility of any fees associated with this meeting.

Applicant signature _____ 7/28/23 Date

To schedule a pre-submission meeting, please contact the Office of the Township Manager at 267-536-1003 or email TCastorina@abingtonpa.gov

IV. WAIVERS

List of Requested Waivers: Attach separate sheet if required.

Section/Requirement:	Relief Requested:
S.O. Sec. 146-11.B.(7) - UTILITIES	Partial waiver to allow showing existing feature via and aerial plan
S.O. Sec. 146.9.A (1) & (2)	To allow Preliminary and Final stages to run concurrently
S.O. Sec. 146-11.J - RECREATIONAL FACILITIES PLAN	Waiver from the requirement to provide recreational facilities;
S.O. Sec. 146-43.C.(3)(a) - CUT AND FILL SLOPES	Waiver from the requirement cut and fill slopes not be 15% or steeper. Some lawn area exceeds 15% but shown
S.O. Sec. 146-33.C - DRAINAGE LOCATION	Waiver to permit storm drainage pipes on-site to have a protected cover of less than 24 inches. Due to site conditions, the 4" PVC overflow pipe system has a minimum cover of 2" in lawn areas adjacent to the trench drain in the Rothley Avenue sidewalk
S.O. Sec. 146-33.D - DRAINAGE SIZE, GRADE, AND TYPE	Waiver to permit high density polyethylene (HDPE) and PVC storm drainage pipes and with less than 15 inches diameter and with grades less than 0.5 percent. The Infiltration bed system contains perforated 12 inch HDPE distribution pipes set at a level grade and a 6" & 4" PVC

V. SUBMISSION

APPLICATION CHECKLIST

The applicant is responsible for the submission of a complete application. This checklist will aid both the applicant and staff in ensuring that all applications are complete. The following is a per item submission checklist for all Subdivision, Land Development and Conditional Use Applications for the Township of Abington.

- X Application Form: completed and signed by the owner/applicant
- X 10 (ten) copies of the proposed plan, folded to legal file size. Plan should not be smaller than 1" = 50' and not exceed a sheet size of 24"x 36"
- X One (1) reduced copy of the proposed plan, no larger than 11"x17"
- X Two (2) sets of tentative architectural plans for all applications proposing construction or land development
- n/a One (1) copy of the Recreation Facilities Plan (if required by §146-40)
- X Letter of Sanitary Sewer availability from the Township Wastewater Treatment Department
- n/a Two (2) copies of Sewage Facilities Planning Module Applications
- X Letter of Water availability from AQUA PA
- X One (1) copy of any previous Zoning Hearing Board decisions related to the subject property
- X One (1) digital copy of all submitted documents
- X Application Fee: Check made payable to the Township of Abington
- X Escrow Fee: Check made payable to the Township of Abington. Separate check from application fee

VI. SIGNATURE

The undersigned represents that to the best of his/her knowledge and belief, all the above statements are true, correct, and complete.

Signature of Applicant — Date: 7/28/23

Signature of Property Owner (if different than applicant) — Date

THE FOLLOWING IS FOR INTERNAL USE ONLY:

PAYMENT

____ Application Fee Amount: $_____ Check No.: #_____

____ Review Escrow Fee Amount: $_____ Check No.: #_____

DECISION INFORMATION

Approval _____ Denial_____ Decision Date: _____

Comments/Conditions:_____

_____

_____

_____

_____

PLANNING PROCESS EXTENSION AGREEMENT

FOR

1583 Rothley Avenue

PROJECT NAME

The Pennsylvania Municipality Planning Code (MPC) and the Abington Township Subdivision and Land Development Ordinance state that action must be taken by the Township within ninety (90) days after a complete application is filed with the Township. In the Township, complicated, unique, and community impactful projects have or may require additional time in order to complete a thorough review before being considered for approval. As such, an applicant may voluntarily waive the timing requirement at any time, but is encouraged to submit this waiver with the completed application.

I, the applicant, hereby voluntarily waive the timing requirement as set forth in the MPC (Section 53 P.S. 10508) and the Abington Township Subdivision and Land Development Ordinance (Section 146-13). Applicant acknowledges that this waiver can be revoked at any time upon written notice to the Township Manager. The time limitations set forth in 53 P.S. 10508 and Section 146-13 of the Abington Township Code shall be calculated from the date that the written revocation is received by the Township Manager.

Signed: _____ Date: 7/28/23
Applicant

Received: _____ Date: _____
Township

Escrow Agreement for Professional Review Fees for Subdivision/Land Development Applications

The undersigned hereby agrees to post an escrow to cover the costs of the review of subdivision and land development applications by the Township's Planner, Engineer, and Solicitor. The amount of said escrow shall be according to the attached "Schedule of Fees" and shall be posted at the time of initial submission of an application to the Township. Said fees shall be placed in an escrow account and any balance remaining shall be returned to the applicant subsequent to the receipt of final approval.

The applicant is advised that the "Schedule of Fees" represents only an estimate of the costs associated with plan review. The completeness and quality of the submission, the complexity of the project, the number of revisions and other factors may cause costs to exceed the established escrow amounts. If during the course of a subdivision/land development review an escrow amount falls to 10% of the original escrow amount or $250, whichever is greater, the Township may require the posting of additional escrow.

NOTE: NO FINAL APPROVALS, CONSTRUCTION, BUILDING OR OCCUPANCY PERMITS SHALL BE ISSUED UNTIL ALL OUTSTANDING PROFESSIONAL REVIEW FEES HAVE BEEN SATISFIED.

Signed: _____ Date: 7/28/23

Applicant

Applicant Request for County Review

This request should be filled out by the applicant and submitted to the municipality where the application is being filed along with digital copies of all plan sets/information. Municipal staff will electronically file the application with the county, and a notice for the prompt payment of any fees will be emailed to the Applicant's Representative.

MONTGOMERY COUNTY PLANNING COMMISSION
MCPC
P.O. Box 311, Norristown, PA 19404-0311
Phone: 610-278-3722
Business Hours: 8:30 A.M. to 4:15 P.M.
www.planning.montcopa.org

Date: June 22, 2023
Municipality: Abington Township

Proposal Name: 1583 Rothley Ave

Applicant Name: Dolson LLC.
Address: 323 Osceola Avenue
City/State/Zip: Elkins Park, PA 19027
Phone: 267-241-4614
Email: ami@tevalandscaping.com

Applicant's Representative: Chad W. Brensinger, PE Charles E. Shoemaker, Inc
Address: 110 Keystone Drive
City/State/Zip: Montgomeryville, PA 18936
Business Phone (required): 215-887-2165
Business Email (required): cbrensinger@ceshoemaker.com

Type of Review Requested:

(Check All Appropriate Boxes)

- ☒ Land Development Plan
- ☒ Subdivision Plan
- ☒ Residential Lot Line Change
- ○ Nonresidential Lot Line Change
- ○ Zoning Ordinance Amendment
- ○ Zoning Map Amendment
- ○ Subdivision Ordinance Amendment
- ○ Curative Amendment
- ○ Comprehensive / Other Plan
- ○ Special Review*

**(Not included in any other category - includes parking lot or structures that are not associated with new building square footage)*

Type of Plan:

- ○ Tentative (Sketch)
- ☒ Preliminary / Final

Type of Submission:

- ☒ New Proposal
- ○ Resubmission*

** A proposal is NOT a resubmission if A) The proposed land use changes, or B) The amount of residential units or square footage proposed changes more than 40%, or C) The previous submission was over 5 years ago.*

Zoning:

Existing District: R-4 "Medium-High Density Residential"
Special Exception Granted ○ Yes ☒ No
Varian Granted ○ Yes ☒ No For _____

Plan Information:

Tax Parcel Number(s) 30-00-60076-00-5
30-00-60072-00-9

Location *(address or frontage)* 1583 Rothley Ave
Nearest Cross Street Hamilton Ave
Total Tract Area 0.2808
Total Tract Area Impacted By Development 0.2808

(If the development is a building expansion, or additional building on existing development, or only impacts a portion of the tract, please provide a rough estimate of the land impacted, including associated yards, drives, and facilities.)

Land Use(s)	Number of New Lots	Number of New Units	Senior Housing Yes	Senior Housing No	Open Space Acres*	Nonresidential New Square Feet
Single-Family						
Townhouses/Twins	1	3		X	0	
Apartments						
Commercial						
Industrial						
Office						
Institutional						
Other						

**Only indicate Open Space if it will be on a separate lot or deed restricted with an easement shown on the plan.*

Additional Information:

Effective 5/1/18

Development within the Township of Abington:

Type of Application	Minimum Escrow Deposit	Application Fee
Residential Subdivision Application - maximum of four (4) proposed lots	$2,500.00	$300.00
Residential Subdivision Application - five (5) or more proposed lots	$5,000.00	$500.00
Residential Land Development Application - four (4) or fewer lots	$2,500.00	$300.00
Residential Land Development Application - five (5) or more lots	$5,000.00	$500.00
Non-Residential Subdivision or Land Development Application	$10,000.00	$1,000.00

BE IT FURTHER RESOLVED, that failure to submit the above listed required escrow deposit shall deem an application incomplete. No application shall be processed or reviewed unless and until all of the above fees have been paid.

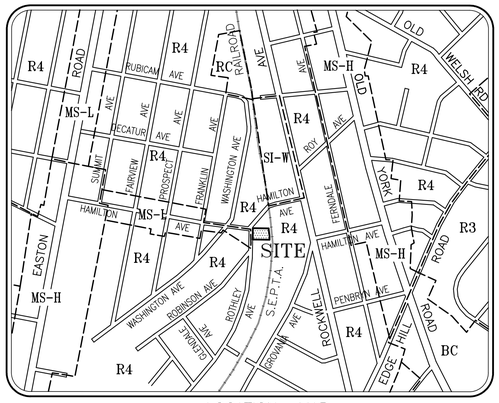
BE IT FURTHER RESOLVED, that a nonrefundable 15% administrative fee shall be automatically deducted from all escrow deposits.

BE IT FURTHER RESOLVED, that the applicant or his/her agent shall reimburse to the Township from such escrow the reasonable and necessary professional expenses incurred by the Township in the review and approval process of the application and plan, including but not limited to, fees for the services of the Township Engineer related to the review and consideration of the application and plan, and fees for the services of the Township Solicitor related to the

PRELIMINARY/FINAL
LAND DEVELOPMENT PLAN

#1583 ROTHLEY AVENUE

ABINGTON TOWNSHIP
MONTGOMERY COUNTY, PENNSYLVANIA



LOCATION MAP
SCALE: 1" = 600'

OWNER/DEVELOPER

DOLSON, LLC
c/o AMI DOLEV
323 OSCEOLA AVENUE
ELKINS PARK, PA 19027
267-241-4614

SITE ADDRESS

1583 ROTHLEY AVENUE
WILLOW GROVE, PA 19090

ATTORNEY

KAPLIN/STEWART ATTORNEYS AT LAW
UNION MEETING CORPORATE CENTER
910 HARVEST DRIVE
P.O. BOX 3037
BLUE BELL, PA 19422-0765
C/O AMEE S. FARRELL, ESQ.
610-260-6000

ARCHITECT

GLP ARCHITECTS, PC
400 GREENWOOD AVENUE
WYNCOTE, PA 19095
C/O HAROLD LICHTMAN, AIA, PP
215-514-7799

LANDSCAPE DESIGN

INFOCUS PLANNING
1121 N. BETHLEHEM PIKE
SUITE 60
SPRING HOUSE, PA 19477
C/O RACHEL SCLAN VAHEY, RLA, ASLA, LEED AP
215-758-2540

* PLAN SHEETS 1, 2, & 3 TO BE RECORDED WITH THE COUNTY RECORDER OF DEEDS OFFICE. PLAN SHEETS 4-11 AND LANDSCAPE PLANS LP-1, INCLUSIVE, ON RECORD AT ABINGTON TOWNHIP, SHALL BE CONSIDERED A PART OF THE APPROVED FINAL PLAN AS IF RECORDED WITH SAME.

LIST OF DRAWINGS

	CIVIL SITE PLANS *SHEET No.*	*PLAN TITLE*	LAST REVISED
*	1 OF 11	COVER SHEET	3/27/2024
*	2 OF 11	LOT CONSOLIDATION PLAN	3/27/2024
*	3 OF 11	LAND DEVELOPMENT PLAN	3/27/2024
	4 OF 11	PROPERTY IDENTIFICATION PLAN	3/27/2024
	5 OF 11	ERSAM: EXISTING FEATURES/DEMOLITION PLAN	3/27/2024
	6 OF 11	PCSM: GRADING AND UTILITY PLAN	3/27/2024
	7 OF 11	EROSION & SEDIMENT CONTROL PLAN	3/27/2024
	8 OF 11	EROSION & SEDIMENT CONTROL NOTES	3/27/2024
	9 OF 11	EROSION & SEDIMENT CONTROL DETAILS	3/27/2024
	10 OF 11	CONSTRUCTION DETAILS	3/27/2024
	11 OF 11	ADA RAMP DETAILS	3/27/2024
	LANDSCAPE PLANS *SHEET No.*	*PLAN TITLE*	
		InFocus Planning, Landscape Architecture	
	LP-1	LANDSCAPE & LIGHTING PLAN	3/27/2024
	LP-2	LANDSCAPE & LIGHTING DETAILS	3/27/2024

CERTIFICATIONS

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF MONTGOMERY

On the _____ day of _____, 2023, before me the subscriber, a Notary Public of the Commonwealth of Pennsylvania, residing in _____ County, personally appeared AMI DOLEV, who acknowledged himself to be the President of Dolson, LLC, and that as President, and being authorized to do so, he executed the foregoing plan by signing that the said corporation is the owner of the designated land, that all necessary approvals of the plan have been obtained and is endorsed thereon, and desire that the forgoing plan may be duly recorded.

_____ My Commission Expires

_____ Notary Public

CERTIFICATION OF TRUE OWNERSHIP

I, AMI DOLEV, President of DOLSON, LLC., do hereby certify that the title of the property is in the name of DOLSON, LLC., as recorded in the office for recording of deeds in Deed Book 6009 Page 01739, Co. Parcel No. 30-00-60076-00-5 Block 200, Unit 002 and Co. Parcel No. 30-00-60072-00-9, Block 200, Unit 003

_____
AMI DOLEV, PRESIDENT
DOLSON, LLC

TOWNSHIP ENGINEER'S CERTIFICATION

Approved by the Township Engineer for Abington Township, Montgomery County, PA this _____ day of _____, 2024.

_____
Township Engineer

TOWNSHIP SIGNATURES

Approved by the Board of Commissioners of the Township of Abington this _____ day of _____, 2024.

_____
President

Attest _____
Secretary

RECORDER OF DEEDS

Recorded in the Office for the Record of Deeds, etc., Norristown, Pennsylvania, in Plan Book _____, Page No. _____, on _____, by _____.

MCPC No. 23-0172-001

PROCESSED and REVIEWED. Report prepared by Montgomery County Planning Commission in accordance with the Municipalities Planning Code.

Certified this date _____

_____
For the Director
Montgomery County Planning Commission

ZONING HEARING BOARD GRANTED THE FOLLOWING VARIANCES HEARING No. 23-02, GRANTED MARCH 21, 2023:

1. Z.O. Sec. 601, Comprehensive Use Matrix to permit townhome use H-9
2. Z.O. Sec. 2103.H-9.(1) – to permit three (3) two-story townhomes without the minimum 18-Inch facade variation in setback at every second unit.

   Subject to the following conditions:

   1) that construction upon and use of the Subject Property shall be in substantial conformance with the testimony, exhibits, and other evidence presented at the Public Hearing on this matter;
   2) that the two parcels currently comprising the Subject Property, be consolidated into one parcel as part of the land development approval process with Abington Township.

WAIVERS REQUESTED:

1. S.O. Sec. 146-11.B.(7) – UTILITIES – Waiver of the requirement to provide all utility information within 400 feet of the subject property
2. S.O. Sec. 146-11.J – RECREATIONAL FACILITIES PLAN – Waiver from the requirement to provide recreational facilities
3. S.O. Sec. 146-43.C.(3)(a) – CUT AND FILL SLOPES – Waiver from the requirement cut and fill slopes not be 15% or steeper. Some lawn area exceeds 15% but shown not greater than 25% (4:1)
4. S.O. Sec. 146-33.C – DRAINAGE LOCATION – Waiver to permit storm drainage pipes on-site to have a protected cover of less than 24 inches. Due to site conditions, the 4" PVC overflow pipe system has a minimum cover of 2" in lawn areas adjacent to the trench drain in the Rothley Avenue sidewalk
5. S.O. Sec. 146-33.D – DRAINAGE SIZE, GRADE, AND TYPE – Waiver to permit high density polyethylene (HDPE) and PVC storm drainage pipes and with less than 15 inches diameter and with grades less than 0.5 percent. The infiltration bed system contains perforated 15 inch HDPE distribution pipes set at a level grade and a 6" & 4" PVC outfall system
6. S.O. Sec. 146.9.A (1) & (2) – PRELIMINARY AND FINAL PLAN STAGES – Waiver to permit preliminary and final stages to run concurrently

STORMWATER MANAGEMENT:

MUNICIPAL OFFICIAL CERTIFICATION

I, _____, on this date _____, has reviewed and hereby
(Municipal official or designee)
certifies that the Stormwater Management Site Plan meets all design standards and criteria of the Municipal Ordinance No. 2100.

APPLICANT/OWNERS ACKNOWLEDGEMENT

I, AMI DOLEV, on this date _____, acknowledge that any revision to the approved drainage plan must be approved by the Municipality, and that a revised erosion and sediment control plan must be submitted to the Municipality or Conservation District for approval.

DESIGN ENGINEER CERTIFICATION

I, CHAD W. BRENSINGER, P.E., on this date _____, hereby certify that the drainage plan meets all requirements of the Department of Environmental Protection's (DEP's) regulations and this Township.

CIVIL ENGINEERS / LAND SURVEYORS

CHARLES E. SHOEMAKER, INC.
110 KEYSTONE DRIVE
MONTGOMERYVILLE, PA 18936
215-887-2165

COMMONWEALTH OF PENNSYLVANIA – REGISTERED PROFESSIONAL – CHAD WILLIAM BRENSINGER – ENGINEER No.074209E

CHAD W. BRENSINGER, P.E. No. 074209-E _____ Date

COMMONWEALTH OF PENNSYLVANIA – REGISTERED PROFESSIONAL – GARY A. TILFORD – LAND SURVEYOR SU-033144-E

GARY A. TILFORD, PLS No. SU-033144-E _____ Date

CHARLES E. SHOEMAKER, INC.
ENGINEERS & LAND SURVEYORS
110 KEYSTONE DRIVE
MONTGOMERYVILLE, PA 18936
PHONE: 215-887-2165
FAX: 215-576-7791
E-MAIL: staff@ceshoemaker.com

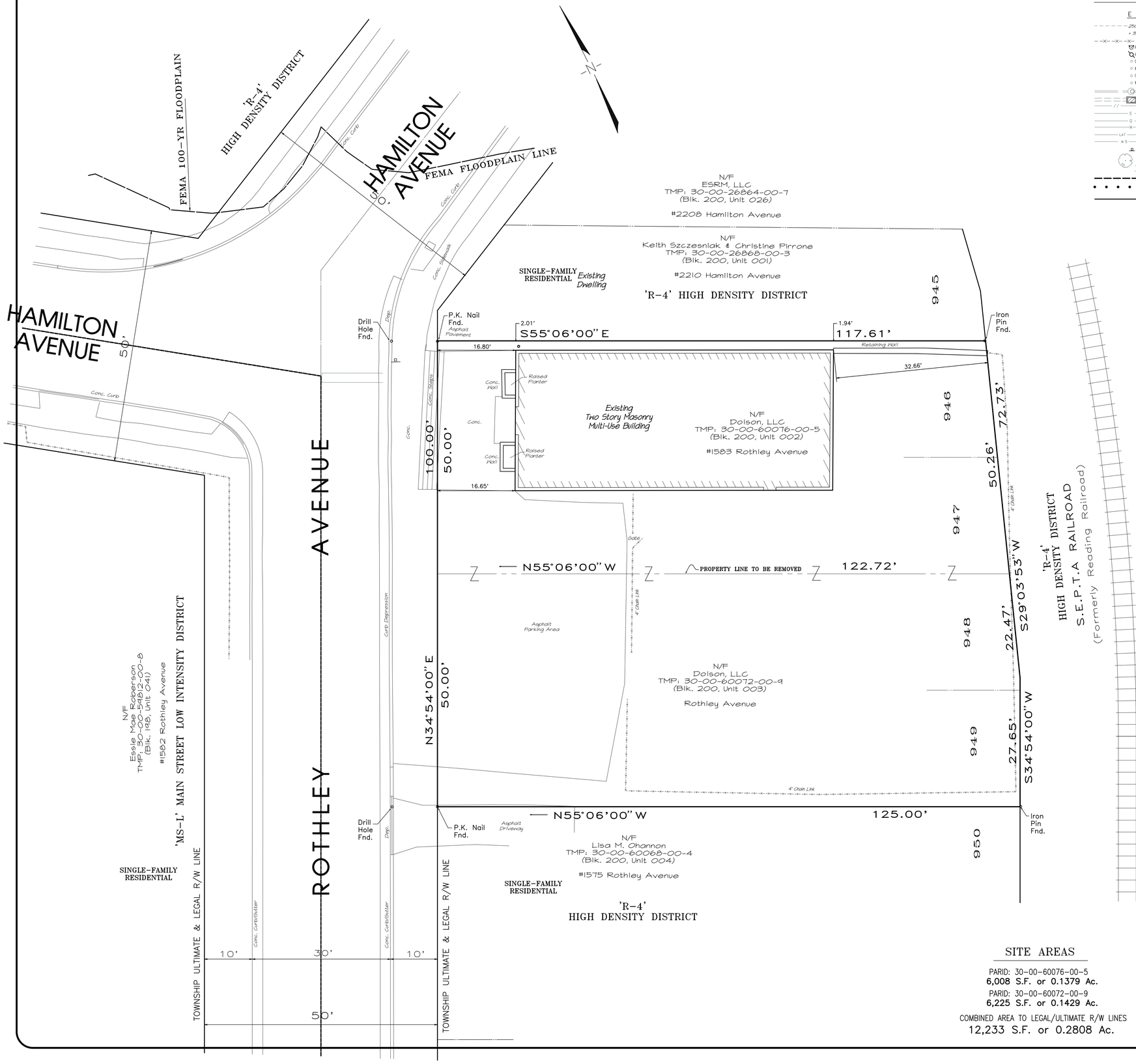
RECORD OWNER
DOLSON, LLC
c/o AMI DOLEV,
323 OSCEOLA AVENUE
ELKINS PARK, PA 19027
267-241-4614

COUNTY PARCEL NO.	SITE ADDRESS
30-00-60076-00-5	1583 ROTHLEY AVE
30-00-60072-00-9	WILLOW GROVE, PA 19090
BLOCK – UNIT	DEED BOOK – PAGE
200-002	6009-01739
30-200-003	

DATE	NO	REVISION	BY
3/27/2024	1	TOWNSHIP REVIEW #1	CWB

COVER SHEET OF *1583 ROTHLEY AVENUE* *PREPARED FOR* DOLSON, LLC
ABINGTON TOWNSHIP, MONTGOMERY COUNTY, PA.

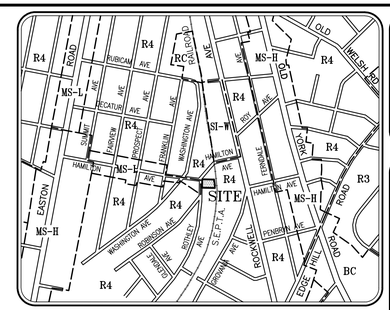
DATE AUGUST 14, 2023
DWG NO. A-1-1881
JOB NO. 26670A
SHEET NO. 1 OF 11



LEGEND

EXISTING

- CONTOUR LINE
- SPOT ELEVATION
- FENCE LINE
- FIRE HYDRANT
- UTILITY POLE
- GAS VALVE
- WATER VALVE
- SEWER CLEAN OUT
- WATER CURB STOP
- SANITARY SEWER
- STORM SEWER
- OVERHEAD WIRE
- UG ELECTRIC CONDUIT
- GAS LINE
- WATER LINE
- SANITARY SEWER LATERAL
- WATER SERVICE
- TRAFFIC SIGN
- DICIDUOUS TREE
- EVERGREEN TREE
- ZONING DISTRICT LINE
- SOIL LINE
- FEMA 100-YR FLOOD PLAIN LINE (ZONE A – BFE NOT DETERMINED)



LOCATION MAP
SCALE: 1" = 800'

'R4' MEDIUM-HIGH-DENSITY RESIDENTIAL DISTRICT

LOT USE: SEC. 601, Use Matrix Chart
EXISTING USE: Commercial Business & (1) Apartment – Multi-Use ✱ (First Floor) (Second Floor)

REGULATION	Z.O. SEC. No.	REQUIRED	EXISTING
DIMENSIONAL STANDARDS:	SEC. 602		
LOT AREA, Min.		7,500 S.F.	12,233 S.F.
LOT WIDTH @ BSBL,Min.		50 FT.	100 FT.
LOT DEPTH		100 FT.	125.0 FT.
BUILDING SETBACKS:			
FRONT YARD, Min.		20 FT.	16.65 FT. ✱
SIDE YARD, Min.		10 FT.	1.94 FT. ✱
REAR YARD, Min.		25 FT.	32.66 FT.
LOT COVERAGE:			
BUILDING COVER, Max.		40 %	2,055 S.F./16.8%
IMPERVIOUS COVER, Max.		55 %	4,953 S.F./40.5%
GREEN AREA, Min.		45 %	7,280 S.F./59.5%
BUILDINGS:			
BUILDING HEIGHT, Max.		35 FT.	<35 FT.
BUILDING LENGTH, Max.		100 FT.	68.16 FT.
RESIDENTIAL DWELLING SEPARATION, Min.		20 FT.	9.0 FT. ✱

✱ EXISTING NON-CONFORMING CONDITION

EXISTING IMPERVIOUS COVER:

BUILDING	2,055 S.F.
ASPHALT	2,369 S.F.
CONC/WALKS	476 S.F.
WALLS	53 S.F.
TOTAL	4,953 S.F.

REFERENCE PLANS:

a) Plan of Willow Grove, Division No. 2 prepared for William T. B. Roberts & Son dated Septermber 1, 1905.

b) Plan of Property made for Glenside Bond and Mortgage Company by Charles E. Shoemaker, Inc., dated December 14, 1960, Dwg. No. A-1-656s.

c) Plan of Property made for Elisabeth Chapman by Charles E. Shoemaker, Inc., dated July 27, 1960 and last revised September 12, 1963, Dwg. No. A-1-637s.

d) Plan of Property made for Laruth Purnell by Donald John Boucher, PLS, dated September 8, 2000.

NOTES

1. Boundary information taken from deeds, plans of record, and field surveys performed by Charles E. Shoemaker, Inc. during July 2020 & October 2021. Metes and bounds shown are based on Deed Bearings. Rotation to State Plane Coordinate Syetem is (–) 8°30'28" counter clockwise.
2. Horizontal datum is based on NAD 83 SPC83 Pennsylvania (south), Geiod Model g2003u08 using Topcon Topnet Live virtual network.
3. Topography information shown taken from field surveys performed by Charles E. Shoemaker, Inc. during July 2020.
   Vertical Datum based on NAVD 1988, using Topcon Topnet Live virtual network. BENCH MARK: P.K. Nail located along the southeast right-of-way line of Rothley Avenue and southwest property corner, elevation = 287.91.
4. Existing underground utility locations were plotted from utility company plans supplied to us in accordance with PA ONE CALL or by physical survey locations. All underground utility locations are approximate only. Contractors are required by PA ONE CALL to verify the exact locations of all underground utilities prior to commencing excavation activities.
   Pennsylvania One Call Systems, Inc., phone No. 1-800-242-1776
5. The subject parcel is served by public water by AQUA PA and public sanitary sewer disposal by the Abington Township Wastewater Department.
6. Site area is designated in Zone X, areas determined to be outside the 100-year flood plain as shown on FEMA Flood Insurance Rate Map of Montgomery County, Panel 313 of 451, Map No. 42091C0313G, effective March 2, 2016.
7. All soils are mapped as UrkB – Urban land-Edgemont Complex, 0 to 8 percent slopes by the United States Department of Agriculture National Resources Conservation Service Web Soil Survey of Montgomery County, PA, Version 15 dated June 5, 2020.

SITE AREAS

PARID: 30-00-60076-00-5
6,008 S.F. or 0.1379 Ac.
PARID: 30-00-60072-00-9
6,225 S.F. or 0.1429 Ac.
COMBINED AREA TO LEGAL/ULTIMATE R/W LINES
12,233 S.F. or 0.2808 Ac.

PROFESSIONAL SURVEYOR'S CERTIFICATION:

I, Gary A. Tilford, P.L.S., a Registered Professional Surveyor licensed in the Commonwealth of Pennsylvania, Surveyor No. 033144-E, do hereby certify to the best of my knowledge, the existing features, topography, and metes and bounds shown on this plan are in accordance with the minimum standards of practice for Professional Land Surveyors in the Commonwealth of Pennsylvania as adopted by the Pennsylvania Society of Land Surveyors July of 1996 (or as subsequently adopted). Field surveys were performed under my immediate supervision during July 2020 and October 2021, and all monuments and/or lot pins shown, exist as indicated or shall be placed as shown and that all dimensional and geodetic details are correct.

COMMONWEALTH OF PENNSYLVANIA — REGISTERED PROFESSIONAL — GARY A. TILFORD — LAND SURVEYOR — SU-033144-E

SIGNATURE: GARY A. TILFORD, P.L.S. PROFESSIONAL LAND SURVEYOR — *DATE*

RECORD OWNER
DOLSON, LLC
c/o AMI DOLEY
323 OSCEOLA AVENUE
ELKINS PARK, PA 19027
267-241-4614

COUNTY PARCEL NO.
30-00-60076-00-5
30-00-60072-00-9
BLOCK – UNIT
200 – 002
30 – 200 – 003

SITE ADDRESS
1583 ROTHLEY AVE
ROSLYN, PA 19001

DEED BOOK – PAGE
6009-01739

CHARLES E. SHOEMAKER, INC.
ENGINEERS & SURVEYORS
110 KEYSTONE DRIVE
MONTGOMERYVILLE, PA 18936
PHONE: 215-887-2165 FAX: 215-576-7791
E-MAIL: staff@cesheomaker.com

SCALE: 1" = 10'
0' 5' 10' 20' 30'

NO	DATE	REVISION	BY
1	3/27/2024	TOWNSHIP REVIEW #1	CWB

LOT CONSOLIDATION PLAN OF 1583 ROTHLEY AVENUE

PREPARED FOR
DOLSON, LLC
ABINGTON TOWNSHIP, MONTGOMERY COUNTY, PA.

DATE
AUGUST 14, 2023
DWG NO.
A-1-1882
JOB NO.
26670A
SHEET NO.
2 OF 11

REFERENCE PLANS:

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b) Plan of Property made for Glenside Bond and Mortgage Company by Charles E. Shoemaker, Inc., dated December 14, 1960, Dwg. No. A-1-656s.

c) Plan of Property made for Elisabeth Chapman by Charles E. Shoemaker, Inc., dated July 27, 1960 and last revised September 12, 1963, Dwg. No. A-1-637s.

d) Plan of Property made for Laruth Purnell by Donald John Boucher, PLS, dated September 8, 2000.

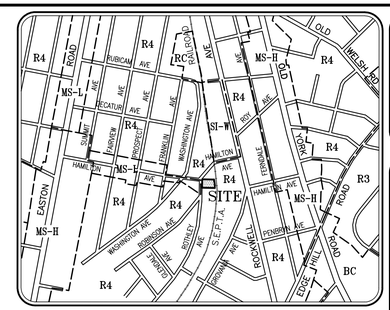
LEGEND

EXISTING

- 250 — CONTOUR LINE
- + 359.07 — SPOT ELEVATION
- FENCE LINE
- FH — FIRE HYDRANT
- UP — UTILITY POLE
- GV — GAS VALVE
- WV — WATER VALVE
- CO — SEWER CLEAN OUT
- WCS — WATER CURB STOP
- SANITARY SEWER
- STORM SEWER
- OVERHEAD WIRE
- TRAFFIC SIGN
- R — ZONING DISTRICT LINE
- SOIL LINE
- FEMA 100-YR FLOOD PLAIN LINE (ZONE A – BFE NOT DETERMINED)

PROPOSED

- TOWNHOUSE BUILDING
- ASPHALT PAVEMENT
- CONCRETE PAVEMENT
- TRAFFIC SIGN
- LAMP POST
- 6 — NUMBER OF PARKING SPACES



LOCATION MAP
SCALE: 1" = 800'

N/F
ESRM, LLC
TMP: 30-00-26864-00-7
(Blk. 200, Unit 026)
#2208 Hamilton Avenue

N/F
Keith Szczesniak & Christine Pirrone
TMP: 30-00-26868-00-3
(Blk. 200, Unit 001)
#2210 Hamilton Avenue

'R-4' HIGH DENSITY DISTRICT

SINGLE-FAMILY RESIDENTIAL

HAMILTON AVENUE
50'

FEMA 100-YR FLOODPLAIN

'R-4' HIGH DENSITY DISTRICT

FEMA FLOODPLAIN LINE

Conc. Curb

Elj Conc. Curb

Elj Conc. Handicap

Drill Hole Fnd.

Dep.

Asphalt Pavement

Ballard

P.K. Nail Fnd.

PROPOSED 4' FENCE

FENCE HEIGHT TRANSITION

PROPOSED 6' FENCE

2.01

S55°06'00"E

1.94'

117.61'

Iron Pin Fnd.

16.80'

68'-2"

10' SIDE YARD

32.66'

DESIGNATED TRASH TOTE AREA

EXISTING BUILDING TO BE RENOVATED INTO THREE (3) TWO STORY TOWNHOMES

30'-2"

30'-2"

72.73'

20' FRONT YARD

25' REAR YARD

100.00'

(P) CONC. SIDEWALK

4'

4'

16.65'

68'-2"

5'

(P) CONC. WALK

(P) CONC. CURB

18'

6

R:5'

9' TYP.

PROPOSED LAWN

PROPOSED LAWN/VEGETATION

'S'

5' TAPER

CONC. APRON

DEPRESSION (P). REPLACE CURB/GUTTER

N34°54'00"E

20'

24'

(P) ASPHALT PAVEMENT

5' TAPER

(P) CONC. CURB

'NP'

'NP'

(P) RETAINING WALL

15.67'

10' SIDE YARD

PROPOSED LAWN/VEGETATION

PROPOSED LAWN/VEGETATION

27.65'

S34°54'00"W

N55°06'00"W

125.00'

Drill Hole Fnd.

P.K. Nail Fnd.

Asphalt Pavement

Iron Pin Fnd.

S29°03'53"W

'R-4' HIGH DENSITY DISTRICT

S.E.P.T.A RAILROAD

(Formerly Reading Railroad)

N/F
Lisa M. Ohannon
TMP: 30-00-60068-00-4
(Blk. 200, Unit 004)
#1575 Rothley Avenue

SINGLE-FAMILY RESIDENTIAL

'R-4' HIGH DENSITY DISTRICT

N/F
Essie Mae Roberson
TMP: 30-00-59812-00-8
(Blk. 196, Unit 041)
#1582 Rothley Avenue

'MS-L' MAIN STREET LOW INTENSITY DISTRICT

SINGLE-FAMILY RESIDENTIAL

ROTHLEY AVENUE

Conc. Curb/Gutter

10' 30' 10'

50'

'R4' MEDIUM-HIGH-DENSITY RESIDENTIAL DISTRICT

LOT USE: SEC. 601, Use Matrix Chart
EXISTING USE: Commercial Business & (1) Apartment – Multi-Use ✱
PROPOSED USE: USE H-9, Three Townhouse Units **(V)**

REGULATION	Z.O. SEC. No.	REQUIRED	EXISTING	PROPOSED
DIMENSIONAL STANDARDS:	SEC. 602		COMBINED LOT	
LOT AREA, Min.		7,500 S.F.	12,233 S.F.	12,233 S.F.
LOT WIDTH @ BSBL,Min.		50 FT.	100 FT.	100 FT.
LOT DEPTH		100 FT.	125.0 FT.	125.0 FT.
BUILDING SETBACKS:				
FRONT YARD, Min.		20 FT.	16.65 FT. ✱	16.65 FT. ✱
SIDE YARD, Min.		10 FT.	1.94 FT. ✱	1.94 FT. ✱
REAR YARD, Min.		25 FT.	32.66 FT.	32.66 FT.
LOT COVERAGE:				
BUILDING COVER, Max.		40 %	2,055 S.F./16.8%	2,055 S.F./16.8%
IMPERVIOUS COVER, Max.		55 %	4,953 S.F./40.5%	6,185 S.F./50.6%
GREEN AREA, Min.		45 %	7,280 S.F./59.5%	6,048 S.F./49.4%
BUILDINGS:				
BUILDING HEIGHT, Max.		35 FT.	±14 FT	25 FT
BUILDING LENGTH, Max.		100 FT.	68.16 FT.	68.16 FT.
RESIDENTIAL DWELLING SEPARATION, Min.		20 FT.	9.0 FT. ✱	9.0 FT. ✱
ARTICLE XXI: Use Regulations:	SEC. 2103.H. Use H-9:			
TOWNHOME BUILDINGS	SEC. 2103.H. Use H-9.1.			
PARALLEL TO STREET LINE		NOT PERMITTED		PERPENDICULAR
NUMBER OF UNITS IN A ROW		3 Min., 8 Max.		3 UNITS
LENGHT OF BUILDING, Max.		180 FT.		68.17 FT.
FACADE SETBACK, Min.		18–Inch. Every 2nd DU		**(V)** 0 FT.
TOWNHOUSE UNITS	SEC. 2103.H. Use H-9.3.			
LOT SIZE, Min.		2,500 S.F./DU 2,500 S.F.x3 DU=7,500 S.F.		12,233 S.F.
ARTICLE XXV: Landscaping:				
BUFFERS AND SCREENS:	SEC. 2403, Figure 24.5			
PROPERTY LINE BUFFERS				
North & South Side Line (Residential/Residential)		None Required		N/A
East Rear Line (Railroad)		None Required		N/A
STREET TREES	SEC. 2402.B.2.c.	One/40 L.F. 100 L.F. / 40 = 3 TREES		3 STREET TREES
PARKING:	SEC. 2304.H.9.	Use H-9 Townhome Dwelling Unit (Single–Family Attached)		
NUMBER OF SPACES, Min.	.....a.	2.0 Spaces per DU (2) x 3 DU's = 6 Parking Spaces		6 Spaces
PARKING SPACE SIZE, Min.	.....b.	9 FT. x 18 FT.		9 FT. x 18 FT.

✱ EXISTING NON-CONFORMING CONDITION
(V) ZONING VARIANCE GRANTED PER ABINGTON TOWNSHIP ZONING HEARING BOARD APPLICATION 23-02, MARCH 21, 2023

EXISTING IMPERVIOUS COVER:		PROPOSED IMPERVIOUS COVER:	
BUILDING	2,055 S.F.	BUILDING	2,055 S.F.
ASPHALT	2,369 S.F.	ASPHALT	3,017 S.F.
CONC/WALKS	476 S.F.	CONC/WALKS	953 S.F.
WALLS	53 S.F.	WALLS	160 S.F.
TOTAL	4,953 S.F.	TOTAL	6,185 S.F.

NOTES

1. Boundary information taken from deeds, plans of record, and field surveys performed by Charles E. Shoemaker, Inc. during July 2020 & October 2021. Metes and bounds shown are based on Deed Bearings. Rotation to State Plane Coordinate Syetem is (–) 8°30'28" counter clockwise.
2. Horizontal datum is based on NAD 83 SPC83 Pennsylvania (south), Geiod Model g2003u08 using Topcon Topnet Live virtual network.
3. Topography information shown taken from field surveys performed by Charles E. Shoemaker, Inc. during July 2020.
   Vertial datum is based on NAVD 1988, using Topnet Live Virtual Network. the vertical difference between NAVD 1988 Datum and Abington Asbuilt Sanitary Sewer Datum is +4.00'.
   BENCH MARK: P.K. Nail located along the southeast right–of–way line of Rothley Avenue and southwest property corner, elevation = 287.91.
4. Existing underground utility locations were plotted from utility company plans supplied to us in accordance with PA ONE CALL or by physical survey locations. All underground utility locations are approximate only. Contractors are required by PA ONE CALL to verify the exact locations of all underground utilities prior to commencing excavation activities.
   Pennsylvania One Call Systems, Inc., phone No. 1–800–242–1776
5. The subject parcel is served by public water by AQUA PA and public sanitary sewer disposal by the Abington Township Wastewater Department.
6. Site area is designated in Zone X, areas determined to be outside the 100–year flood plain as shown on FEMA Flood Insurance Rate Map of Montgomery County, Panel 313 of 451, Map No. 42091C0313G, effective March 2, 2016.
7. All soils are mapped as UrkB – Urban land–Edgemont Complex, 0 to 8 percent slopes by the United States Department of Agriculture National Resources Conservation Service Web Soil Survey of Montgomery County, PA, Version 15 dated June 5, 2020.
8. The Developer shall be responsible for providing as–built survey plans to Abington Township of all new stormwater management facilities shown on the approved plans.
9. All proposed utilities are to be installed underground.
10. A blanket easement is proposed to be offererred to the Municipality to allow for access and maintenance of stormwater management facilities on site.

TRAFFIC SIGN SCHEDULE

KEY	DESCRIPTION	SERIES	SIZE
'S'	"STOP" SIGN	(R1-1)	24"x24"
'NP'	"NO PARKING FIRE LANE"	–	12"x18"

SITE AREA

AREA TO LEGAL/ULTIMATE R/W LINES
12,233 S.F. or 0.2808 Ac.

PROFESSIONAL SURVEYOR'S CERTIFICATION:

I, Gary A. Tilford, P.L.S., a Registered Professional Surveyor licensed in the Commonwealth of Pennsylvania, Surveyor No. 033144–E, do hereby certify to the best of my knowledge, the existing features, topography, and metes and bounds shown on this plan are in accordance with the minimum standards of practice for Professional Land Surveyors in the Commonwealth of Pennsylvania as adopted by the Pennsylvania Society of Land Surveyors July of 1996 (or as subsequently adopted). Field surveys were performed under my immediate supervision during July 2020 and October 2021, and all monuments and/or lot pins shown, exist as indicated or shall be placed as shown and that all dimensional and geodetic details are correct.

COMMONWEALTH OF PENNSYLVANIA — REGISTERED PROFESSIONAL — GARY A. TILFORD — LAND SURVEYOR — SU–033144–E

SIGNATURE: GARY A. TILFORD, P.L.S. PROFESSIONAL LAND SURVEYOR *DATE*

COUNTY PARCEL NO.
30-00-60076-00-5
30-00-60072-00-9

BLOCK – UNIT
200 – 003
30-200-003

SITE ADDRESS
1583 ROTHLEY AVE
ROSLYN, PA 19001

DEED BOOK – PAGE
6009-01739

RECORD OWNER
DOLSON, LLC
c/o AMI DOLEY
323 OSCEOLA AVENUE
ELKINS PARK, PA 19027
267-241-4614

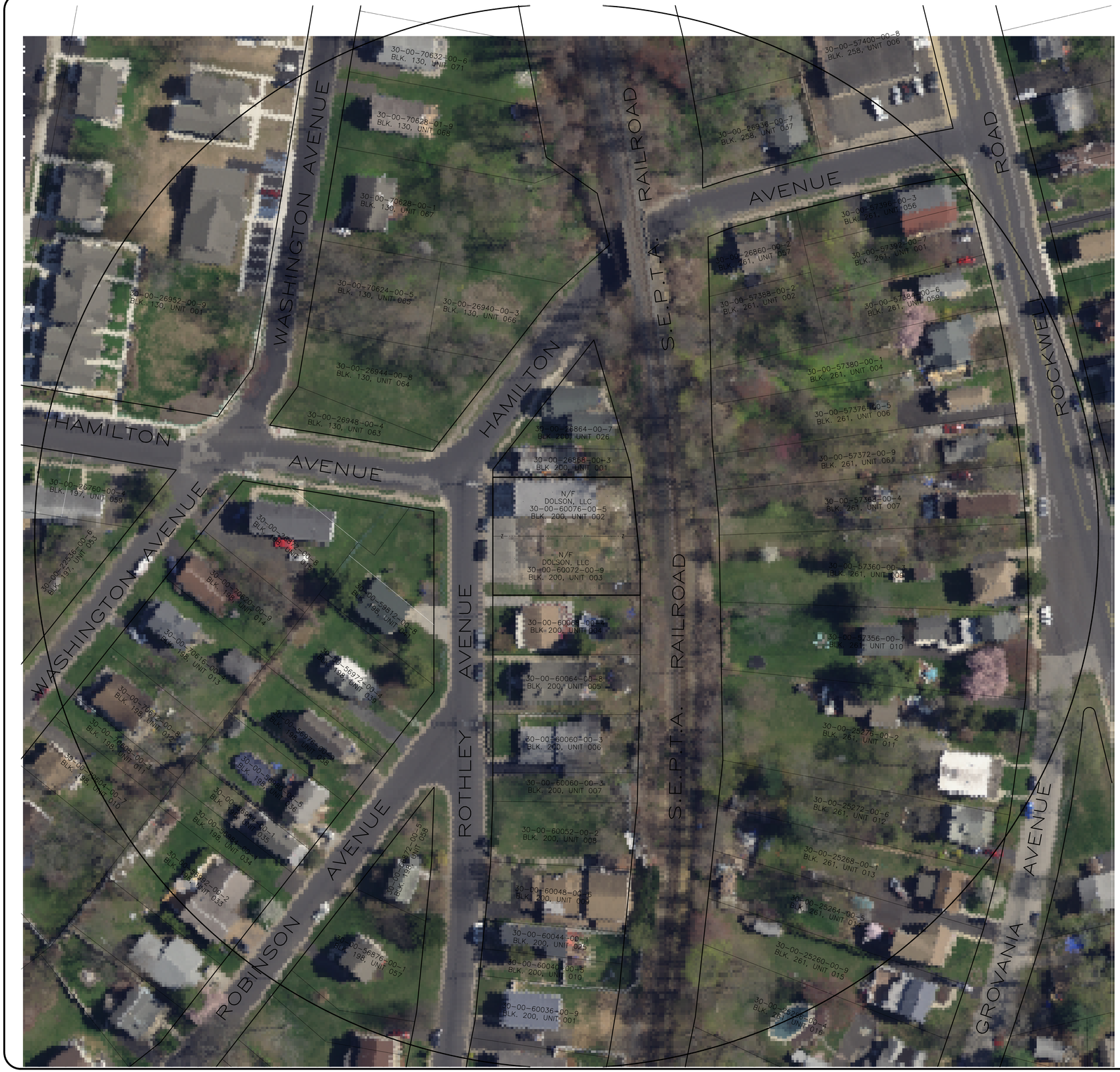
CHARLES E. SHOEMAKER, INC.
ENGINEERS & SURVEYORS
110 KEYSTONE DRIVE
MONTGOMERYVILLE, PA 18936
PHONE: 215-887-2165 FAX: 215-576-7791
E-MAIL: staff@ceshoemaker.com

SCALE 1" = 10'
0' 5' 10' 20' 30'

NO	DATE	REVISION	BY
1	3/27/2024	TOWNSHIP REVIEW #1	CWB

LAND DEVELOPMENT PLAN
OF
1583 ROTHLEY AVENUE
PREPARED FOR
DOLSON, LLC
ABINGTON TOWNSHIP, MONTGOMERY COUNTY, PA.

DATE
AUGUST 14, 2023
DWG NO.
A-1-1883
JOB NO.
26670A
SHEET NO.
3 OF 11



ROTHLEY AVENUE

1583 ROTHLEY AVENUE (0.138 AC.)
DOLSON, LLC
PARID: 30-00-60076-005
Blk. 200, Unit 002

ROTHLEY AVENUE (0.143 AC.)
DOLSON, LLC
PARID: 30-00-60072-00-9
Blk. 200, Unit 003

1575 ROTHLEY AVENUE (0.143 AC.)
LISA M. O'HANNON
PARID: 30-00-60068-00-4
Blk. 200, Unit 004

1569 ROTHLEY AVENUE (0.143 AC.)
BELGIA DENNIS & MARIE HILL & BETTEY BROWN
PARID: 30-00-60064-00-8
Blk. 200, Unit 005

1565 ROTHLEY AVENUE (0.143 AC.)
DWAYNE M. JOHNSON & SANDRA RAMIREZ
PARID: 30-00-60060-00-3
Blk. 200, Unit 006

ROTHLEY AVENUE (0.071 AC.)
DWAYNE M. JOHNSON & SANDRA
PARID: 30-00-60056-00-7
Blk. 200, Unit 007

ROTHLEY AVENUE (0.140 AC.)
YOUR NEW PLACE, LLC
PARID: 30-00-60052-00-2
Blk. 200, Unit 008

1555 ROTHLEY AVENUE (0.137 AC.)
YOUR NEW PLACE, LLC
PARID: 30-00-60048-00-6
Blk. 200, Unit 009

1553 ROTHLEY AVENUE (0.067 AC.)
DARNELL M LORICK-GRADY
PARID: 30-00-60044-00-1
Blk. 200, Unit 025

1553 ROTHLEY AVENUE (0.067 AC.)
DARNELL M LORICK-GRADY
PARID: 30-00-60040-00-5
Blk. 200, Unit 010

1547 ROTHLEY AVENUE (0.134 AC.)
LSF9 MASTER PARTICIPATION TRUST
PARID: 30-00-60036-00-9
Blk. 200, Unit 1

1582 ROTHLEY AVENUE (0.181 AC.)
ESSIE MAE ROBERSON
PARID: 30-00-59812-00-8
Blk. 198, Unit 041

ROBINSON AVENUE

1576 ROBINSON AVENUE (0.214 AC.)
XIONG GAO & XIAO JING ZOU
PARID: 30-00-56972-00-4
Blk. 198, Unit 039

1572 ROBINSON AVENUE (0.143 AC.)
JUNO INTERNATIONAL, LLC
PARID: 30-00-56976-00-9
Blk. 198, Unit 038

1568 ROBINSON AVENUE (0.143 AC.)
VICTOR & WANDA BENNETT
PARID: 30-00-56980-00-5
Blk. 198, Unit 036

1564 ROBINSON AVENUE (0.071 AC.)
DILLON MITCHELL
PARID: 30-00-56984-00-1
Blk. 198, Unit 035

ROBINSON AVENUE (0.071 AC.)
DILLON MITCHELL
PARID: 30-00-56988-00-6
Blk. 198, Unit 034

1558 ROBINSON AVENUE (0.215 AC.)
GEORGE L. & JOEDDIE R. COOPER
PARID: 30-00-56992-00-2
Blk. 198, Unit 033

1571 ROBINSON AVENUE (0.080 AC.)
ISAAC A. & CONNIE M. BARNES
PARID: 30-00-56872-00-5
Blk. 198, Unit 058

1567 ROBINSON AVENUE (0.226 AC.)
WILLOW GROVE COMMUNITY DEVELOPMENT CO.
PARID: 30-00-56876-00-1
Blk. 198, Unit 057

ROCKWELL ROAD

1608 ROCKWELL ROAD (0.268 AC.)
ANTHONY & KATHLEEN SCALFARO
PARID: 30-00-57360-00-3
Blk. 261, Unit 009

1628 ROCKWELL ROAD (0.146 AC.)
ERIC P. FORSTER & WAYNE HASLAM
PARID: 30-00-57384-00-6
Blk. 261, Unit 059

1632 ROCKWELL ROAD (0.154 AC.)
PETER L. & DIANE C. LAURO
PARID: 30-00-57392-00-7
Blk. 261, Unit 001

ROCKWELL ROAD (0.138 AC.)
AMANTRAN VENTURES, INC.
PARID: 30-00-57388-00-2
Blk. 261, Unit 002

1624 ROCKWELL ROAD (0.309 AC.)
JAMES B. & MARY M. FERRIS
PARID: 30-00-57380-00-1
Blk. 261, Unit 004

1620 ROCKWELL ROAD (0.196 AC.)
TERRANCE P. JR. & DANIELLE K. ROWLEY
PARID: 30-00-57376-00-5
Blk. 261, Unit 006

1618 ROCKWELL ROAD (0.199 AC.)
MARIE D. ABARCA SERRANO
PARID: 30-00-57372-00-9
Blk. 261, Unit 061

1612 ROCKWELL ROAD (0.400 AC.)
WILLIAM A. JR & CATHERINE M. EVERITT
PARID: 30-00-57368-00-4
Blk. 261, Unit 007

1604 ROCKWELL ROAD (0.400 AC.)
CINDY J. WASHBURN & NANNETTE E. BLACK
PARID: 30-00-57356-00-7
Blk. 261, Unit 010

1646 ROCKWELL ROAD (0.674 AC.)
VINCINT M. & JEAN MARIE NAPLES
PARID: 30-00-57400-00-8
Blk. 258, Unit 006

1634 ROCKWELL ROAD (0.087 AC.)
RAYMOND G. & GENEVA G. LEE
PARID: 30-00-57396-00-3
Blk. 261, Unit 056

HAMILTON AVENUE

2208 HAMILTON AVENUE (0.105 AC.)
ESRM, LLC
PARID: 30-00-26864-00-7
Blk. 200, Unit 026

2218 HAMILTON AVENUE (0.267 AC.)
KOMAIL ALI
PARID: 30-00-26872-00-8
Blk. 198, Unit 015

2210 HAMILTON AVENUE (0.064 AC.)
KEITH SZCZESNIAK & CHRISTINE PIRRONE
PARID: 30-00-26868-00-3
Blk. 200, Unit 001

HAMILTON AVENUE (0.153 AC.)
DENNIS NOLAN COMPANY
PARID: 30-00-26940-00-3
Blk. 130, Unit 066

2230 HAMILTON AVENUE (0.081 AC.)
WUENTIN & NODINE SMILEY
PARID: 30-00-26876-00-4
Blk. 197, Unit 059

2231 HAMILTON AVENUE (3.539 AC.)
MONTGOMERY COUNTY HOUSING AUTH.
PARID: 30-00-26952-00-9
Blk. 130, Unit 001

HAMILTON AVENUE (0.063 AC.)
C. EVERETT
PARID: 30-00-26948-00-4
Blk. 130, Unit 063

2213 HAMILTON AVENUE (0.229 AC.)
EDGEWOOD BUILDING, INC.
PARID: 30-00-26944-00-8
Blk. 130, Unit 064

2153 HAMILTON AVENUE (0.169 AC.)
JOHN & SHARON R. BLALARK.
PARID: 30-00-26936-00-7
Blk. 258, Unit 037

2156 HAMILTON AVENUE (0.096 AC.)
JOEL SMITH
PARID: 30-00-26860-00-2
Blk. 261, Unit 057

FRANKLIN AVENUE

FRANKLIN AVENUE (0.281 AC.)
ABINGTON TOWNSHIP
PARID: 30-00-22536-00-6
Blk. 197, Unit 053

WASHINGTON AVENUE

1589 WASHINGTON AVENUE (0.143 AC.)
ROBERT J. & ELIZABETH A. GLASS
PARID: 30-00-70620-00-9
Blk. 198, Unit 014

1587 WASHINGTON AVENUE (0.215 AC.)
DIANA M. RITTENHOUSE
PARID: 30-00-70616-00-4
Blk. 198, Unit 013

1579 WASHINGTON AVENUE (0.143 AC.)
HENDA B. & TONYA TWYMAN
PARID: 30-00-70612-00-8
Blk. 198, Unit 012

WASHINGTON AVENUE (0.071 AC.)
KIMERLY HERM
PARID: 30-00-70608-00-3
Blk. 198, Unit 011

1575 WASHINGTON AVENUE (0.143 AC.)
GREGORY & SONIA McCASTLE
PARID: 30-00-70604-00-7
Blk. 198, Unit 010

WASHINGTON AVENUE (0.172 AC.)
DENNIS NOLAN CO., INC.
PARID: 30-00-70624-00-5
Blk. 130, Unit 065

1617 WASHINGTON AVENUE (0.404 AC.)
DOROTHY FLOURNOY
PARID: 30-00-70628-00-1
Blk. 130, Unit 067

GROVANIA AVENUE

1576-1578 GROVANIA AVENUE (0.524 AC.)
WILLIWM J. & SUZANNE M. O'MULLAN
PARID: 30-00-25276--00-2
Blk. 261, Unit 011

1574 GROVANIA AVENUE (0.259 AC.)
MARK R. & EDIE N. PAPPENTICK
PARID: 30-00-25272-00-6
Blk. 261, Unit 012

1570 GROVANIA AVENUE (0.256 AC.)
PAUL A. & JENNIFER A. KNAPP
PARID: 30-00-25268-00-1
Blk. 261, Unit 013

1566 GROVANIA AVENUE (0.253 AC.)
ELIZABETH A. VANDERPOOL & GREGORY J.P. CURRAN
PARID: 30-00-25264-00-5
Blk. 261, Unit 014

1562 GROVANIA AVENUE (0.235 AC.)
JONATHAN & REBECCA KLEIN
PARID: 30-00-25260-00-9
Blk. 261, Unit 015

1556 GROVANIA AVENUE (0.349 AC.)
MICHAEL GUIDIN
PARID: 30-00-25256-00-4
Blk. 261, Unit 016

CHARLES E. SHOEMAKER, INC.
ENGINEERS & SURVEYORS
1007 EDGE HILL ROAD ABINGTON, PA. 19001
PHONE: 215-887-2165 FAX: 215-576-7791
E-MAIL: staff@ceshoemaker.com

SCALE 1" = 40'
0' 20' 40' 80' 120'

RECORD OWNER
DOLSON, LLC
c/o AMI DOLEY
323 OSCEOLA AVENUE
ELKINS PARK, PA 19027
267-241-4614

COUNTY PARCEL NO.
30-00-60076-00-5
30-00-60072-00-9
BLOCK - UNIT
30-200-002
30-200-003
SITE ADDRESS
1583 ROTHLEY AVE
WILLOW GROVE, PA 19090
DEED BOOK - PAGE
6009-01739

DATE	NO	REVISION	BY
3/27/2024	1	TOWNSHIP REVIEW #1	CWB

PROPERTY IDENTIFICATION PLAN
OF
1583 ROTHLEY AVENUE
PREPARED FOR
DOLSON, LLC
ABINGTON TOWNSHIP, MONTGOMERY COUNTY, PA.

DATE
AUGUST 14, 2023
DWG NO.
A-1-1884
JOB NO.
26670A
SHEET NO.
4 OF 11

PENNSYLVANIA ONE CALL SYSTEM, INC.
1-800-242-1776
STOP-CALL BEFORE YOU DIG!

BEFORE YOU DIG ANYWHERE IN PENNSYLVANIA! CALL 1-800-242-1776
NON-MEMBERS MUST BE CONTACTED DIRECTLY
PA. ONE CALL REQUIRES THREE WORKING DAYS NOTICE TO UTILITIES BEFORE EXCAVATE, DRILL, BLAST OR DEMOLISH
SERIAL NO. 20202093180-000

ABINGTON TOWNSHIP ACT 181 (2006) LIST OF UNDERGROUND USERS AS PROVIDED BY PENNSYLVANIA ONE CALL SYSTEMS, INC. 1-800-242-1776 Date Contacted: 7/27/2020 Serial No.: 20202093180-000	
NAME OF USER	USERS ADDRESS
ABINGTON TOWNSHIP amontgomery@abington.org,	1176 OLD YORK ROAD ABINGTON, PA 19001
COMCAST bob_harvey@cable.comcast.com	4400 WAYNE AVE PHILADELPHIA, PA 19140
PECO ENERGY COMPANY c/o USIC mikiasimpkins@usiclic.com	450 S. HENDERSON RD, SUITE B KING OF PRUSSIA, PA 19406
AQUA PENNSYLVANIA, INC. sbpizzi@aquaamerica.com	762 LANCASTER AVENUE BRYN MAWR, PA. 19010
SOUTHEASTERN PA TRANSPORTATION Authority dmcintyre@septa.org	1234 MARKET STRET 12TH FL PHILADELPHIA, PA 19107
VERIZON PENNSYLVANIA, LLC Darline Leppard Johnson	1050 VIRGINIA DRIVE FORT WASHINGTON, PA 19034

LEGEND

EXISTING

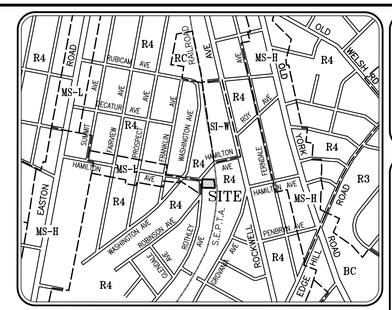
- CONTOUR LINE
- SPOT ELEVATION
- FENCE LINE
- FIRE HYDRANT
- UTILITY POLE
- GAS VALVE
- WATER VALVE
- SEWER CLEAN OUT
- WATER CURB STOP
- SANITARY SEWER
- STORM SEWER
- OVERHEAD WIRE
- UG ELECTRIC CONDUIT
- GAS LINE
- WATER LINE
- SANITARY SEWER LATERAL
- WATER SERVICE
- TRAFFIC SIGN
- DECIDUOUS TREE
- EVERGREEN TREE
- ZONING DISTRICT LINE
- SOIL LINE
- FEMA 100-YR FLOOD PLAIN LINE (ZONE A - BFE NOT DETERMINED)

DEMOLITION FEATURES

- DEMO AREA
- ASPHALT TO BE REMOVED/ REPLACED WITH GRASS
- (1) DEMO ITEM
- LIMIT OF EARTH DISTURBANCE

STEEP SLOPES

- SLOPES 15-25%
- SLOPES 25%+



LOCATION MAP
SCALE: 1" = 800'

DEMOLITION LIST

1. EXISTING PAVEMENT TO BE REMOVED (A PORTION OF THIS WILL BE RESTORED TO LAWN)
2. EXISTING CONCRETE TO BE REMOVED
3. ALL EXISTING OVERHEAD UTILITIES ARE TO BE RELOCATED UNDERGROUND
4. EXISTING 4-INCH CAST IRON SANITARY SEWER LATERAL SHOULD BE EXPOSED AT THE 8-INCH SANITARY SEWER MAIN IN ROTHLEY AVE. AND THE LATERAL PIPE BE PERMANENTALY CAPPED, PLUGGED OR REMOVED AND SEALED
5. EXISTING STOP BAR AND STOP SIGN TO BE RELOCATED
6. EXISTING FENCE TO BE REMOVED

EXISTING IMPERVIOUS COVER:

BUILDING	2,055 S.F.
ASPHALT	2,369 S.F.
CONC/WALKS	476 S.F.
WALLS	53 S.F.
TOTAL	4,953 S.F.

'R4' MEDIUM-HIGH-DENSITY RESIDENTIAL DISTRICT

LOT USE: SEC. 601, Use Matrix Chart
EXISTING USE: Commercial Business & (1) Apartment - Multi-Use * (First Floor) (Second Floor)

REGULATION	Z.O. SEC. No.	REQUIRED	EXISTING
DIMENSIONAL STANDARDS:	SEC. 602		
LOT AREA, Min.		7,500 S.F.	12,233 S.F.
LOT WIDTH @ BSBL,Min.		50 FT.	100 FT.
LOT DEPTH		100 FT.	125.0 FT.
BUILDING SETBACKS:			
FRONT YARD, Min.		20 FT.	16.65 FT. *
SIDE YARD, Min.		10 FT.	1.94 FT. *
REAR YARD, Min.		25 FT.	32.66 FT.
LOT COVERAGE:			
BUILDING COVER, Max.		40 %	2,055 S.F./16.8%
IMPERVIOUS COVER, Max.		55 %	4,953 S.F./40.5%
GREEN AREA, Min.		45 %	7,280 S.F./59.5%
BUILDINGS:			
BUILDING HEIGHT, Max.		35 FT.	<35 FT.
BUILDING LENGTH, Max.		100 FT.	68.16 FT.
RESIDENTIAL DWELLING SEPARATION, Min.		20 FT.	9.0 FT. *

* EXISTING NON-CONFORMING CONDITION

DEMOLITION NOTES:

1. Contractor shall visit site prior to bid and investigate items requiring demolition to determine full extent of work required. Materials are noted generally on this plan.
2. Structures are noted generally on this plan. All concrete, lights, signs, trees, bituminous paving paving etc. and all miscellaneous debris materials demolished shall not be buried on the subject site and removed. All excavated material and debris (solid waste) shall be deposed of in accordance with all Township, County, State, and Federal laws and applicable codes. The Contractor shall properly remove and dispose of hazardouse/unsuitable material off-site in accordance with all applicable codes, ordinances, and laws.
3. The General Site Contractor shall be responsible for the coordination of interrupted utility services if necessary, including ELECTRIC TELEPHONE, GAS, AND WATER etc., between the Owner, and the local utility companies. All utilities and services, including but not limited to gas, water, electric, sanitary, telephone, cable, fiber optic cable, etc. within the limits of disturbance, shall be vertically and horizontally located. The Contractor shall use and comply with the requirements of the applicable utility notification system to locate allthe underground utilities.
4. Charles E. Shoemaker, Inc. assumes no responsibility for the information shown or not shown regarding underground storage tanks and environmental issues.
5. Site materials which are removed through demolition such as bituminous paving shall be recycled, or disposed of in accordance with the Department of Environmental Protection Solid Waste Management Regulations per 25 Pa Code 260.1 et seq., and 287.1 et seq. The contractor shall not illegally bury, dump, or discharge any building material or waste at this site.
6. The Contractor is responsible to safeguard the site as necessary to perform the demolition in such a manner as to prevent the unauthorized entry of persons at any time.
7. The Demolition Contractor is responsible for all repairs of damage to all items that are to remain as a result of his activities.
8. The project site/limits of disturbance should be delineated with orange construction fence or chainlink safety fence to protect offsite areas not to be disturbed and to discourage unauthorized activities by third party individuals.

PROPOSED EARTH DISTURBANCE = 13,504 S.F. or 0.31 ACRES

NOTES

1. Boundary information taken from deeds, plans of record, and field surveys performed by Charles E. Shoemaker, Inc. during July 2020 & October 2021. Metes and bounds shown are based on Deed Bearings. Rotation to State Plane Coordinate Syetem is (-) 8°30'28" counter clockwise.
2. Horizontal datum is based on NAD 83 SPC83 Pennsylvania (south), Geiod Model g2003u08 using Topcon Topnet Live virtual network.
3. Topography information shown taken from field surveys performed by Charles E. Shoemaker, Inc. during July 2020.
   Vertical datum is based on NAVD 1988, using Topnet Live Virtual Network. the vertical difference between NAVD 1988 Datum and Abington Asbuilt Sanitary Sewer Datum is +4.00'.
   BENCH MARK: P.K. Nail located along the southeast right-of-way line of Rothley Avenue and southwest property corner, elevation = 287.91.
4. Existing underground utility locations were plotted from utility company plans supplied to us in accordance with PA ONE CALL or by physical survey locations. All underground utility locations are approximate only. Contractors are required by PA ONE CALL to verify the exact locations of all underground utilities prior to commencing excavation activities. Pennsylvania One Call Systems, Inc., phone No. 1-800-242-1776
5. The subject parcel is served by public water by AQUA PA and public sanitary sewer disposal by the Abington Township Wastewater Department.
6. Site area is designated in Zone X, areas determined to be outside the 100-year flood plain as shown on FEMA Flood Insurance Rate Map of Montgomery County, Panel 313 of 451, Map No. 42091C0313G, effective March 2, 2016.
7. All soils are mapped as UrkB - Urban land-Edgemont Complex, 0 to 8 percent slopes by the United States Department of Agriculture National Resources Conservation Service Web Soil Survey of Montgomery County, PA, Version 15 dated June 5, 2020. Hydrologic Soil Group (HSG) 'D' was assumed for runoff calculations where applicable.

REFERENCE PLANS:

a) Plan of Willow Grove, Division No. 2 prepared for William T. B. Roberts & Son dated Septermber 1, 1905.
b) Plan of Property made for Glenside Bond and Mortgage Company by Charles E. Shoemaker, Inc., dated December 14, 1960, Dwg. No. A-1-656s.
c) Plan of Property made for Elisabeth Chapman by Charles E. Shoemaker, Inc., dated July 27, 1960 and last revised September 12, 1963, Dwg. No. A-1-637s.
d) Plan of Property made for Laruth Purnell by Donald John Boucher, PLS, dated September 8, 2000.

SITE AREA

AREA TO LEGAL/ULTIMATE R/W LINES
12,233 SF or 0.2808 Ac.

COMMONWEALTH OF PENNSYLVANIA
REGISTERED PROFESSIONAL
GARY A. TILFORD
LAND SURVEYOR
SU-033144-E
PENNSYLVANIA

COUNTY PARCEL NO.
30-00-60076-00-5
30-00-60072-00-9
BLOCK - UNIT
200 - 002
30 - 200 - 003
SITE ADDRESS
1583 ROTHLEY AVE
ROSLYN, PA 19001
DEED BOOK - PAGE
6009-01739

RECORD OWNER
DOLSON, LLC
c/o AMI DOLEY
323 OSCEOLA AVENUE
ELKINS PARK, PA 19027
267-241-4614

CHARLES E. SHOEMAKER, INC.
ENGINEERS & SURVEYORS
110 KEYSTONE DRIVE
MONTGOMERYVILLE, PA 18936
PHONE: 215-887-2165 FAX: 215-576-7791
E-MAIL: staff@ceshoemaker.com

SCALE 1" = 10'
0' 5' 10' 20' 30'

DATE	NO	REVISION	BY
3/27/2024	1	TOWNSHIP REVIEW #1	CWB

EXISTING RESOURCE AND SITE ANALYSIS MAP (ERSAM)

EXISTING FEATURES / DEMOLITION PLAN OF
1583 ROTHLEY AVENUE
PREPARED FOR
DOLSON, LLC
ABINGTON TOWNSHIP, MONTGOMERY COUNTY, PA.

DATE AUGUST 14, 2023
DWG NO. A-1-1885
JOB NO. 26670A
SHEET NO. 5 OF 11

POST-CONSTRUCTION STORMWATER BMPs

PER PADEP – MS4 REQUIREMENTS

BMP#	TYPE OF BMP	SITE LOCATION OF THE BMP	AGENCY RESPONSIBLE FOR THE BMP	REQUIRED OPERATION/MAINTENANCE PROCEDURES FOR EACH BMP
1	SEEPAGE BED	PARKING LOT	PROPERTY OWNER	YARD DRAINS, CLEANOUTS AND OTHER ACCESS POINTS IN THE SYSTEM SHOULD BE USED AS INSPECTIONPORTS TO MONITOR FUNCTIONALITY OF THE UNDERGROUND STORMWATER FACILITIES. INSPECTION SHOULD OCCUR TWICE A YEAR AND AFTER MAJOR RAINFALL EVENTS TO VERIFY THAT THE SYSTEMS DEWATER WITHIN 72 HOURS. VISIBLE DEBRIS AND SEDIMENT SHOULD BE REMOVED FROM ACCESS POINTS AS NEEDED. IF THE SYSTEM FAILS TO DEWATER WITHIN 72 HOURS, CONTACT CIVIL ENGINEER FOR GUIDANCE.
2	WATER QUALITY INLET (SNOUT)	INLET 3	PROPERTY OWNER	INLETS AND SUMP SHOULD BE INSPECTED AT LEAST TWO TIMES PER YEAR & AFTER RUNOFF EVENTS. REMOVE ACCUMULATED SEDIMENT AND DEBRIS AS REQUIRED.

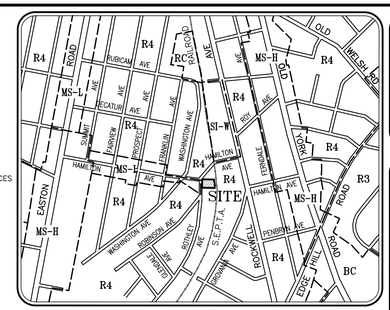
LEGEND

EXISTING

- CONTOUR LINE
- SPOT ELEVATION
- FENCE LINE
- FIRE HYDRANT
- UTILITY POLE
- GAS VALVE
- WATER VALVE
- SEWER CLEAN OUT
- WATER CURB STOP
- SANITARY SEWER
- STORM SEWER
- OVERHEAD WIRE
- UG ELECTRIC CONDUIT
- GAS LINE
- WATER LINE
- SANITARY SEWER LATERAL
- WATER SERVICE
- TRAFFIC SIGN
- DECIDUOUS TREE
- EVERGREEN TREE
- ZONING DISTRICT LINE
- SOIL LINE
- FEMA 100-YR FLOOD PLAIN LINE (ZONE A – BFE NOT DETERMINED)

PROPOSED

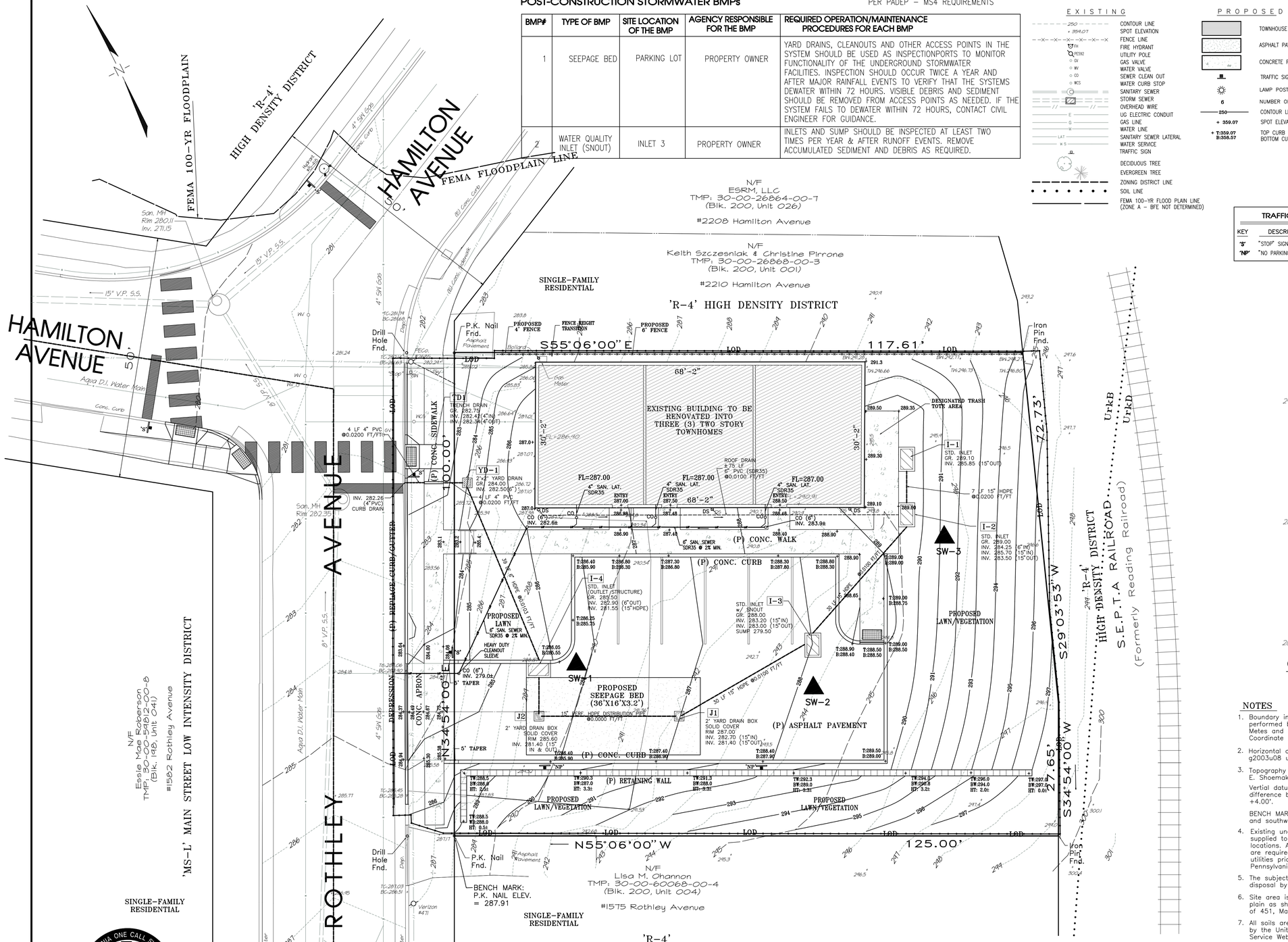
- TOWNHOUSE BUILDING
- ASPHALT PAVEMENT
- CONCRETE PAVEMENT
- TRAFFIC SIGN
- LAMP POST
- NUMBER OF PARKING SPACES
- CONTOUR LINE
- SPOT ELEVATION
- TOP CURB ELEV / BOTTOM CURB ELEV

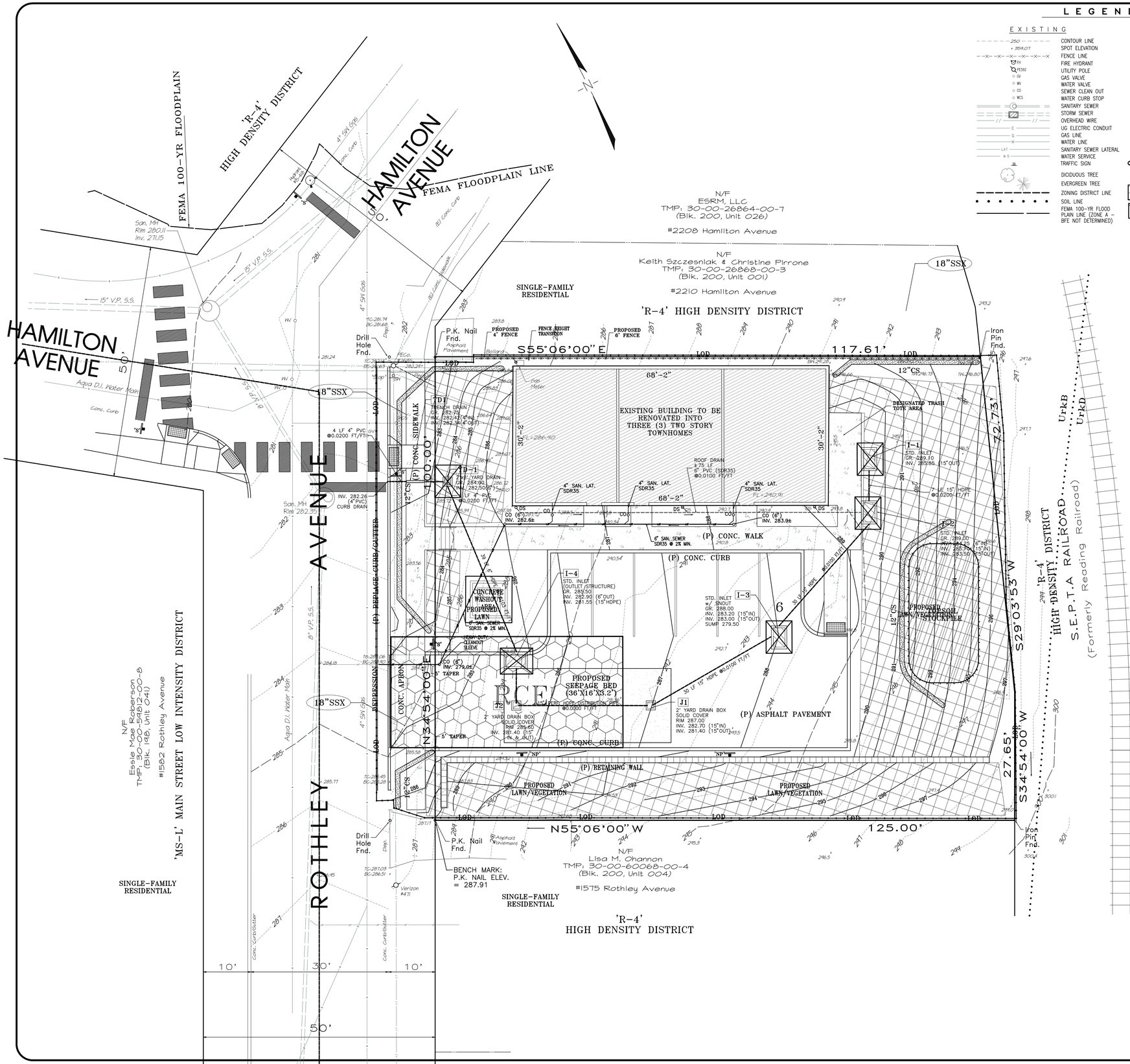


LOCATION MAP
SCALE: 1" = 800'

TRAFFIC SIGN SCHEDULE

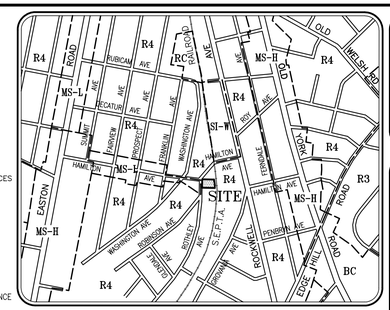
KEY	DESCRIPTION	SERIES	SIZE
"S"	"STOP" SIGN	(R1-1)	24"x24"
"NP"	"NO PARKING FIRE LANE"	–	12"x18"


'R-4' HIGH DENSITY DISTRICT
FEMA 100-YR FLOODPLAIN
FEMA FLOODPLAIN LINE
HAMILTON AVENUE
ROTHLEY AVENUE
N/F ESRM, LLC TMP: 30-00-26864-00-7 (Blk. 200, Unit 026) #2208 Hamilton Avenue
N/F Keith Szczesniak & Christine Pirrone TMP: 30-00-26865-00-3 (Blk. 200, Unit 001) #2210 Hamilton Avenue
SINGLE-FAMILY RESIDENTIAL
'R-4' HIGH DENSITY DISTRICT
S55°06'00"E 117.61'
N34°54'00"E 100.00'
S34°54'00"W 272.65'
N55°06'00"W 125.00'
EXISTING BUILDING TO BE RENOVATED INTO THREE (3) TWO STORY TOWNHOMES
68'-2"
30'-2"
PROPOSED SEEPAGE BED (36'X16'X3.2')
PROPOSED LAWN/VEGETATION
(P) CONC. WALK
(P) CONC. CURB
(P) ASPHALT PAVEMENT
(P) RETAINING WALL
(P) CONC. SIDEWALK
(P) RETAINING CURB/CUTTER
CONC. APRON
DEPRESSION
DESIGNATED TRASH TOTE AREA
PROPOSED 4' FENCE
PROPOSED 6' FENCE
FENCE HEIGHT TRANSITION
P.K. Nail Fnd.
Drill Hole Fnd.
Iron Pin Fnd.
BENCH MARK: P.K. NAIL ELEV. = 287.91
N/F Lisa M. Channon TMP: 30-00-00068-00-4 (Blk. 200, Unit 004) #1575 Rothley Avenue
SINGLE-FAMILY RESIDENTIAL
N/F Essie Mae Roberson TMP: 30-00-58612-00-8 (Blk. 198, Unit 041) #1582 Rothley Avenue
'MS-L' MAIN STREET LOW INTENSITY DISTRICT
N/F S.E.P.T.A. RAILROAD (Formerly Reading Railroad)
'R-4' HIGH DENSITY DISTRICT
Aqua D.I. Water Main
Conc. Curb
Water Valve
Bollard
Asphalt Pavement
Verizon #471
Gas Meter
Gas Valve
Water Meter
Water Valve
Sanitary Manhole
Inlet
Utility Pole
Guy Wire
Fire Hydrant
Sign
Deciduous Tree
Evergreen Tree
Conc. Curb/Gutter
Depr.
TC=281.78 BC=280.68
TC=281.06 BC=279.96
TC=280.45 BC=279.35
TC=287.03 BC=286.53
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TC=289.05 BC=287.95
TC=289.25 BC=288.15



LEGEND

EXISTING		PROPOSED	
250	CONTOUR LINE		TOWNHOUSE BUILDING
+ 359.07	SPOT ELEVATION		ASPHALT PAVEMENT
-X-X-X-X-X-X-X-	FENCE LINE		CONCRETE PAVEMENT
FH	FIRE HYDRANT		TRAFFIC SIGN
PP	UTILITY POLE		LAMP POST
GV	GAS VALVE	6	NUMBER OF PARKING SPACES
WV	WATER VALVE	250	CONTOUR LINE
CO	SEWER CLEAN OUT	+ 359.07	SPOT ELEVATION
WCS	WATER CURB STOP	T-359.07 B-358.57	TOP CURB ELEV BOTTOM CURB ELEV
	SANITARY SEWER		COMPOST SILT SOCK
	STORM SEWER		STORM INLET FILTER
	OVERHEAD WIRE	RCE	ROCK CONSTRUCTION ENTRANCE
E	UG ELECTRIC CONDUIT		EROSION CONTROL MATTING & SLOPES 15%±
G	GAS LINE		
W	WATER LINE		
LAT	SANITARY SEWER LATERAL		
W S	WATER SERVICE		
	TRAFFIC SIGN		
	DICIDUOUS TREE		
	EVERGREEN TREE		
	ZONING DISTRICT LINE		
	SOIL LINE		
	FEMA 100-YR FLOOD PLAIN LINE (ZONE A - BFE NOT DETERMINED)		



LOCATION MAP
SCALE: 1" = 800'

COMMONWEALTH OF PENNSYLVANIA
REGISTERED PROFESSIONAL
CHAD WILLIAM BRENSINGER
ENGINEER No.074209E

COUNTY PARCEL NO.	BLOCK - UNIT	SITE ADDRESS	DEED BOOK - PAGE
30-00-60076-00-5 30-00-60072-00-9	200 - 003 30-200-003	1583 ROTHLEY AVE ROSLYN, PA 19001	6009-01739

RECORD OWNER
DOLSON, LLC
c/o AMI DOLEY
323 OSCEOLA AVENUE
ELKINS PARK, PA 19027
267-241-4614

CHARLES E. SHOEMAKER, INC.
ENGINEERS & SURVEYORS
110 KEYSTONE DRIVE
MONTGOMERYVILLE, PA 18936
PHONE: 215-887-2165 FAX: 215-576-7791
E-MAIL: staff@ceshoemaker.com

SCALE 1" = 10'

NO	DATE	REVISION	BY
1	3/27/2024	TOWNSHIP REVIEW #1	CWB

NOTES:

1. Boundary information taken from deeds, plans of record, and field surveys performed by Charles E. Shoemaker, Inc. during July 2020 & October 2021. Metes and bounds shown are based on Deed Bearings. Rotation to State Plane Coordinate Syetem is (–) 8°30'28" counter clockwise.
2. Horizontal datum is based on NAD 83 SPC83 Pennsylvania (south), Geiod Model g2003u08 using Topcon Topnet Live virtual network.
3. Topography information shown taken from field surveys performed by Charles E. Shoemaker, Inc. during July 2020.
   Vertical Datum based on NAVD 1988, using Topcon Topnet Live virtual network. BENCH MARK: P.K. Nail located along the southeast right–of–way line of Rothley Avenue and southwest property corner, elevation = 287.91.
4. Existing underground utility locations were plotted from utility company plans supplied to us in accordance with PA ONE CALL or by physical survey locations. All underground utility locations are approximate only. Contractors are required by PA ONE CALL to verify the exact locations of all underground utilities prior to commencing excavation activities.
   Pennsylvania One Call Systems, Inc., phone No. 1–800–242–1776
5. The subject parcel is served by public water by AQUA PA and public sanitary sewer disposal by the Abington Township Wastewater Department.
6. Site area is designated in Zone X, areas determined to be outside the 100–year flood plain as shown on FEMA Flood Insurance Rate Map of Montgomery County, Panel 313 of 451, Map No. 42091C0313G, effective March 2, 2016.
7. All soils are mapped as UrkB – Urban land–Edgemont Complex, 0 to 8 percent slopes by the United States Department of Agriculture National Resources Conservation Service Web Soil Survey of Montgomery County, PA, Version 15 dated June 5, 2020.
8. The Developer shall be responsible for providing as–built survey plans to Abington Township of all new stormwater management facilities shown on the approved plans.

PROPOSED EARTH DISTURBANCE = 13,504 S.F. or 0.31 ACRES

SANDY RUN WATERSHED – TSF/MF

SITE AREA

AREA TO LEGAL/ULTIMATE R/W LINES
12,233 S.F. or 0.2808 Ac.

EROSION CONTROL PLAN
1583 ROTHLEY AVENUE
PREPARED FOR
DOLSON, LLC
ABINGTON TOWNSHIP, MONTGOMERY COUNTY, PA.

DATE	AUGUST 14, 2023
DWG NO.	A-1-1887
JOB NO.	26670A
SHEET NO.	7 OF 11

STANDARD EROSION AND SEDIMENT CONTROL PLAN NOTES

1. All earth disturbances, including clearing and grubbing as well as cuts and fills shall be done in accordance with the approved E&S plan. A copy of the approved drawings (stamped, signed and dated by the reviewing agency) must be available at the project site at all times. The reviewing agency shall be notified of any changes to the approved plan prior to implementation of those changes. The reviewing agency may require a written submittal of those changes for review and approval at its discretion.
2. At least 7 days prior to starting any earth disturbance activities, including clearing and grubbing, the owner and/or operator shall invite all contractors, the landowner, appropriate municipal officials, and the E&S plan preparer to a preconstruction meeting.
3. At least 3 days prior to starting any earth disturbance activities, or expanding into an area previously unmarked, the Pennsylvania One Call System Inc. shall be notified at 1-800-242-1776 for the location of existing underground utilities.
4. All earth disturbance activities shall proceed in accordance with the sequence provided on the plan drawings. Deviation from that sequence must be approved from the E&S preparer.
5. Areas to be filled are to be cleared, grubbed, and stripped of topsoil to remove trees, vegetation, roots and other objectionable material.
6. Clearing, grubbing, and topsoil stripping shall be limited to those areas described in each stage of the construction sequence. General site clearing, grubbing and topsoil stripping may not commence in any stage or phase of the project until the E&S BMPs specified by the BMP sequence for that stage or phase have been installed and are functioning as described in this E&S plan.
7. At no time shall construction vehicles be allowed to enter areas outside the limit of disturbance boundaries shown on the plan maps. These areas must be clearly marked and fenced off before clearing and grubbing operations begin.
8. Topsoil required for the establishment of vegetation shall be stockpiled at the location(s) shown on the plan maps(s) in the amount necessary to complete the finish grading of all exposed areas that are to be stabilized by vegetation. Each stockpile shall be protected in the manner shown on the plan drawings. Stockpile heights shall not exceed 35 feet. Stockpile slopes shall be 2H:1V or flatter.
9. Immediately upon discovering unforeseen circumstances posing the potential for accelerated erosion and/or sediment pollution, the operator shall implement appropriate best management practices to minimize the potential for erosion and sediment pollution and notify the local conservation district and/or the regional office of the Department.
10. All building materials and wastes shall be removed from the site and recycled or disposed of in accordance with the Department's Solid Waste Management Regulations at 25 Pa. Code 260.1 et seq., 271.1, and 287.1 et. seq. No building materials or wastes or unused building materials shall be burned, buried, dumped, or discharged at the site.
11. All off-site waste and borrow areas must have an E&S plan approved by the local conservation district or the Department fully implemented prior to being activated.
12. The contractor is responsible for ensuring that any material brought on site is clean fill. Form FP-001 must be retained by the property owner for any fill material affected by a spill or release of a regulated substance but qualifying as clean fill due to analytical testing.
13. All pumping of water from any work area shall be done according to the procedure described in this plan, over undisturbed vegetated areas.
14. Vehicles and equipment may neither enter directly nor exit directly onto Old York Road. Construction vehicles shall access and leave the site using the rear driveway from Woodcrest Road.
15. Until the site is stabilized, all erosion and sediment BMPs shall be maintained properly. Maintenance shall include inspections of all erosion and sediment BMPs after each runoff event and on a weekly basis. All preventative and remedial maintenance work, including clean out, repair, replacement, regrading, reseeding, remulching and renetting must be performed immediately. If the E&S BMPs fail to perform as expected, replacement BMPs, or modifications of those installed will be required.
16. A log showing dates that E&S BMPs were inspected as well as any deficiencies found and the date they were corrected shall be maintained on the site and be made available to regulatory agency officials at the time of inspection.
17. Sediment tracked onto any public roadway or sidewalk shall be returned to the construction site by the end of each work day and disposed in the manner described in this plan. In no case shall the sediment be washed, shoveled, or swept into any roadside ditch, storm sewer, or surface water.
18. All sediment removed from BMPs shall be disposed of in the manner described on the plan drawings.
19. Areas which are to be topsoiled shall be scarified to a minimum depth of 3 to 5 inches - 6 to 12 inches on compacted soils - prior to placement of topsoil. Areas to be vegetated shall have a minimum 4 inches of topsoil in place prior to seeding and mulching. Fill outslopes shall have a minimum of 2 inches of topsoil.
20. All fills shall be compacted as required to reduce erosion, slippage, settlement, subsidence or other related problems. Fill intended to support buildings, structures and conduits, etc. shall be compacted in accordance with local requirements or codes.
21. All earthen fills shall be placed in compacted layers not to exceed 9 inches in thickness.
22. Fill materials shall be free of frozen particles, brush, roots, sod, or other foreign or objectionable materials that would interfere with or prevent construction of satisfactory fills.
23. Frozen materials or soft, mucky, or highly compressible materials shall not be incorporated into fills.
24. Fill shall not be placed on saturated or frozen surfaces.
25. Seeps or springs encountered during construction shall be handled in accordance with the standard and specification for subsurface drain or other approved method.
26. All graded areas shall be permanently stabilized immediately upon reaching finished grade. Cut slopes in competent bedrock and rock fills need not be vegetated. Seeded areas within 50 feet of a surface water, or as otherwise shown on the plan drawings, shall be blanketed according to the standards of this plan.
27. Immediately after earth disturbance activities cease in any area or subarea of the project, the operator shall stabilize all disturbed areas. During non-germinating months, mulch or protective blanketing shall be applied as described in the plan. Areas not at finished grade, which will be reactivated within 1 year, may be stabilized in accordance with the temporary stabilization specifications. Those areas which will not be reactivated within 1 year shall be stabilized in accordance with the permanent stabilization specifications.
28. Permanent stabilization is defined as a minimum uniform, perennial 70% vegetative cover or other permanent non-vegetative cover with a density sufficient to resist accelerated erosion. Cut and fill slopes shall be capable of resisting failure due to slumping, sliding, or other movements.
29. E&S BMPs shall remain functional as such until all areas tributary to them are permanently stabilized or until they are replaced by another BMP approved by the local conservation district or the Department.
30. Upon completion of all earth disturbance activities and permanent stabilization of all disturbed areas, the owner and/or operator shall removal/conversion of the E&S BMPs.
31. After final site stabilization has been achieved, temporary erosion and sediment BMPs must be removed or converted to permanent post construction stormwater management BMPs. Areas disturbed during removal or conversion of the BMPs shall be stabilized immediately. In order to ensure rapid revegetation of disturbed areas, such removal/conversions are to be done only during the germinating season.
32. Failure to correctly install E&S BMPs, failure to prevent sediment-laden runoff from leaving the construction site, or failure to take immediate corrective action to resolve failure of E&S BMPs may result in administrative, civil, and/or criminal penalties being instituted by the Department as defined in Section 602 of the Pennsylvania Clean Streams Law. The Clean Streams Law provides for up to $10,000 per day in civil penalties, up to $10,000 in summary criminal penalties, and up to $25,000 in misdemeanor criminal penalties for each violation.
33. Concrete wash water shall be handled in the manner described on the plan drawings. In no case shall it be allowed to enter any surface waters or groundwater systems.
34. Fill material for embankments shall be free of roots, or other woody vegetation, organic material, large stones, and other objectionable materials. The embankment shall be compacted in maximum 8" layered lifts at 95% density.
35. Sediment basins and/or traps shall be kept free of all construction waste, wash water, and other debris having potential to clog the basin/trap outlet structures and/or pollute the surface waters.
36. Sediment basins shall be protected from unauthorized acts by third parties.
37. Any damage that occurs in whole or in part as a result of basin or trap discharge shall be immediately repaired by the permittee in a permanent manner satisfactory to the municipality, local conservation district, and the owner of the damaged property.

ADDITIONAL EROSION AND SEDIMENT CONTROL PLAN NOTES

1. The operator shall assure that the approved erosion and sediment control plan is properly and completely implemented.
2. The operator shall assure that an erosion and sediment control plan has been prepared, and is being implemented and maintained for all soil and/or rock spoil and borrow areas, regardless of their location.
3. All pumping of sediment laden water shall be through a sediment control BMP, such as a pumped water filter bag discharging over non-disturbed areas.
4. The contractor is advised to become thoroughly familiar with the provisions of the Appendix 64, Erosion Control Rules and Regulations, Title 25, Part 1, Department of Environmental Protection, Subpart C, Protection of Natural Resources, Article III, Water Resources, Chapter 102, Erosion Control.
5. Only limited disturbance will be permitted to provide access to the sediment basins and diversion berm for grading and acquiring borrow to construct those BMPs.
6. Erosion and sediment BMP's must be constructed, stabilized, and functional before site disturbance begins within the tributary areas of those BMP's.
7. After final site stabilization has been achieved, temporary erosion and sediment BMP controls must be removed. Areas disturbed during removal of the BMP's must be stabilized immediately.
8. Sediment must be removed from storm water inlet protection after each runoff event.

Temporary Stabilization and Permanent Stabilization

15. Hay or straw mulch must be applied at 3.0 tons per acre.
16. Mulch with mulch control netting or erosion control blankets must be installed on all slopes 4:1 or steeper.
17. Straw mulch shall be applied in long strands, not chopped or finely broken.
18. Sediment removed from BMP's shall be disposed of in landscape areas outside of steep slopes, wetlands, floodplains or drainage swales and immediately stabilized, or placed in topsoil stockpiles.
19. An E&S plan shall be submitted to the department or authorized conservation district and implemented for all spoil and borrow areas, regardless of their location.

Other Issues

20. The Project Boundary is equal to the limits of disturbance of the site and any off-site areas within the limits of disturbance that are the responsibility of the developer to install. Off-site facilities such as: utilities and roadways.
21. The project's receiving watercourse is Sandy Run Creek, and the Chapter 93 classification is TSF, MF.
22. The owner is responsible for the long term "operation and maintenance" of the BMP's.
23. Upon completion or temporary cessation of the earth disturbance activity, the project site shall be immediately stabilized in accordance with the recommendations contained in the Erosion and Sediment Pollution Control Manual (E&S Manual), Commonwealth of Pennsylvania, Department of Environmental Protection No. 363-2134-008, March 2012, as ammended and updated. Erosion and Sediment Control BMPs shall be implemented and maintained until permanent stabilization is completed and PCSM BMPs are operational.
24. If the site will need to import or export material from the site, the responsibility for performing "Environmental Due Diligence" and determination of "Clean Fill" will rest with contractor.

    Clean Fill is defined as: Uncontaminated, non-water soluble, non-decomposable, inert, solid material. The term includes soil, rock, stone, dredged material, used asphalt, and brick, block or concrete from construction and demolition activities that is separate from other waste and is recognizable as such. The term does not include materials placed in or on the 'Waters of the Commonwealth' unless otherwise authorized. (The term "used asphalt" does not include milled asphalt or asphalt that has been processed for re-use).

    Clean Fill affected by a spill or release of a regulated substance: Fill materials affected by a spill or release of a regulated substance still qualifies as clean fill provided the testing reveals that the fill material contains concentrations of regulated substances that are below the residential limits in Tables FP-1a and FP-1b found in the Department's policy "Management of Fill".

    Any person placing clean fill that has been affected by a spill or release of a regulated substance must use form FP-001 to certify the origin of the fill material and the results of the analytical testing to qualify the material as clean fill. Form FP-001 must be retained by the owner of the property receiving the fill. A copy of Form FP-001 can be found at the end of these instructions.

    Environmental Due Diligence: The applicant must perform Environmental Due Diligence to determine if the fill materials associated with the project qualify as Clean Fill. Environmental Due Diligence is defined as: Investigative techniques, including, but not limited to, visual property inspections, eletronic data base searches, review of property ownership, review of property use history, Sanborn maps, environmental questionnaires, transaction screens, analytical testing, environmental assessments or audits. Analytical testing is not a required part of Due Diligence unless visual inspection and/or review of the past land use of the property indicates that the fill may have been subjected to a spill or release of regulated substance. If the fill may have been affected by a spill or release of a regulated substance, it must be tested to determine if it qualifies as clean fill. Testing should be performed in accordance with Appendix A of the Department's policy "Management of Fill".

    Fill material that does not qualify as Clean Fill is Regulated Fill. Regulated Fill is waste and must be managed in accordance with the Department's municipal or residual waste regulations based on 25 Pa. Code Chapters 287 Residual Waste Management or 271 Municipal Waste Management, whichever is applicable. These regulations are available on-line at www.pacode.com.

SEQUENCE OF CONSTRUCTION

1. At least 7 days before any earth disturbance activities, the operator is required to invite all contractors involved in those activities, the landowner, all appropriate municipal officials, the erosion and sediment control plan preparer (Licensed Professional), to a preconstruction meeting. Also, at least 3 days before starting any earth disturbance activities, all contractors involved in those activities shall notify the Pennsylvania One Call System, Inc. at 1-800-242-1776 for buried utilities locations.
2. Prior to disturbance, delineate limits of disturbance on the project site with survey stakes/ribbon or orange construction fence.
3. Install rock construction entrance as shown on the erosion control plan.
4. Install silt socks and inlet protection devices as shown on the E&S Plan. Silt socks in areas of existing and proposed driveway may vary slightly (see Erosion Control Plan).
5. Upon stabilization of all downslope erosion and sediment perimeter control BMPs and at least 3 days prior to proceeding with the bulk earth disturbance activities, the permittee or co-permittee shall provide notification to the Abington Township Engineering department.
6. Provide and maintain temporary pedestrian sidewalk access route including signage, barricade barrels, and pavement markings along street frontage while existing sidewalk is being replaced.
7. Once all down gradient erosion control measures are in place and functional and the township has been notified, begin earth moving activities.
8. Demolish existing structures as shown on the Existing Features/Demolition Plan. Strip and stockpile site topsoil. site concrete, paving, utilities, etc. as shown on the plan.
9. Begin rough grading and sidewalk replacement along Rothley Ave.
10. Install proposed inlets and trench drain. Inlets and trench drain should be temporarily sealed to prevent sediment laden water from entering.
11. Once subgrade has been achieved in areas of standard pavement, begin installation of concrete curbing throughout site.
12. Remove temporary pedestrian route signs and barrels once sidewalk and entrance apron is complete.
13. Install stone base and bituminous base in all areas of standard pavement.
14. After standard pavement areas are stabilized with bituminous base course, begin excavation of infiltration bed under pervious pavement area. Infiltration bed is to be excavated from the outside to minimize compaction. (CRITICAL STAGES-MUST BE OVERSEEN BY LICENSED PROFESSIONAL)
15. Place filter fabric on sides of infiltration bed only and fill with clean washed open stone and install PVC distribution pipes, overflow pipes, storm inlets and drain basins per the details. All inlets should be temporarily sealed to prevent sediment laden water from entering.
16. Continue with installation of pervious pavement base stone.
17. After the proposed parking lot is stabilized with stone, remove rock construction entrance and install remaining bituminous base course.
18. Final grade the remaining site area, install landscaping, and apply permanent seeding and mulch until proper vegetative cover is established. No more than 15,000 square feet of disturbed area is to reach final grade before initiating seeding and mulching operations. Stabilization occurs when disturbed area has 70% uniform vegetation cover. Remove temporary inlet protection within the site and install water quality hoods if not already installed.\After all other areas have achieved uniform stabilization, remove any remaining erosion control devices. Apply permanent seeding and mulch to areas disturbed by removal of perimeter E&S controls (silt socks). Upon stabilization, remove temporary inlet protection.
19. Install finished wearing course in all areas of standard pavement.
20. Remove any soil from the clean stone pervious pavement base as needed and install finished pervious pavement wearing course per the detail and install signage and striping.
21. Construction activities are expected to commence in the fall of 2023 and be completed within one year.

SEQUENCE NOTES:

1. The contractor is to notify the Township and Township Engineer 48 hours prior to start of construction.
2. No more than 15,000 square feet of disturbed area is to reach final grade before initiating seeding and mulching operations.
3. All water pumped from work areas shall be pumped through a properly situated sediment filter bag.
4. Cessation of earthmoving activity for 4 days or longer requires temporary stabilization.
5. Temporary pedestrian sidewalk access route shall be maintained over existing pavements until new sidewalk construction is complete along Old York Road street frontage.

INFILTRATION BED/PERVIOUS PAVEMENT CONSTRUCTION SEQUENCE:

1. EXCAVATE PROPOSED INFILTRATION AREAS AS DELINEATED ON PLAN.
2. INSTALL FILTER FABRIC PER DETAILS.
3. SCARIFY SUBGRADE.
4. INSTALL STONE BASE. PLACEMENT SHOULD BE LIGHTLY COMPACTED.
5. INSTALL DISTRIBUTION PIPES AND BACKFILL WITH #57 STONE.
6. PLACE AND COMPACT APPROPRIATED FILL & PAVE TO FINISH GRADES (PERVIOUS PAVEMENT WHERE SPECIFIED).
7. INLET SEDIMENT PROTECTION SHOULD BE IMMEDIATELY PLACED ON ALL INLETS IF NOT ALREAD PRESENT.

EROSION CONTROL MAINTENANCE PROCEDURES

Silt Fence:
1. The fence installation should be inspected after every precipitation event and on a weekly basis. Any necessary repairs will be made immediately.
2. Accumulated sediments will be removed as required to keep the fence functional. In all cases, remove deposits where accumulation reaches 1/2 the above ground height of the fence.
3. All undercutting or erosion of the toe anchor will be repaired immediately with compacted backfill materials.
4. Adhere to any manufacturers recommendations for replacing filter fabric fence due to weathering.

Silt Sock:
1. The sock installation should be inspected after every precipitation event and on a weekly basis. Any necessary repairs will be made immediately.
2. Accumulated sediments will be removed as required to keep the sock functional. In all cases, remove deposits where accumulation reaches 1/3 the above ground height of the sock.
3. All undercutting or erosion of the toe anchor will be repaired immediately with compacted backfill materials.
4. Adhere to any manufacturers recommendations for replacing filter fabric sock due to weathering.

Rock Construction Entrances:
The structure's thickness will be constantly maintained to the specific dimension by adding rock. A stockpile of rock materials will be maintained on the site for this purpose. At the end of each construction day, all sediment deposited on public roadways, will be removed and returned to the construction site. Washing of the trucks within the roadway is not permitted.

Silt Fence Rock Filters:
Rock filters will be removed when clogged with sediments. Materials must be washed completely free of all foreign materials or new rock used to rebuild the filter.

Rock Filters:
Rock filters will be removed when clogged with sediments. Materials must be washed completely free of all foreign materials or new rock used to rebuild the filter.

Temporary Inlet Protection:
Sediment will be removed from the trap after each storm event.

TEMPORARY SEEDING REQUIREMENTS

SPECIES	SEEDING RATE (lb./Ac.)
FOR SPRING SEEDING (UP TO JUNE 15)	
Annual Ryegrass	40
or spring oats,	96 (3 bu)
or spring oats plus ryegrass,	64 oats (2 bu) plus 20 lb annual or perennial ryegrass
or winter wheat,	180 (3 bu)
or winter rye	168 (3 bu)
FOR LATE SPRING AND SUMMER SEEDING (JUNE 16 to AUGUST 15)	
Annual Ryegrass,	40
or Japanese or foxtail millet,	35
or sudangrass,	40
or spring oats,	96 (3 bu)
or winter wheat,	180 (3 bu)
or winter rye	168 (3 bu)
FOR LATE SUMMER AND FALL SEEDING (AUGUST 16 AND LATER)	
Annual Ryegrass,	40
or winter rye,	168 (3 bu)
or winter wheat,	180 (3 bu)
or spring oats	
(can be used but winter kills)	96 (3 bu)

NOTES:
1. Upon completion of an earth disturbance activity or any stage or phase of an activity, the site shall be immediately seeded, mulched or otherwise protected from accelerated erosion and sedimentation. During the non-growing season, October 15 through March 15, mulch must be applied at the recommended rates
   Temporary seeding shall be performed after the end of the non-growing season.
   Disturbed areas which are not at finish grade and which will be disturbed within one year shall be seeded and mulched with a quick growing temporary seeding mixture and mulch.
   Disturbed areas which are either at finish grade or will not be redisturbed within one year must be seeded and mulched with permanent seed mixture and mulch.
2. MULCHING: Mulches alone help protect areas from erosion. Mulches also provide initial protection if area is to be seeded later. Use hay or straw at a rate of 3 tons per acre.
3. SITE PREPARATION: Apply 1 ton of agricultural-grade limestone per acre, plus fertilizer at the rate of 50-50-50 (50 pounds of N, 50 pounds of P205, and 50 pounds of K20) per acre, and work in where possible.
4. Topsoil stockpiles must be seeded and mulched immediately.

PERMANENT SEEDING REQUIREMENTS FOR LAWNS (SEE SEPARATE MIXES FOR BASIN)

MIX No.	SPECIES	SEEDING RATE	MIX No.	SPECIES	SEEDING RATE
2	Tall Fescue, or	75 lb./Ac.	4	Birdsfoot Trefoil, plus	10 lb./Ac.
	Fine Fescue, or	40 lb./Ac.		Reed Canarygrass	15 lb./Ac.
	Kentucky Bluegrass,	30 lb./Ac.			
	plus Redtop, or	3 lb./Ac.	10	Tall Fescue, plus	60 lb./Ac.
	Perennial Ryegrass	20 lb./Ac.		Fine Fescue	15 lb./Ac.
3	Birdsfoot Trefoil, plus	10 lb./Ac.			
	Tall Fescue	35 lb./Ac.			

NOTES:
1. Seeding rates are for pure live seed, seeding rate shall be adjusted by percent germination.
2. Mixture No. 2 is suitable for frequent mowing. Do not cut shorter than 4 inches.
3. Keep Redtop seeding rate to that indicated. This species has small seeds and is very competitive.
4. Diversion channels, detention basins, and sediment traps or berms shall be seeded and mulched immediately.
5. Due to the absence of soil tests, the site shall be prepared by the application of at least 6 tons of agricultural grade limestone and 100-200-200 (100 pounds of N, 200 pounds of P205, and 200 pounds of K20) per acre. Work lime and fertilizer into the soil deeply where possible.
6. After seeding, mulch with hay or straw at a rate of 3 tons per acre.
7. For best results, grass and legume seedings should be made in spring (March, April, and early May). However, through proper choice of seed mixtures, seed specifications, and establishment techniques, disturbed sites can be seeded almost any time from spring to fall. Legume seedings need a growing period of at least ten to twelve weeks to produce seedlings sufficiently large and hardy to survive the winter. Grasses generally require at least four to six weeks of growth prior to hard frosts. It is suggested that legumes be seeded before August 15 in southeastern Pennsylvania (corn maturity zone 4).

RECOMMENDED SEED MIXTURES FOR VARIOUS AREAS

AREA	MIXTURE
Slopes and banks (unmowed)	3
(mowed)	2 or 10
Drainage swales	2, 3 or 4
Utility Right-of-Way	3
Lawns	2, 3 or 10

MULCHING REQUIREMENTS

All conservation and erosion control areas, whether seeded with a drill, broadcasted, or hydroseeded, should be mulched to reduce soil erosion and to aid seed germination and seedling establishment. Grass hay and cereal straw are preferred mulches and should be applied to produce a loose layer 0.75 to 1 inch deep. Generally, 3 tons of mulch per acre are sufficient. As a guideline, a thickness of five to six overlapping straw or hay stems is acceptable for mulching. Straw or hay should not be chopped or finely broken during application. On steep slopes, hay rather than straw mulch is recommended.

CAUTION: Hay mulch may introduce undesirable weeds; use clean mulch if weeds might be a problem.

Long straws and stems are more readily anchored in place and afford seeding plants more protection than does chopped straw or hay. Mulches of hay or straw may be tied down with commercial netting of various types or with asphalt emulsion or cutback asphalt at a rate of 100 to 150 gallons per acre. Application of cellulose fiber over the straw or hay mulch at a rate of 800 to 1000 pounds per acre also is an excellent way to tack or hold the mulch in place.

SOIL LIST, LIMITATIONS AND RESOLUTIONS:

SOIL NAME*	CUTBANKS CAVE	CORROSIVE TO CONCRETE/STEEL	DROUGHTY	EASILY ERODIBLE	FLOODING	DEPTH TO SATURATED ZONE/ SEASONAL HIGH WATER TABLE	HYDRIC/HYDRIC INCLUSIONS	LOW STRENGTH/ LANDSLIDE PRONE	SLOW PERCOLATION	PIPING	POOR SOURCE OF TOPSOIL	FROST ACTION	SHRINK - SWELL	POTENTIAL SINKHOLE	PONDING	WETNESS
URBAN LAND (UrkB, UrkD)	X	C/S		X		X	X	X	X	X	X	X	X			X

SOIL LIMITATION RESOLUTIONS:
CUTBANKS CAVE - OSHA STANDARDS AND REGULATIONS MUST BE FOLLOWED AT ALL TIMES TO ENSURE THE SAFETY OF WORKER DURING TRENCHING AND EXCAVATION
CORROSIVE TO CONCRETE/STEEL - SPECIAL SITE EXAMINATION AND DESIGN MAY BE REQUIRED; INSTALL UTILITIES ENTIRELY WITHIN ONE KIND OF SOIL OR SOIL LAYER
DROUGHTY - USE NATIVE VEGETATION WHERE POSSIBLE. SUPPLEMENTAL IRRIGATION MAY BE NECESSARY FOR VEGETATION ESTABLISHMENT.
EASILY ERODIBLE - MECHANICALLY COMPACT AREAS OF FILL PLACEMENT. USE SOD OR EROSION CONTROL NETTING IN AREAS OF STEEP SLOPES OR CONCENTRATED FLOWS.
FLOODING - POSITIVE STORM DRAINAGE, PUMP ALL SEDIMENT LADEN WATER INTO FILTER BAG OR SEDIMENT TRAP/BASIN.
DEPTH TO SATURATED ZONE/SEASONAL HIGH WATER TABLE - STORMWATER MANAGEMENT SYSTEMS AND INFILTRATION AREAS SHOULD BE SITUATED ABOVE THESE LIMITING ZONES. BMPS SHOULD BE DESIGNED WITH A LARGE FOOTPRINT TO INCREASE CONTACT AREA IN SOILS WITH POOR INFILTRATION PROPERTIES.
HYDRIC/HYDRIC INCLUSIONS - STORMWATER MANAGEMENT SYSTEMS AND INFILTRATION AREAS SHOULD BE SITUATED ABOVE LIMITING ZONES. BMPS SHOULD BE DESIGNED WITH A LARGE FOOTPRINT TO INCREASE CONTACT AREA IN SOILS WITH POOR INFILTRATION PROPERTIES.
LOW STRENGTH/LANDSLIDE PRONE - MECHANICALLY COMPACT BERMS AND GRADE WHEN MATERIAL IS NOT SATURATED.
SLOW PERCOLATION - STORMWATER MANAGEMENT SYSTEMS AND INFILTRATION AREAS SHOULD BE SITUATED ABOVE THESE LIMITING ZONES. BMPS SHOULD BE DESIGNED WITH A LARGE FOOTPRINT TO INCREASE CONTACT AREA IN SOILS WITH POOR INFILTRATION PROPERTIES.
PIPING - MECHANICALLY COMPACT AREAS OF FILL PLACEMENT.
POOR SOURCE OF TOPSOIL - SEED, FERTILIZING, AND SOIL PREPARATION FOR ADVERSE CONDITIONS
FROST ACTION - RECOMMENDED TO WORK DURING WARM WINTER MONTHS
SHRINK-SWELL - MECHANICALLY COMPACT AREAS OF FILL PLACEMENT. CONSULT GEOTECHNICAL ENGINEER FOR SUITABILITY AND EXCHANGE SOIL IF DEEMED NECESSARY.
POTENTIAL SINKHOLE - MECHANICALLY COMPACT AREAS OF FILL PLACEMENT. INFILTRATION FACILITIES SHOULD BE MINIMIZED IN AREAS UNDERLAIN BY LIMESTONE, BMPS SHOULD BE DESIGNED WITH A LARGE FOOTPRINT TO INCREASE CONTACT AREA.
PONDING - POSITIVE STORM DRAINAGE, PUMP ALL SEDIMENT LADEN WATER INTO FILTER BAG OR SEDIMENT TRAP/BASIN.
WETNESS - POSITIVE STORM DRAINAGE, PUMP ALL SEDIMENT LADEN WATER INTO FILTER BAG OR SEDIMENT TRAP/BASIN. STORMWATER MANAGEMENT SYSTEMS AND INFILTRATION AREAS SHOULD BE SITUATED ABOVE THESE LIMITING ZONES.

* ON-SITE SOILS IDENTIFIED AND MAPPED FROM THE UNITED STATES DEPARTMENT OF AGRICULTURE, NATURAL RESOURCE CONSERVATION SERVICE, WEB SOIL SURVEY.

COMMONWEALTH OF PENNSYLVANIA
REGISTERED PROFESSIONAL
CHAD WILLIAM BRENSINGER
ENGINEER No.074209E

COUNTY PARCEL NO.
30-00-60076-00-5
30-00-60072-00-9
BLOCK - UNIT
30-200-172
30-200-003
SITE ADDRESS
1583 ROTHLEY AVE
ROSLYN, PA 19001
DEED BOOK - PAGE
6009-01739

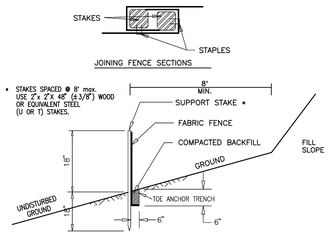
RECORD OWNER
DOLSON, LLC
c/o AMI DOLEY
323 OSCEOLA AVENUE
ELKINS PARK, PA 19027
267-241-4614

CHARLES E. SHOEMAKER, INC.
ENGINEERS & SURVEYORS
110 KEYSTONE DRIVE
MONTGOMERYVILLE, PA 18936
PHONE: 215-887-2165
FAX: 215-576-7791
E-MAIL: staff@ceshoemaker.com

DATE	NO	REVISION	BY
3/27/2024	1	TOWNSHIP REVIEW #1	CWB

EROSION CONTROL NOTES
1583 ROTHLEY AVENUE
PREPARED FOR
DOLSON, LLC
OF
ABINGTON TOWNSHIP, MONTGOMERY COUNTY, PA.

DATE
AUGUST 14, 2023
DWG NO.
A-1-1888
JOB NO.
26670A
SHEET NO.
8 OF 11



NOTES:

Fabric shall have the minimum properties as shown in Table 4.3.

Silt fence shall be installed at existing level grade. Both ends of each fence section shall be extended at least 8 feet upslope at 45 degrees to the main fence alignment (Figure 4.1).

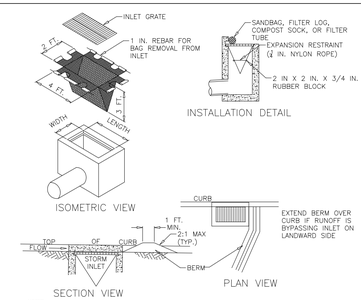
Sediment shall be removed where accumulations reach half the aboveground height of the fence.

Any section of silt fence which has been undermined or topped shall be immediately replaced with a rock filter outlet (Standard Construction Detail # 4–6).

Fence shall be removed and properly disposed of when tributary area is permanently stabilized.

STANDARD SILT FILTER FABRIC FENCE (88")

NTS



NOTES:

MAXIMUM DRAINAGE AREA = 1/2 ACRE.

INLET PROTECTION SHALL NOT BE REQUIRED FOR INLET TRIBUTARY TO SEDIMENT BASIN OR TRAP. BERMS SHALL BE REQUIRED FOR ALL INSTALLATIONS.

ROLLED EARTHEN BERM SHALL BE MAINTAINED UNTIL ROADWAY IS STONED. ROAD SUBBASE BERM SHALL BE MAINTAINED UNTIL ROADWAY IS PAVED. SIX INCH MINIMUM HEIGHT ASPHALT BERM SHALL BE MAINTAINED UNTIL ROADWAY SURFACE RECEIVES FINAL COAT.

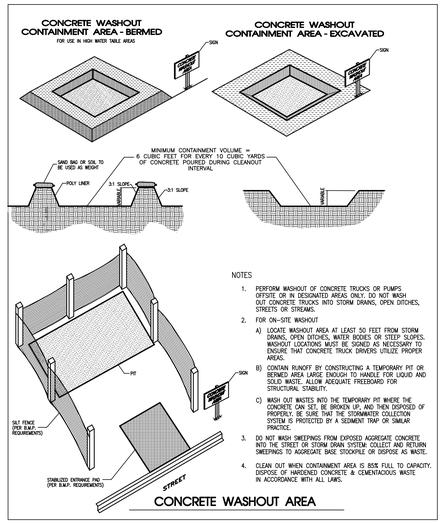
AT A MINIMUM, THE FABRIC SHALL HAVE A MINIMUM GRAB TENSILE STRENGTH OF 120 LBS, A MINIMUM BURST STRENGTH OF 200 PSI, AND A MINIMUM TRAPEZOIDAL TEAR STRENGTH OF 50 LBS. FILTER BAGS SHALL BE CAPABLE OF TRAPPING ALL PARTICLES NOT PASSING A NO. 40 SIEVE.

INLET FILTER BAGS SHALL BE INSPECTED ON A WEEKLY BASIS AND AFTER EACH RUNOFF EVENT. BAGS SHALL BE EMPTIED AND RINSED OR REPLACED WHEN HALF FULL OR WHEN FLOW CAPACITY HAS BEEN REDUCED SO AS TO CAUSE FLOODING OR BYPASSING OF THE INLET. DAMAGED OR CLOGGED BAGS SHALL BE REPLACED. A SUPPLY SHALL BE MAINTAINED ON SITE FOR REPLACEMENT OF BAGS. ALL NEEDED REPAIRS SHALL BE INITIATED IMMEDIATELY AFTER THE INSPECTION. DISPOSE OF ACCUMULATED SEDIMENT AS WELL AS ALL USED BAGS ACCORDING TO THE PLAN NOTES.

DO NOT USE ON MAJOR PAVED ROADWAYS WHERE PONDING MAY CAUSE TRAFFIC HAZARDS.

STANDARD CONSTRUCTION DETAIL #4-15
FILTER BAG INLET PROTECTION - TYPE C INLET

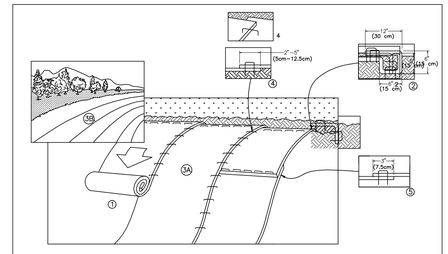
NOT TO SCALE



NOTES

1. PERFORM WASHOUT OF CONCRETE TRUCKS OR PUMPS OFFSITE OR IN DESIGNATED AREAS ONLY. DO NOT WASH OUT CONCRETE TRUCKS INTO STORM DRAINS, OPEN DITCHES, STREETS OR STREAMS.
2. FOR ON-SITE WASHOUT
   A) LOCATE WASHOUT AREA AT LEAST 50 FEET FROM STORM DRAINS, OPEN DITCHES, WATER BODIES OR STEEP SLOPES. WASHOUT LOCATIONS MUST BE SIGNED AS NECESSARY TO ENSURE THAT CONCRETE TRUCK DRIVERS UTILIZE PROPER AREAS.
   B) CONTAIN RUNOFF BY CONSTRUCTING A TEMPORARY PIT OR BERMED AREA LARGE ENOUGH TO HANDLE FOR LIQUID AND SOLID WASTE. ALLOW ADEQUATE FREEBOARD FOR STRUCTURAL STABILITY.
   C) WASH OUT WASTES INTO THE TEMPORARY PIT WHERE THE CONCRETE CAN SET, BE BROKEN UP, AND THEN DISPOSED OF PROPERLY. BE SURE THAT THE STORMWATER COLLECTION SYSTEM IS PROTECTED BY A SEDIMENT TRAP OR SIMILAR PRACTICE.
3. DO NOT WASH SWEEPINGS FROM EXPOSED AGGREGATE CONCRETE INTO THE STREET OR STORM DRAIN SYSTEM. COLLECT AND RETURN SWEEPINGS TO AGGREGATE BASE STOCKPILE OR DISPOSE AS WASTE.
4. CLEAN OUT WHEN CONTAINMENT AREA IS 85% FULL TO CAPACITY. DISPOSE OF HARDENED CONCRETE & CEMENTACIOUS WASTE IN ACCORDANCE WITH ALL LAWS.

CONCRETE WASHOUT AREA

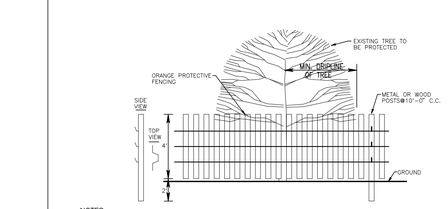


1. PREPARE SOIL BEFORE INSTALLING BLANKETS, INCLUDING ANY NECESSARY APPLICATION OF LIME, FERTILIZER, AND SEED. NOTE: WHEN USING CELL-O-SEED DO NOT SEED PREPARED AREA. CELL-O-SEED MUST BE INSTALLED WITH PAPER SIDE DOWN.
2. BEGIN AT THE TOP OF THE SLOPE BY ANCHORING THE BLANKET IN A 6" (15cm) DEEP X 6" (15cm) WIDE TRENCH WITH APPROXIMATELY 12" (30cm) OF BLANKET EXTENDED BEYOND THE UP-SLOPE PORTION OF THE TRENCH. ANCHOR THE BLANKET WITH A ROW OF STAPLES/STAKES APPROXIMATELY 12" (30cm) APART IN THE BOTTOM OF THE TRENCH. BACKFILL AND COMPACT THE TRENCH AFTER STAPLING. APPLY SEED TO COMPACTED SOIL AND FOLD REMAINING 12" (30cm) PORTION OF BLANKET BACK OVER SEED AND COMPACTED SOIL. SECURE BLANKET OVER COMPACTED SOIL WITH A ROW OF STAPLES/STAKES SPACED APPROXIMATELY 12" (30cm) APART ACROSS THE WIDTH OF THE BLANKET.
3. ROLL THE BLANKETS (A) DOWN OR (B.) HORIZONTALLY ACROSS THE SLOPE. BLANKETS WILL UNROLL WITH APPROPRIATE SIDE AGAINST THE SOIL SURFACE. ALL BLANKETS MUST BE SECURELY FASTENED TO SOIL SURFACE BY PLACING STAPLES/STAKES IN APPROPRIATE LOCATIONS AS SHOWN IN THE STAPLE PATTERN GUIDE. WHEN USING OPTIONAL DOT SYSTEM™, STAPLES/STAKES SHOULD BE PLACED THROUGH EACH OF THE COLORED DOTS CORRESPONDING TO THE APPROPRIATE STAPLE PATTERN.
4. THE EDGES OF PARALLEL BLANKETS MUST BE STAPLED WITH APPROXIMATELY 2"–5" (5cm–12.5cm) OVERLAP DEPENDING ON BLANKET TYPE. TO ENSURE PROPER SEAM ALIGNMENT, PLACE THE EDGE OF THE OVERLAPPING BLANKET (BLANKET BEING INSTALLED ON TOP) EVEN WITH THE COLORED SEAM STITCH ON THE PREVIOUSLY INSTALLED BLANKET.
5. CONSECUTIVE BLANKETS SPLICED DOWN THE SLOPE MUST BE PLACED END OVER END (SHINGLE STYLE) WITH AN APPROXIMATE 3" (7.5cm) OVERLAP. STAPLE THROUGH OVERLAPPED AREA, APPROXIMATELY 12" (30cm) APART ACROSS ENTIRE BLANKET WIDTH.

NOTE:
•IN LOOSE SOIL CONDITIONS, THE USE OF STAPLE OR STAKE LENGTHS GREATER THAN 6" (15cm) MAY BE NECESSARY TO PROPERLY SECURE THE BLANKETS.

NORTH AMERICAN GREEN
14649 HIGHWAY 41 NORTH, EVANSVILLE, INDIANA 47725
USA 1–800–772–2040 CANADA 1–800–448–2040
www.nagreen.com

SLOPE INSTALLATION



NOTES

1. WATERBARS SHALL DISCHARGE TO A STABLE AREA.
2. WATERBARS SHALL BE INSPECTED WEEKLY (DAILY ON ACTIVE ROADS) AND AFTER EACH RUNOFF EVENT. DAMAGE OR ERODED WATERBARS SHALL BE RESTORED TO ORIGINAL DIMENSIONS WITHIN 24 HOURS OF INSPECTION.
3. MAINTENANCE OF WATERBARS SHALL BE PROVIDED UNTIL ROADWAY, SKIDTRAIL, OR RIGHT–OF–WAY HAS ACHIEVED PERMANENT STABILIZATION.
4. WATERBARS ON RETIRED ROADWAYS, SKIDTRAILS, AND RIGHT–OF–WAYS SHALL BE LEFT IN PLACE AFTER PERMANENT STABILIZATION HAS BEEN ACHIEVED.

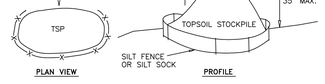
TABLE 3.1 – MAXIMUM WATERBAR SPACING

PERCENT SLOPE	SPACING (FT)
<5	250
5–15	150
15–30	100
>30	50

ADAPTED FROM USDA FOREST SERVICE

WATERBAR DETAIL

NOT TO SCALE

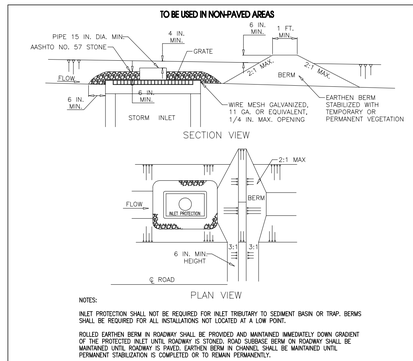


NOTES:

1. SILT FENCE/SOCK MUST BE PLACED DOWNSLOPE OF ALL STOCKPILES.
2. IMMEDIATELY APPLY TEMPORARY SEEDING TO ALL STOCKPILES WHICH WILL REMAIN IN PLACE 20 DAYS OR MORE.

TOPSOIL STOCKPILE DETAIL

NOT TO SCALE



NOTES:

INLET PROTECTION SHALL NOT BE REQUIRED FOR INLET TRIBUTARY TO SEDIMENT BASIN OR TRAP. BERMS SHALL BE REQUIRED FOR ALL INSTALLATIONS NOT LOCATED AT A LOW POINT.

ROLLED EARTHEN BERM IN ROADWAY SHALL BE PROVIDED AND MAINTAINED IMMEDIATELY DOWN GRADIENT OF THE PROTECTED INLET UNTIL ROADWAY IS STONED. ROAD SUBBASE BERM ON ROADWAY SHALL BE MAINTAINED UNTIL ROADWAY IS PAVED. EARTHEN BERM IN CHANNEL SHALL BE MAINTAINED UNTIL PERMANENT STABILIZATION IS COMPLETED OR TO REMAIN PERMANENTLY.

STONE INLET PROTECTION AND BERM FOR A TYPE M INLET CAN BE USED IN ONE ACRE MAXIMUM DRAINAGE AREA WITH 1% IN. OVERFLOW PIPE AND 4 IN. HEAD. A PERFORATED PLATE WELDED TO A METAL RISER MAY NOT BE SUBSTITUTED FOR THE WIRE MESH. A SLOTTED PLATE WELDED TO THE RISER MAY BE USED IN CONJUNCTION WITH THE WIRE MESH IF CALCULATIONS ARE PROVIDED TO SHOW SUFFICIENT CAPACITY FOR THE INLET TO ACCEPT THE PEAK RUNOFF FOR A 2–YEAR STORM EVENT FROM THE TRIBUTARY DRAINAGE AREA. TOP OF PIPE SHALL BE AT LEAST 6 INCHES BELOW ADJACENT ROADWAY IF PONDED WATER WOULD POSE A SAFETY HAZARD TO TRAFFIC. EARTHEN BERM SHALL BE ROLLED.

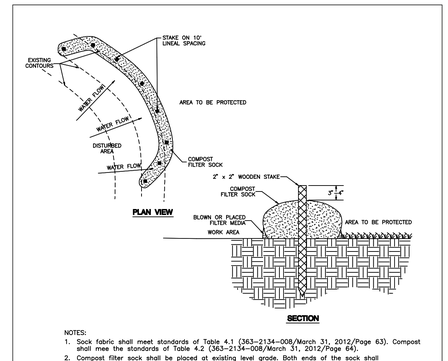
SEDIMENT SHALL BE REMOVED WHEN IT REACHES HALF THE HEIGHT OF THE STONE. DAMAGED OR CLOGGED INSTALLATIONS SHALL BE REPAIRED OR REPLACED IMMEDIATELY.

FOR SYSTEMS DISCHARGING TO HQ OR EV SURFACE WATER, A 6 IN. THICK COMPOST LAYER SHALL BE SECURELY ANCHORED ON OUTSIDE AND OVER TOP OF STONE. COMPOST SHALL MEET THE STANDARDS IN TABLE 4.2 OF THE PA DEP EROSION CONTROL MANUAL.

DO NOT USE ON MAJOR PAVED ROADWAYS WHERE PONDING MAY CAUSE TRAFFIC HAZARDS.

STANDARD CONSTRUCTION DETAIL #4-20
STONE INLET PROTECTION AND BERM - TYPE M INLET

NOT TO SCALE

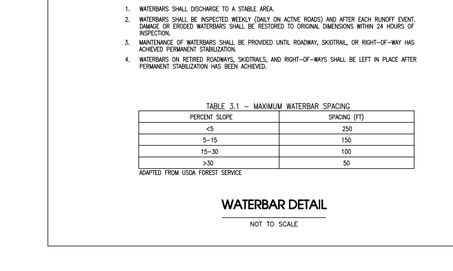


NOTES:

1. Sock fabric shall meet standards of Table 4.1 (363–2134–008/March 31, 2012/Page 63). Compost shall mee the standards of Table 4.2 (363–2134–008/March 31, 2012/Page 64).
2. Compost filter sock shall be placed at existing level grade. Both ends of the sock shall be extended at least 8 feet up slope at 45 degrees to the main sock alignment as shown on detail. Maximum slope length above any sock shall not exceed that shown on Figure 4.2 (363–2134–008/March 31, 2012/Page 66). Stakes may be installed immediately downslope of the sock if so specified by the manufacturer.
3. Traffic shall not be permitted to cross filter socks.
4. Accumulated sediment shall be removed when it reaches half the aboveground height of the sock and disposed of in a manner described elsewhere in the plan.
4. Socks shall be inspected weekly and after each runoff event. Damaged socks shall be repaired according to the manufacturer's specifications of replaced within 24 hours of inspection.
5. Biodegradable filter socks shall be replaced after 6 months; photodegradable socks after 1 year. Polypropylene socks shall be replaced according to manufacturer's recommendations.
6. Upon stabilization of the area tributary to the sock, stakes should be removed. The sock may be left in place and vegetated or removed. In the latter case, the mesh shall be cut open and the mulch spread as a soil supplement.

COMPOST FILTER SOCK DETAIL

N.T.S.

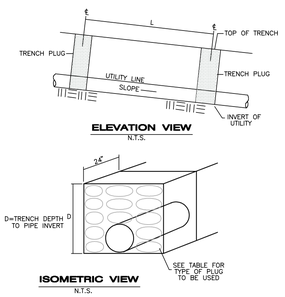


NOTES:

1. THE PROTECTIVE FENCING SHALL BE PLACED AT A DISTANCE CALCULATED AT 1.25 FEET (RADIUS) PER EACH ONE INCH OF DIAMETER BREAST HEIGHT (DBH) OR A MINIMUM OF ONE FOOT OUTSIDE THE EXISTING EDGE OF THE DRIPLINE, WHICHEVER IS GREATER.
2. NOTHING SHALL BE STORED, STOCKPILED, TEMPORARILY PLACED OR ALLOWED IN THE ROOT PROTECTION ZONE.
3. THE PROTECTIVE FENCING SHALL BE ERECTED IN A MANNER STRONG ENOUGH TO PREVENT VEHICULAR ENCROACHMENT.
4. NO FUEL STORAGE, REFUELING OR MAINTENANCE OF EQUIPMENT, OR WASH DOWN OF CEMENT HANDLING EQUIPMENT SHALL BE PERMITTED WITHIN 100 FOOT OF ANY TREE TO BE PRESERVED.
5. ANY DAMAGE TO THE FENCING OR ENCROACHMENT ON THE PROTECTED AREAS SHALL BE REMEDIED IMMEDIATELY.
6. THE PROTECTIVE FENCING TO BE INSTALLED AROUND GROUPS OF TREES, WHERE POSSIBLE, RATHER THAN INDIVIDUAL TREES.

TREE PROTECTION FENCE DETAIL

N.T.S.



ELEVATION VIEW

N.T.S.

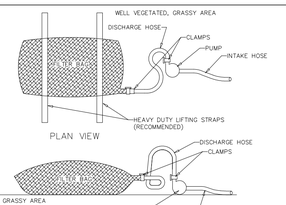
ISOMETRIC VIEW

N.T.S.

REQUIRED SPACING (L) & MATERIALS FOR TRENCH PLUG		
TRENCH SLOPE (%)	L (FEET)	PLUG MATERIAL
0 – 5		NONE
5 – 15	500	EARTH FILLED SACKS
15 – 25	300	EARTH FILLED SACKS
25 – 35	200	EARTH FILLED SACKS
35 – 100	100	EARTH FILLED SACKS
OVER 100	50	CEMENT FILLED SACKS (WETTED), OR MORTARED STONE

UTILITY TRENCH PLUG

N.T.S.



NOTES:

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

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

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

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

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

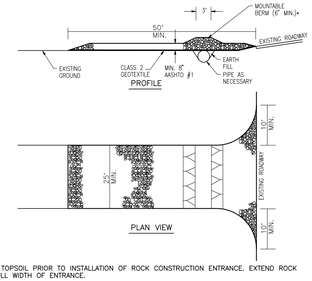
THE PUMP DISCHARGE HOSE SHALL BE INSERTED INTO THE BAGS IN THE MANNER SPECIFIED BY THE MANUFACTURER AND SECURELY CLAMPED. A PIECE OF PVC PIPE IS RECOMMENDED FOR THIS PURPOSE.

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

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

STANDARD CONSTRUCTION DETAIL #3-16
PUMPED WATER FILTER BAG

NOT TO SCALE



NOTES:

REMOVE TOPSOIL PRIOR TO INSTALLATION OF ROCK CONSTRUCTION ENTRANCE. EXTEND ROCK OVER FULL WIDTH OF ENTRANCE.

RUNOFF SHALL BE DIVERTED FROM ROADWAY TO SUITABLE SEDIMENT REMOVAL BMP PRIOR TO ENTERING ROCK CONSTRUCTION ENTRANCE.

MOUNTABLE BERM SHALL BE INSTALLED WHEREVER OPTIONAL CULVERT PIPE IS USED AND PROPER PIPE CONVER AS SPECIFIED BY MANUFACTURER IS NOT OTHERWISE PROVIDED. PIPE SHALL BE SIZED APPROPRIATELY FOR SIZE OF DITCH BEING CROSSED.

MAINTENANCE: ROCK CONSTRUCTION ENTRANCE THICKNESS SHALL BE CONSTANTLY MAINTAINED TO THE SPECIFIED DIMENSIONS BY ADDING ROCK. A STOCKPILE SHALL BE MAINTAINED ON SITE FOR THIS PURPOSE. ALL SEDIMENT DEPOSITED ON PAVED ROADWAYS SHALL BE REMOVED AND RETURNED TO THE CONSTRUCTION SITE IMMEDIATELY. IF EXCESSIVE AMOUNTS OF SEDIMENT ARE BEING DEPOSITED ON ROADWAY, EXTEND LENGTH OF ROCK CONSTRUCTION ENTRANCE BY 50 FOOT INCREMENTS UNTIL CONDITION IS ALLEVIATED OR INSTALL WASH RACK. WASHING THE ROADWAY OR SWEEPING THE DEPOSITS INTO ROADWAY DITCHES, SEWERS, CULVERTS, OR OTHER DRAINAGE COURSES IS NOT ACCEPTABLE.

ROCK CONSTRUCTION ENTRANCE

NOT TO SCALE

COMMONWEALTH OF PENNSYLVANIA
REGISTERED PROFESSIONAL
CHAD WILLIAM BRENSINGER
ENGINEER
No.074209E

RECORD OWNER

DOLSON, LLC
c/o AMI DOLEY
323 OSCEOLA AVENUE
ELKINS PARK, PA 19027
267–241–4614

COUNTY PARCEL NO.
30–00–60076–00–5
30–00–60072–00–9
BLOCK – UNIT
30–200–002
30–200–003

SITE ADDRESS
1583 ROTHLEY AVE
ROSLYN, PA 19001

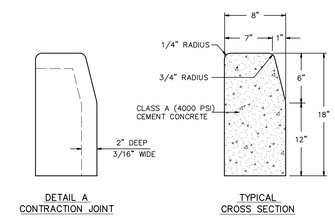
DEED BOOK – PAGE
6009–01739

CHARLES E. SHOEMAKER, INC.
ENGINEERS & SURVEYORS
110 KEYSTONE DRIVE
MONTGOMERYVILLE, PA 18936
PHONE: 215–887–2165
FAX: 215–576–7791
E–MAIL: staff@ceshoemaker.com

NO	DATE	REVISION	BY
1	3/27/2024	TOWNSHIP REVIEW #1	CWB

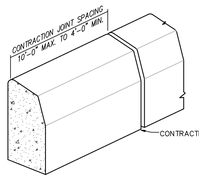
EROSION CONTROL DETAILS
OF
1583 ROTHLEY AVENUE
PREPARED FOR
DOLSON, LLC
ABINGTON TOWNSHIP, MONTGOMERY COUNTY, PA.

DATE
AUGUST 14, 2023
DWG NO.
A–1–1889
JOB NO.
26670A
SHEET NO.
9 OF 11



DETAIL A
CONTRACTION JOINT

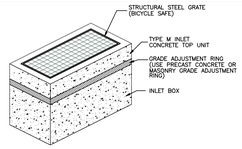
TYPICAL
CROSS SECTION



1. Materials and construction shall meet the requirements of Publication 408, Section 630 for plain cement concrete curb and depressed curb, Section 640 for plain cement concrete curb gutter, and Section 694 for concrete curb cut ramps.
2. Space contraction joints in uniform lengths or section.
3. Provide 1/4" wide premolded expansion joint material wherever concrete sidewalk abuts any rigid pavement, sidewalk, or structure every 50 feet (Max.) with the top of joint filler flush with adjacent concrete surface.
4. Curb cut ramp dimensions and slopes should be adhered to unless existing conditions require special design based on roadway grades. with adjacent concrete surface.
5. Texture the surface of the curb cut ramp by coarse broomimg traverse to the slope of the ramp. Extend texture the full width and length of the curb cut ramp including flared side ramps.
6. Seal joints with an approved sealing material in accordance with Publication 408.
7. Dowel pin curb where curb obuts inlet hoods.

ON-SITE (6" Reveal)
PLAIN CEMENT CONCRETE CURB

N.T.S.

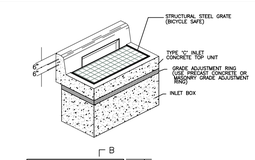


4' TYPE 'M' INLET DETAIL

NOTES:
1. REFER TO PA.DOT (RC) STANDARDS, PUB. #72, DWG. RC – 34, SHEETS 1 & 2 OF 9 FOR ADDITIONAL NOTES.
2. CONSTRUCT IN ACCORDANCE WITH THE REQUIREMENTS OF PUBLICATION 408, SECTION 605, FOR INLET ASSEMBLIES.

TYPICAL TYPE 'M' INLET DETAILS

NTS

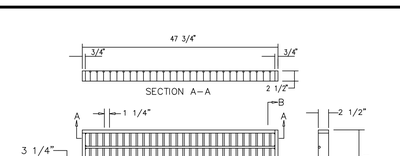


4' TYPE 'C' INLET DETAIL

NOTES:
1. REFER TO PA.DOT (RC) STANDARDS, PUB. #72, DWG. RC – 34, SHEETS 1 & 2 OF 9 FOR ADDITIONAL NOTES.
2. CONSTRUCT IN ACCORDANCE WITH THE REQUIREMENTS OF PUBLICATION 408, SECTION 605, FOR INLET ASSEMBLIES.

TYPICAL TYPE 'C' INLET DETAILS

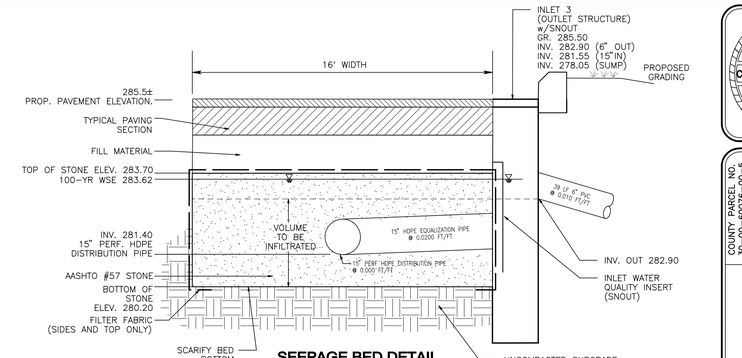
N.T.S.



NOTE:
REFER TO PENNDOT PUB. 72 RC–34 FOR ADDITIONAL DETAILS

STRUCTURAL STEEL GRATE BICYLE SAFE

NOT TO SCALE



SEEPAGE BED DETAIL

NOTE:
NO LIMITING ZONES ARE PRESENT BASED ON SOIL TESTING

SEEPAGE BED VOLUME
V = L x W x D x 40% VOIDS
V = 38' x 16' x 3.5' x 40% VOIDS
V = 851 CU. FT.

The volume below the 6" outfall pipe in the outlet structure is considered to be managed.

The outfall invert is set at 282.9 and the volume below that is 657 CF.

TOTAL WATER QUALITY/RECHARGE VOLUME CONSIDERED = 657 CF

WATER QUALITY INLET/SEEPAGE BED CONSTRUCTION SEQUENCE:

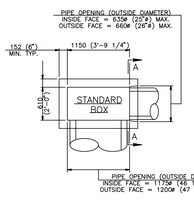
1. Excavate proposed bed area as delineated on the Utility Plan and scorify bed bottom. DO NOT COMPACT BOTTOM
2. Install filter fabric on sides of excavated areas.
3. Install stone base.
4. Install 15" perforated HDPE pipe and backfill with #57 stone.
5. Install fabric on top of stone.
6. Install water quality structure per manufacturer. Seal as required to prevent sediment laden water from entering the system until site is stabilized.
7. Place and compact appropriate fill & pave to finish grades.
8. Inlet sediment protection should be immediately placed on all inlets if not already present.

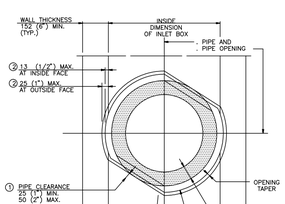
IMPERVIOUS AREA CONSIDERED BASED ON PROPOSED PLAN AND LIMIT OF DISTURBANCE:

△2-yr = 447 CF	<<TOTAL MIN. RECHARGE PER DEP WORKSHEET #4 — DESIGN STORM METHOD
V = 657 CF	<< TOTAL WATER QUALITY/VOLUME REDUCTION — (EXCLUDES ACTIVE INFILTRATION)

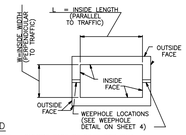
DEWATERING TIME CALCULATIONS

BASED ON THE SOIL TESTING, THE AVERAGE INFILTRATION RATE IS 0.375"/HR
A FACTOR OF SAFETY OF '2' WAS USED FOR DESIGN PURPOSES
INF. RATE = 0.18 IN/HR
= 0.0156 FT/HR
AREA = 38' x 16'
= 608 SF
Qout = INF. RATE x AREA
= 9.5 CF/HR
Vout = 657 CF
TIME = Vout/Qout
TIME = 69.2 HR





SECTION A–A
(STANDARD INLET BOX ONLY)



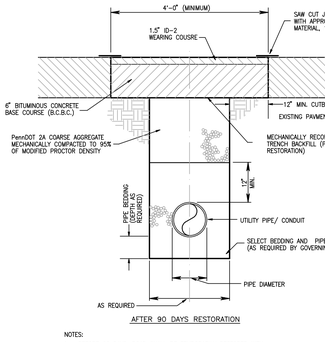
LEGEND
OUTSIDE FACE = OUTSIDE FACE OF INLET BOX WALL
INSIDE FACE = INSIDE FACE OF INLET BOX WALL

INLET BOX SCHEMATIC

LEGEND
① OUTSIDE DIAMETER OF PIPE TO PIPE OPENING REDUCTION IN WALL THICKNESS DIMENSION
② INSIDE FACE OF BOX WALL TO OUTSIDE DIAMETER OF PIPE OPENING

PRECAST INLET BOX DETAILS

N.T.S.

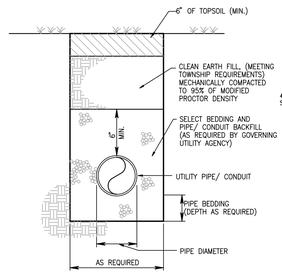


AFTER 90 DAYS RESTORATION

NOTES:
1. BEFORE 90 DAYS, ROAD SHALL BE TEMPORARILY RESTORED WITH 2A COURSE AGGREGATE AND 2" OF PennDOT ID-2 BINDER COURSE (TO GRADE) AND ALLOWED TO SETTLE 90 DAYS PRIOR TO PERMANENT RESTORATION, AS SHOWN ABOVE. PERMANENT RESTORATION OF TRENCHES SHALL BE COMPLETED ONLY AFTER APPROVAL BY THE TOWNSHIP ENGINEER.
2. RETAINED SUITABLE MATERIAL MAY BE USED AS BACKFILL FOR TRENCHES IN TOWNSHIP RIGHT-OF-WAY (OUTSIDE OF CARTWAY) WHEN MORE THAN THREE (3) FEET FROM EDGE OF EXISTING CARTWAY, CURB, AND / OR SIDEWALK.
3. MINIMUM WIDTH OF ALL RESTORATION SHALL BE FOUR (4) FEET.
4. COLD PATCH SHALL BE APPLIED ON ALL TRENCH RESTORATIONS (PRIOR TO 90 DAYS) WHEN B.C.B.C./ID-2 BINDER COURSE ARE NOT AVAILABLE DUE TO WEATHER CONDITIONS.

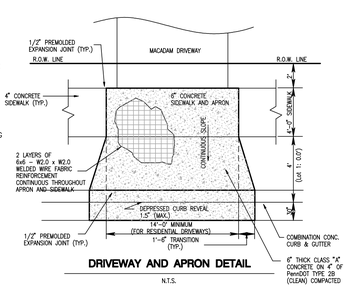
TYPICAL TRENCH RESTORATION DETAIL
(FOR PAVED AREAS)

N.T.S.



TYPICAL TRENCH RESTORATION DETAIL
(FOR NON PAVED AREAS)

N.T.S.



DRIVEWAY AND APRON DETAIL

N.T.S.



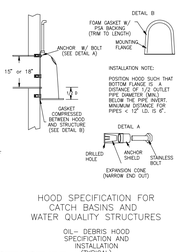
SNOUT OIL & DEBRIS STOP
EMP, INC.
53 MT. ARCHER ROAD, LYME, CT. 06371
(800) 504-8008 FAX: (860) 434-3195
US PATENT #5208150/C1D7128466, PATENTS PENDING

SNOUT OIL–WATER–DEBRIS SEPARATOR

NOTES:
1. ALL HOODS AND TRAPS FOR CATCH BASINS AND WATER QUALITY STRUCTURES SHALL BE MANUFACTURED BY: EMP, INC. / ADS PRODUCTS, INC. 53 MT. ARCHER RD. LYME, CT. 06371 (860) 434-0277, (860) 434-3195 FAX TOLL FREE: (800) 504-8008 OR (888) 354-7585 WEB SITE: www.bestmp.com OR PRE-APPROVED EQUAL
2. ALL HOODS SHALL BE CONSTRUCTED OF A GLASS REINFORCED RESIN COMPOSITE WITH ISO GEL COAT EXTERIOR FINISH WITH A MINIMUM 0.125" LAMINATE THICKNESS.
3. ALL HOODS SHALL BE EQUIPPED WITH A WATERTIGHT ACCESS PORT, A MOUNTING FLANGE, AND AN ANTI-SIPHON VENT AS DRAWN. (SEE CONFIGURATION DETAIL)
4. THE SIZE AND POSITION OF THE HOOD SHALL BE DETERMINED BY OUTLET PIPE SIZE AS PER MANUFACTURER'S RECOMMENDATION.
5. THE BOTTOM OF THE HOOD SHALL EXTEND DOWNWARD A DISTANCE EQUAL TO 1/2 THE OUTLET PIPE DIAMETER WITH A MINIMUM DISTANCE OF 6" FOR PIPES <12" I.D.
6. THE ANTI-SIPHON VENT SHALL EXTEND ABOVE HOOD BY MINIMUM OF 3" AND A MAXIMUM OF 24" ACCORDING TO STRUCTURE CONFIGURATION.
7. THE SURFACE OF THE STRUCTURE WHERE THE HOOD IS MOUNTED SHALL BE FINISHED SMOOTH AND FREE OF LOOSE MATERIAL.
8. THE HOOD SHALL BE SECURELY ATTACHED TO STRUCTURE WALL WITH 3/8" STAINLESS STEEL BOLTS AND OIL-RESISTANT GASKET AS SUPPLIED BY MANUFACTURER. (SEE INSTALLATION DETAIL)
9. INSTALLATION INSTRUCTIONS SHALL BE FURNISHED WITH MANUFACTURER SUPPLIED INSTALLATION KIT.
INSTALLATION KIT SHALL INCLUDE:
A. OIL-RESISTANT GASKET MATERIAL
B. PVC ANTI-SIPHON VENT PIPE AND ADAPTER
C. OIL-RESISTANT CRUSHED CELL FOAM GASKET WITH PSA BACKING
D. 3/8" STAINLESS STEEL BOLTS
E. ANCHOR SHIELDS



INSTALLATION DETAIL

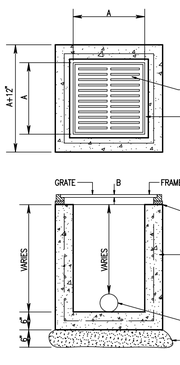


HOOD SPECIFICATION FOR CATCH BASINS AND WATER QUALITY STRUCTURES

OIL– DEBRIS HOOD SPECIFICATION AND INSTALLATION (TYPICAL)

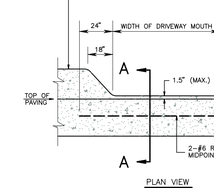
SNOUT™ INLET WATER QUALITY STRUCTURE

N.T.S.



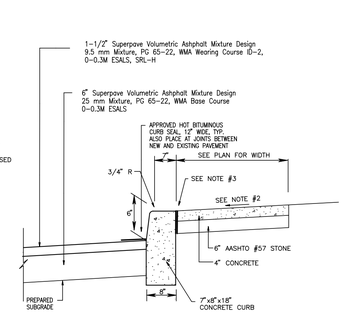
2' YARD DRAIN

N.T.S.



COMBINATION CONC. CURB & GUTTER DEPRESSION DETAIL

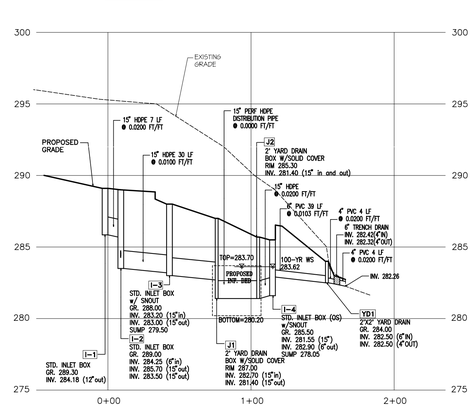
NTS



NOTES:
1. CONCRETE TO BE 4,000 PSI AT 28 DAYS.
2. PROVIDE A MINIMUM SLOPE OF 1/4" PER FOOT IN AT LEAST ONE DIRECTION ACROSS WALK.
3. PROVIDE 1/2" WIDE BITUMINOUS EXPANSION JOINT MATERIAL WHEREVER CONCRETE WALK ABUTS CURB, BUILDINGS, ETC.
4. MATERIAL AND CONSTRUCTION SHALL BE IN ACCORDANCE WITH PENNSYLVANIA DEPARTMENT OF TRANSPORTATION PUBLICATION 408, LATEST REVISION.

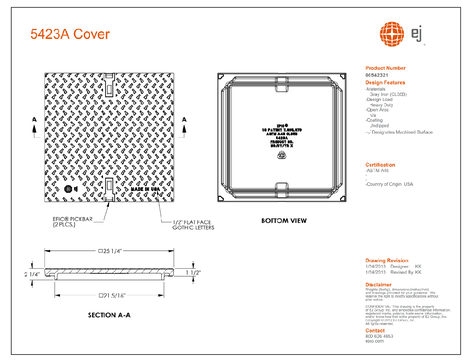
TYPICAL SITE ASPHALT PAVEMENT CONCRETE CURB, AND CONCRETE WALK SECTION

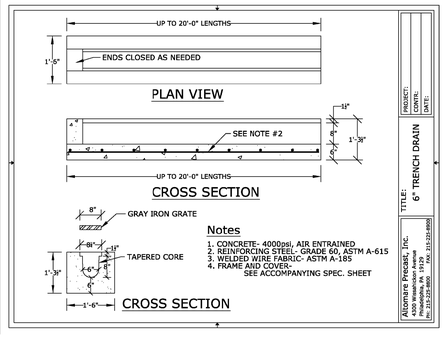
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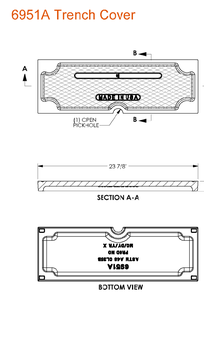


PROPOSED INLET 1 TO TRENCH DRAIN
SCALE: 1"=50' HORZ.
1"= 5' VERT.

25' 50' 100'







CHARLES E. SHOEMAKER, INC.
ENGINEERS & SURVEYORS
110 KEYSTONE DRIVE
MONTGOMERYVILLE, PA 18936
PHONE: 215-887-2165
FAX: 215-576-7791
E-MAIL: staff@ceshoemaker.com

COMMONWEALTH OF PENNSYLVANIA
REGISTERED PROFESSIONAL
CHAD WILLIAM BRENSINGER
ENGINEER No.074209E

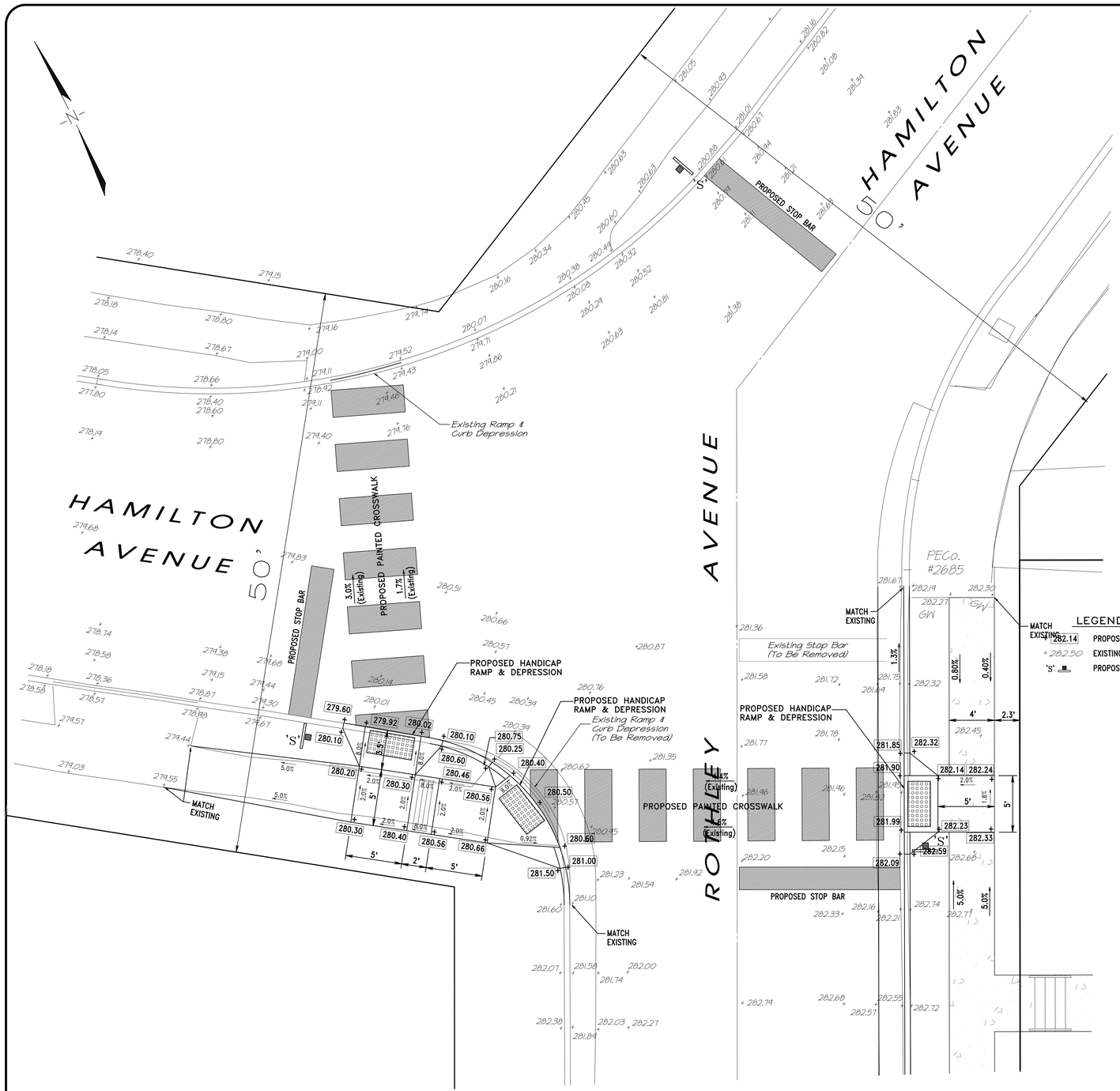
COUNTY PARCEL NO.	SITE ADDRESS	DEED BOOK – PAGE
30-00-60076-00-5 30-00-60072-00-9 BLOCK – UNIT 30-200-002 30-200-003	1583 ROTHLEY AVE ROSLYN, PA 19001	6009-01739

RECORD OWNER
DOLSON, LLC
c/o AMI DOLEY
323 OSCEOLA AVENUE
ELKINS PARK, PA 19027
267-241-4614

BY:	REVISION	NO	DATE
CWB	TOWNSHIP REVIEW #1	1	3/27/2024

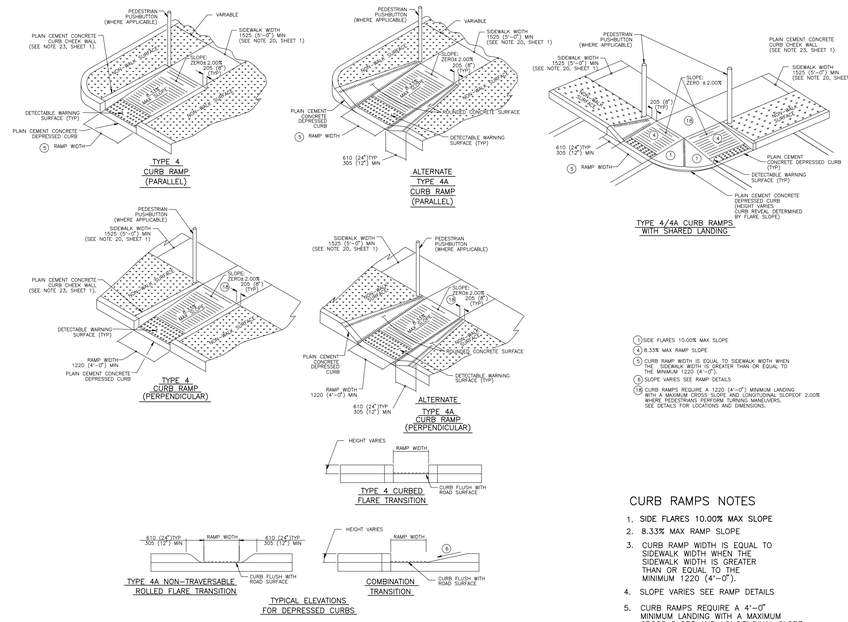
CONSTRUCTION DETAILS
OF
1583 ROTHLEY AVENUE
PREPARED FOR
DOLSON, LLC
ABINGTON TOWNSHIP, MONTGOMERY COUNTY, PA.

DATE
AUGUST 14, 2023
DWG NO.
A-1-1890
JOB NO.
26670A
SHEET NO.
10 OF 11



LEGEND

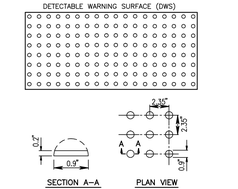
282.14	PROPOSED SPOT ELEVATION
+ 282.50	EXISTING SPOT ELEVATION
'S'	PROPOSED STOP SIGN



(1) SIDE FLARES 10.00% MAX SLOPE
(4) 8.33% MAX RAMP SLOPE
(5) CURB RAMP WIDTH IS EQUAL TO SIDEWALK WIDTH WHEN THE SIDEWALK WIDTH IS GREATER THAN OR EQUAL TO THE MINIMUM 1220 (4'-0").
(6) SLOPE VARIES SEE RAMP DETAILS
(18) CURB RAMPS REQUIRE A 1220 (4'-0") MINIMUM LANDING WITH A MAXIMUM CROSS SLOPE AND LONGITUDINAL SLOPEOF 2.00% WHERE PEDESTRIANS PERFORM TURNING MANEUVERS. SEE DETAILS FOR LOCATIONS AND DIMENSIONS.

CURB RAMPS NOTES

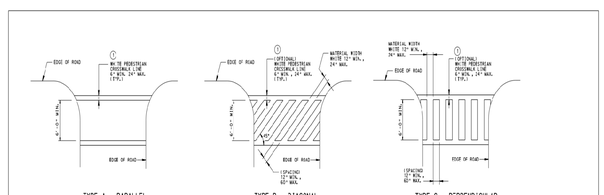
1. SIDE FLARES 10.00% MAX SLOPE
2. 8.33% MAX RAMP SLOPE
3. CURB RAMP WIDTH IS EQUAL TO SIDEWALK WIDTH WHEN THE SIDEWALK WIDTH IS GREATER THAN OR EQUAL TO THE MINIMUM 1220 (4'-0").
4. SLOPE VARIES SEE RAMP DETAILS
5. CURB RAMPS REQUIRE A 4'-0" MINIMUM LANDING WITH A MAXIMUM CROSS SLOPE AND LONGITUDINAL SLOPE OF 2.00% WHERE PEDESTRIANS PERFORM TURNING MANEUVERS. SEE DETAILS FOR LOCATIONS AND DIMENSIONS.



NOTES
1. DETECTABLE WARNINGS SHALL CONTRAST VISUALLY WITH ADJOINING SURFACES, BRICK RED.
2. THE MATERIAL USED TO PROVIDE CONTRAST SHALL BE AN INTEGRAL PART OF THE WALKING SURFACE.

TRUNCATED DOME DETAIL

NTS



TYPE A PARALLEL | TYPE B DIAGONAL | TYPE C PERPENDICULAR

STANDARD CROSSWALK MARKINGS

COMMONWEALTH OF PENNSYLVANIA
REGISTERED PROFESSIONAL
GARY A. TILFORD
LAND SURVEYOR
SU-033144-E

COUNTY PARCEL NO.	SITE ADDRESS	DEED BOOK – PAGE
30-00-60076-00-5 30-00-60072-00-9	1583 ROTHLEY AVE ROSLYN, PA 19001	6009-01739
BLOCK – UNIT 0002 0020 30-200-003		

RECORD OWNER
DOLSON, LLC
c/o AMI DOLEY
323 OSCEOLA AVENUE
ELKINS PARK, PA 19027
267-241-4614

CHARLES E. SHOEMAKER, INC.
ENGINEERS & SURVEYORS
110 KEYSTONE DRIVE
MONTGOMERYVILLE, PA 18936
PHONE: 215-887-2165 FAX: 215-576-7791
E-MAIL: staff@ceshoemaker.com

SCALE 1" = 5'
0' 2.5' 5' 10' 15'

NO	REVISION	BY	DATE

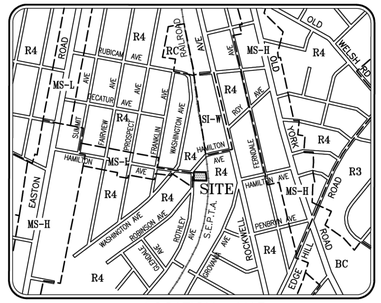
ADA RAMP DETAILS OF 1583 ROTHLEY AVENUE

PREPARED FOR
DOLSON, LLC
ABINGTON TOWNSHIP, MONTGOMERY COUNTY, PA.

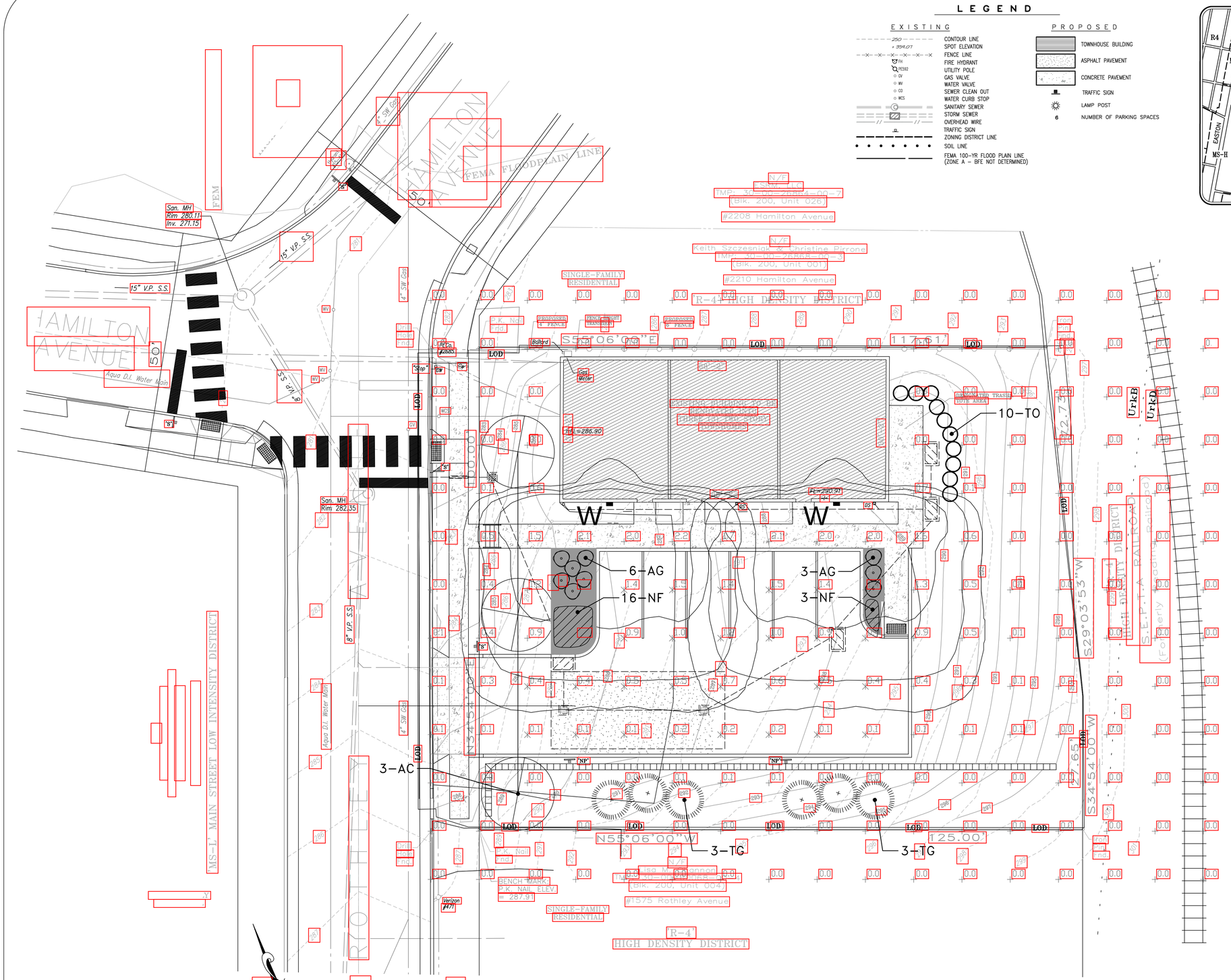
DATE MARCH 27 2024
DWG NO. A-1-1891
JOB NO. 26670A
SHEET NO. 11 OF 11

LEGEND

EXISTING		PROPOSED	
250	CONTOUR LINE		TOWNHOUSE BUILDING
+ 354.07	SPOT ELEVATION		ASPHALT PAVEMENT
-X-X-X-X-X-X-X-	FENCE LINE	4 Apr	CONCRETE PAVEMENT
FH	FIRE HYDRANT		TRAFFIC SIGN
PS382	UTILITY POLE		LAMP POST
GV	GAS VALVE	6	NUMBER OF PARKING SPACES
WV	WATER VALVE		
CO	SEWER CLEAN OUT		
WCS	WATER CURB STOP		
	SANITARY SEWER		
	STORM SEWER		
	OVERHEAD WIRE		
	TRAFFIC SIGN		
	ZONING DISTRICT LINE		
	SOIL LINE		
	FEMA 100-YR FLOOD PLAIN LINE (ZONE A - BFE NOT DETERMINED)		



LOCATION MAP
SCALE: 1" = 800'



LANDSCAPE PLAN

10 5 0 10 30

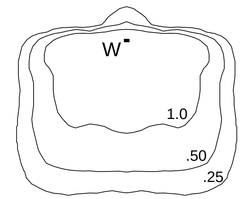
SCALE: 1" = 10'-0"

See Sheet LP-2 for Landscape & Lighting Details

LANDSCAPE LEGEND

- Street tree
- Site element screen
- Parking lot landscape
- Green area landscape

LIGHT TEMPLATE



General Notes

PENNSYLVANIA
RACHEL SCLAN YANEZ
REGISTERED LANDSCAPE ARCHITECT
REGISTRATION NUMBER LA001672

Landscape & Lighting Plan

No.	Revision/Issue	Date
1	TOWNSHIP REVIEW #1	3/27/24

Firm Name and Address

InFocus Planning
EFFECTIVE. EFFICIENT.
LAND DEVELOPMENT SERVICES

1121 N. BETHLEHEM PIKE SUITE 60 #206
SPRING HOUSE, PA 19477
P: 215-758-2540
www.InFocusplanning.com

Project Name and Address

1583 ROTHLEY AVENUE
for DOLSON, LLC
ABINGTON TOWNSHIP
MONTGOMERY COUNTY, PA

Project	Sheet
InFocus_23-53	LP-1
Date: 8/18/23	
Scale: As Noted	

LANDSCAPE REQUIREMENTS CHART - ABINGTON TOWNSHIP

Ordinance Item	Requirement	Plan Proposed
Z.O. Sect. 2401.A.2.d.(1) Tree Replacement	Tree replacement on existing lots shall occur when new impervious coverage exceeds 500 sf and a tree with a min. caliper of 6" is removed. In such cases, two new trees, each a min. of 3-3.5" caliper, shall be planted for each tree with a min. caliper of 6" or greater is removed. No qualifying trees are present on site.	N/A
Z.O. Sect. 2402.B. Street Trees	Street Trees: Street trees shall be required along each frontage on all existing streets when they abut of lie within a proposed subdivision or land development. Trees shall be planted at a ratio of at least one tree per 40 LF Rothley Ave.: 100' 100/40 = 3 Shade trees	3 Shade Trees *
Z.O. Sect. 2403.B Buffers & Screens	Must assess adjacent land use to determine buffer requirements: Type I land use (townhome) adjoining Type I land use (R-4 Residential) - no buffer required	N/A
Z.O. Section 2403.C. Site Element Screens	Site element screens shall be required in all proposed subdivision and land developments for site elements that are located partially or fully within 100 feet of the property line or existing right-of-way. Trash containment area requires a medium intensity screen. Screen Type #5 consisting of an evergreen hedge with a minimum height of 6 feet at the time of planting, spaced no further apart than 3 feet on center.	10 Evergreen trees
S.O. 146-39.A Shade Trees	One tree per 50 feet along street. Rothley Ave.: 100' 100/50 = 2 Shade Trees	satisfied by Zoning requirement
S.O. 146-39.B(2)(c) Green Area Landscaping	Min. tree/ shrub plantings for the green area shall include a minimum of one deciduous or evergreen tree (min. 2 1/2" cal.) for each 1,000 sf of green area Green Area: 5,938 sf 5,938/1,000 = 6 trees	6 Evergreen trees
S.O. 146-39.B(3)(a)	[1] At least 5% of the total area devoted to parking area, not including buffers or yards on the perimeter, shall not be paved but shall be used for interior landscaping within a parking area. Parking lot: 3,016 sf 5%: 151 sf [2] Where total number of parking spaces exceeds 10 stalls, at least one (2 1/2" cal.) deciduous or evergreen tree shall be planted within the parking area. An additional tree of the same size shall be planted for each additional 15 spaces or portion thereof.	270 sf (8.95%) 9 Shrubs 19 Perennials N/A
	Total Landscape Proposed	**3 Shade Trees * 16 Evergreen Trees 9 Shrubs 19 Perennials**

* Understory trees proposed to avoid conflict with overhead utility wires.

PLANT SCHEDULE

Plan Symbol	Quantity	Botanical Name	Common Name	Min. Planting Caliper	Min. Planting Height	Remarks	Comments
Street (understory) Trees							
AC	3	*Amelanchier x grandiflora 'Autumn Brilliance'*	'Autumn Brilliance' Serviceberry	-	8-10'	B&B	Multi-stem, min. 5 stems
Evergreen Trees							
TO	10	*Thuja occidentalis 'Smaragd'*	'Emerald Green' Arborvitae	-	6'	B&B	Branched fully to ground
TG	6	*Thuja 'Green Giant'*	'Green Giant' Arborvitae	-	6'	B&B	Branched fully to ground
Shrubs**							
AG	9	*Abelia x grandiflora 'Rose Creek'*	'Rose Creek' Glossy Abelia	-	24-30"	CONT	Heavy, full specimen
Perennials**							
NF	19	*Nepeta x faassenii 'Junior Walker'*	'Junior Walker' Catmint	-	-	1 gal.	Plant 24" on center

** Plant in continuous mulch bed (2-3" depth) until fully established.

An inspection shall be made by the Township one (1) year after occupancy permit has been issued by the Township. Any landscape materials that are unacceptable at the time of inspection shall be replaced in order to satisfy the landscaping requirements of the Township.

GENERAL LANDSCAPE NOTES

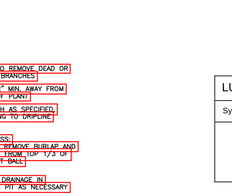
1. All plant material shall meet the standards of the American Standard for Nursery Stock published by the AmericanHort (2014), or most recent edition, and the height, spread and/or caliper for trees and shrubs listed in Saldo Section 300-47, Upper Moreland Recommended Plant List.
2. All plant material shall be installed in accordance with the planting practices stated in Chapter 3 of Tree Maintenance by P.P. Pirone (Fifth or most recent edition).
3. All stakes are to be installed for a period of 12 months and are to be removed prior to the End of Guarantee. Stakes for deciduous trees are to be vertical and three (3) stakes are to be provided for all trees.
4. All planter islands are to be crowned to a height of eight (8) inches above the average top of curb height.
5. A permanent seeding specification is on the Erosion Control Details (Sheet 8 of 14), refer to this sheet for details.
6. The Project Landscape Architect is to review all plant substitutions and submit them to the Township Landscape Architect for review prior to installation.
7. All plant material shall be guaranteed for 18 months from the day of final approval of the landscape installation by the Township Landscape Architect or the Township Engineer. Any plant material 25% or more of which is dead shall be considered dead. A tree shall be considered dead when the main leader has died or 25% of the crown is dead. Any dead plant material shall be replaced and installed according to the approved planting practices.
8. The Applicant shall contact the Township in writing to request a final inspection for acceptance at the end of the guarantee period. These inspections will be performed when plant materials are in full leaf only. (May 1 through November 15). All guarantee escrow funds will be released upon acceptance at the end of the guarantee period. The guarantee period will be extended until 30 days after the receipt of the request letter following May 1. Should the end of the guarantee period occur after November 15, the guarantee period shall be extended to May 15.
9. The Township reserves the right to require additional landscape buffer plantings, following substantial completion of construction, should vegetation to be preserved not be preserved or not otherwise be as represented on the Final Landscape Plan(s).
10. All required plant material shall be planted prior to the issuance of a use and occupancy permit.

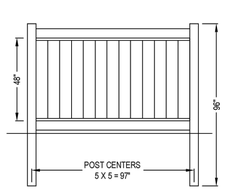
CertainTeed
Bufftech®
Vinyl Fence Products

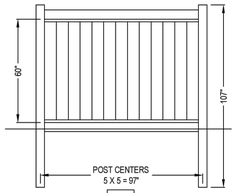
CERTAINTEED CORPORATION FENCE
DECK AND RAIL DIVISION
231 SHIP CANAL PARKWAY
BUFFALO, NY 14218
TOLL FREE: 1-800-333-0569
PHONE: (716) 823-3023
FAX: (716) 823-2843
www.certainteed.com

☑ SELECT DESIRED SIZE:
- ☐ 4' HEIGHT
- ☐ 5' HEIGHT
- ☐ 6' HEIGHT

☑ SELECT DESIRED COLOR:
- ☐ WHITE
- ☐ ALMOND
- ☐ NATURAL CLAY (5' & 6' HEIGHT ONLY)
- ☐ GREY (6' HEIGHT ONLY)







NOTES:
1. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
2. DO NOT SCALE DRAWING.
3. THIS DRAWING IS INTENDED FOR USE BY ARCHITECTS, ENGINEERS, CONTRACTORS, CONSULTANTS AND DESIGN PROFESSIONALS FOR PLANNING PURPOSES ONLY. THIS DRAWING MAY NOT BE USED FOR CONSTRUCTION.
4. ALL INFORMATION CONTAINED HEREIN WAS CURRENT AT THE TIME OF DEVELOPMENT BUT MUST BE REVIEWED AND APPROVED BY THE PRODUCT MANUFACTURER TO BE CONSIDERED ACCURATE.
5. CONTRACTOR'S NOTE: FOR PRODUCT AND COMPANY INFORMATION VISIT www.CADdetails.com/info AND ENTER REFERENCE NUMBER 035-017.

PRIVACY FENCING
(BUFFTECH) CHESTERFIELD VINYL FENCING

035-017 REVISION DATE 03/08/2018

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Project		Catalog #		Type	
Prepared by		Notes		Date	



McGraw-Edison
Impact Elite LED
Wall Mount Luminaire

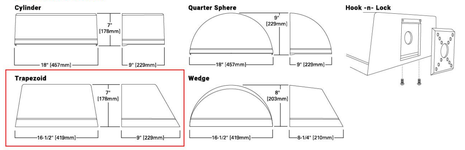
Interactive Menu
- Ordering Information page 2
- Product Specifications page 2
- Energy and Performance Data page 3
- Control Options page 4

Product Certifications

Quick Facts
- 15 Optical Distributions
- Lumen packages range from 2,459 to 11,480 (20W - 95W)
- Efficacy up to 149 lumens per watt

Connected Systems
- WaveLinx
- Enlighted

Dimensional Details



COOPER Lighting Solutions

PSS000459EN page 1
February 14, 2023 7:25 PM

McGraw-Edison — **Impact Elite LED**

Ordering Information
SAMPLE NUMBER: **ISC-SA1F-740-U-T3-BZ**

Product Family	Light Engine: Configuration	Light Engine: Drive Current	Color Temperature	Voltage	Distribution	Finish
ISC=Impact Elite LED Small Cylinder ISS=Impact Elite LED Small Quarter Sphere IST=Impact Elite LED Small Trapezoid IWG=Impact Elite LED Small Wedge BAA-ISC=Impact Elite LED Small Cylinder Buy American Act Compliant [16] TAA-ISC=Impact Elite LED Small Cylinder Trade Agreements Act Compliant [16] BAA-ISS=Impact Elite LED Small Quarter Sphere Buy American Act Compliant [16] TAA-ISS=Impact Elite LED Small Quarter Sphere Trade Agreements Act Compliant [16] BAA-IST=Impact Elite LED Small Trapezoid Buy American Act Compliant [16] TAA-IST=Impact Elite LED Small Trapezoid Trade Agreements Act Compliant [16] BAA-IGW=Impact Elite LED Small Wedge Buy American Act Compliant [16] TAA-IGW=Impact Elite LED Small Wedge Trade Agreements Act Compliant [16]	**SA1=1 Square** (16 LEDs) **TRI1?? Pivotal** (24 LED) [4]	A=350mA B=530mA C=700mA [1] D=1000mA E=1200mA F=1200mA [1]	722=722K, 2200K 727=727K, 2200K [2] 730=730K, 3000K [2] 735=735K, 3500K [2] 740=740K, 4000K [2] 750=750K, 5000K 760=760K, 6000K 815=815K, 2700K 830=830K, 3000K 840=840K, 4000K [2]	[blank] **T4FT**=Type IV Forward Throw [3] **T4R**=Type IV Rotated [3] **SL2**=Type II w/Split Control **SL3**=Type III w/Split Control **SL4**=Type IV w/Split Control **SLL**=90° Split Light Eliminator Left **SLR**=90° Split Light Eliminator Right **SW**=Rectangular Wide Type I	120=120 (277) **1**=120V **2**=208V **3**=240V **4**=277V **5**=480V * **6**=347V	**SA1 Optics** **T2**=Type II **T3**=Type III **T4FT**=Type IV Forward Throw **T4R**=Type IV Rotated **SL2**=Type II w/Split Control **SL3**=Type III w/Split Control **SL4**=Type IV w/Split Control **SLL**=90° Split Light Eliminator Left **SLR**=90° Split Light Eliminator Right **SW**=Rectangular Wide Type I **FA1 Optics** **SWQ**=Type V Square Wide **T2S**=Type II **T3S**=Type III Short **T4**=Type IV **T4W**=Type IV Wide	**AP**=Grey **BZ**=Bronze **BK**=Black **DP**=Dark Platinum **GM**=Graphite Metallic **WH**=White

Options (Add as Suffix)	Controls and Systems Options (Add as Suffix)	Accessories (Order Separately)[5]
X=Driver Surge Protection (6kV) Only **10**=10kV/5kA Surge Protective Device **CBP**=Battery Pack with Back Box, Cold Weather Rated [6,7,8] **WetRat Rated (IP7) Gasketed** **WLS**=Integral Wireless Motion Side Shield [9] **TRLP**=Angled Trim Plate **LCP**=Light Square Trim Plate Painted to Match Housing **TB**=Tamper Resistant Hardware **CC**=Coastal Construction [10] **HA**=50°C Ambient **AMS14T**=After Hours Dim, 5 Hours, 50% * **AMS24S**=After Hours Dim, 6 Hours, 50% * **AMS35S**=After Hours Dim, 7 Hours, 50% * **AMS35S**=After Hours Dim, 8 Hours, 50% *	**BPC**=Button Type Photocontrol (120, 208, 240 or 277V, Must Specify Voltage) **DMG**=0-10V Dimming Wires Pigtailed Out of Fixture [11] **DMB**=Dimming Occupancy Sensor with Bluetooth Interface, 8'-0" Mounting [12,13] **DFD2**=Dimming Occupancy Sensor with Bluetooth Interface, 8'-20' Mounting [12,13] **DFD4**=Dimming Occupancy Sensor with Bluetooth Interface, 21'-40' Mounting [12,13] **MS/DIM-LXE**=Motion Sensor for Dimming Operation [14,15] **LMS-LXE**=Enlighted Wireless Sensor, Motion Only for 0-10V [14,15] Mounting Height [14,15,16] **LMS-LN**=Enlighted Wireless Sensor, Narrow Lens for 10-40' Mounting Height [14,15,16] **ZW**=WaveLinx-enabled 4 PIN Twistlock Receptacle [17] **ZW-WDSEN**=WaveLinx Sensor, Dimming Motion and Daylight [17] **ZW-WDSEX**=WaveLinx Lite, Dimming Motion and Daylight, Bluetooth Programmable, 7'-15' Mounting [14,17] **ZW-WDSEX-HD**=WaveLinx Lite, Dimming Motion and Daylight, Bluetooth Programmable, 16'-40' Mounting [14,17] **ZD-WDSEX**=WaveLinx Lite, SB Driver, Dimming Motion and Daylight, Bluetooth Programmable, 7'-15' Mounting [14,17] **ZD-WDFSX**=WaveLinx Lite, SB Driver, Dimming Motion and Daylight, Bluetooth Programmable, 16'-40' Mounting [14,17] **ZW-SWPSXEX**=WaveLinx Pro, Dimming Motion and Daylight, WAC Programmable, 7'-15' Mounting [14,17] **ZW-SWPSXEX-HD**=WaveLinx Pro, Dimming Motion and Daylight, WAC Programmable, 15'-40' Mounting [14,17] **ZD-SWPSXEX**=WaveLinx Pro, SB Driver, Dimming Motion and Daylight, WAC Programmable, 7'-15' Mounting [14,17] **ZD-SWPSXEX-HD**=WaveLinx Pro, SB Driver, Dimming Motion and Daylight, WAC Programmable, 15'-40' Mounting [14,17]	**MA1253**=120V Circuit Module Replacement **MA1254-XX**=Throwing Back Box - Impact Elite Trapezoid **MA1255-XX**=Throwing Back Box - Impact Elite Cylinder **MA1256-XX**=Throwing Back Box - Impact Elite Quarter Sphere **MA1257-XX**=Throwing Back Box - Impact Elite Wedge **FSM-100**=Wireless Configuration Tool for Occupancy Sensor **WSX-XX**=WaveLinx Lite Sensor, Dimming Motion and Daylight, Bluetooth Programmable, 7'-15' Mounting [14,16,17] **WSX-XX-HD**=WaveLinx Lite Sensor, Dimming Motion and Daylight, Bluetooth Programmable, 15'-40' Mounting [14,16,17] **SWPSX-XX**=WaveLinx Sensor, Dimming Motion and Daylight, WAC Programmable, 7'-15' Mounting [14,16,17] **SWPSX-XX-HD**=WaveLinx Sensor, Dimming Motion and Daylight, WAC Programmable, 15'-40' Mounting [14,16,17]

NOTES:
1. Overlapping Connectors® Qualified. Refer to www.designlights.org. Qualified Products List under Family Models for details.
2. Not available with CLO option.
3. Choose Shine Control "X" for Yellow Ribbon, which is provided at 3000K only.
4. Pivotal luminaire is available in ISS Small Quarter Sphere and ISC Small Cylinder arrangement & supplied at 500mA drive current only. Exact luminaire wattage available in ES Max. Available with SWG, SWB, SL2, SL3, SL4 and SLR distributions. Can be used with HSS option.
5. ANSI not to be used with singlemode or impedance grounded systems.
6. Not available in 347V.
7. Cannot be used in conjunction with other control options.
8. Suitable for 90°C provided no options other than motion sensor are included and driver output set to 1000mA or less.
9. Requires use of a surface mount. Not available with 350mA drive current. Not available after Hours Dim supplemental guide for additional information.
10. Replace LED with LSE (18" mounting), LSS (8-16" mounting) or LWW (21-40" mounting).
11. Not for use with SWG, SWQ, SWS or RW optics. A black trim plate is used when HSS is selected.
12. Sensor recommended for mounting heights noted. Sensor range may be affected by mounting height, sensitivity, lens delay, cutoff and more. Consult your lighting representative at Cooper Lighting Solutions for more information.
13. Includes integral photocell.
14. Sensor and accessories are factory installed and require network components in appropriate quantities.
15. Suitable for operating temperature of -30C to +40C. Operates downlight for 90 minutes.
16. Not for use with SWQ, SWG, SWS or RW optics. A black trim plate is used when HSS is selected.
17. Requires additional surge module.
18. Replaces SA1 with sensor color (BK5, BZ, or BK).
19. Not available in 347V.
20. For WaveLinx applications, WAC Gateway required to enable field configurability. Order WAC-PoE and WPOE-12S (12V) to PoE injector) power supply if needed. Gateway not required for WaveLinx Lite Commercial (LC) applications.
21. Not for use with HSS option.
22. Coastal construction finish salt spray tested to over 5,000 hours per ASTM B117, with a scribe rating of 9 per ASTM D1654.
23. Exact device width excludes application required to change system defaults. See controls section for details.
24. Not available with motion sensor controls, including DFD, MS/DIM, LMS or WaveLinx.
25. Not available with WaveLinx sensor controls, including SWPSX, MS/DIM, LMS or WaveLinx. Luminaires shipped separately may be separately analyzed under domestic preference requirements.
26. 347V, 480V, and 600V luminaires are not separately analyzed under domestic preference requirements. Consult factory for further information.
27. Only available in 3000K, 4000K or 5000K CCT.
28. Not available with motion sensor controls, including DFD, MS/DIM, LMS or WaveLinx.

Thruway Back Box



Product Specifications

Construction
- Heavy-wall, die-cast aluminum housing and removable hinged door frame
- Optional tamper-resistant fasteners offer vandal resistant access
- IK10 impact rated

Optics
- High-efficiency injection-molded AccuLED optics technology
- 15 optical distributions
- IDA Certified (3000K CCT and warmer only)

Electrical
- Standard with 0-10V dimming
- Standard with Cooper Lighting Solutions proprietary circuit module designed to withstand 10kV of transient line surge
- Suitable for operation in -40°C to 40°C ambient environments. Optional 50°C high ambient (HA) configuration
- Suitable for operation in -40°C to 40°C ambient environments. Optional 50°C high ambient (HA) configuration.

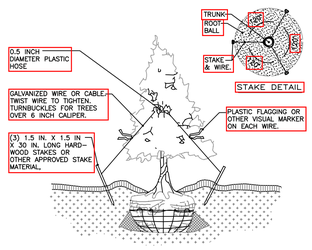
Mounting
- Utilizes "Hook-N-Lock" mounting mechanism, securing to a gasketed and zinc plated mounting attachment
- Two black oxide coated Allen set screws concealed but accessible from below

Finish
- Super durable TGIC polyester powder coat paint, 2.5 mil nominal thickness
- RAL and custom color matches available
- Coastal Construction (CC) option available

Warranty
- Five year limited warranty, consult website for details www.cooperlighting.com/legal

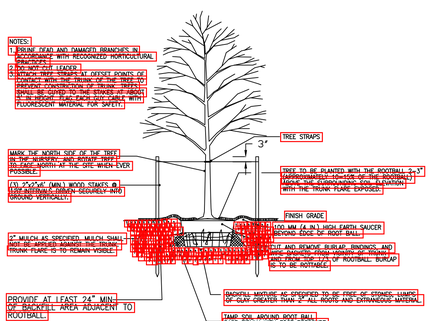
COOPER Lighting Solutions

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February 14, 2023 7:25 PM

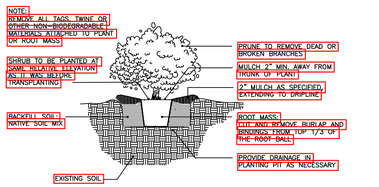


1. ALL STAKES SHALL BE DRIVEN OUTSIDE THE EDGE OF THE ROOT BALL.
2. ASSURE THAT THE BEARING SURFACE OF THE PROTECTIVE COVERING OF THE WIRE OR CABLE AGAINST THE TREE TRUNK IS A MINIMUM 0.5 INCH.
3. REMOVE ALL STAKING AS SOON AS THE TREE HAS GROWN SUFFICIENT ROOTS TO OVER-COME THE PROBLEM THAT REQUIRED THE TREE TO BE STAKED. STAKES SHALL BE REMOVED NO LATER THAN THE END OF THE FIRST GROWING SEASON.
4. TREES NORMALLY DO NOT NEED TO BE STAKED AND STAKING CAN BE HARMFUL TO THE TREE. IF STAKING IS USED AT TIME OF PLANTING, USE LANDSCAPE ARCH-TECT IF IT IS EXPECTED THAT THE TREE WILL NOT BE ABLE TO SUPPORT ITSELF.
5. WIRE OR CABLE SIZES SHALL BE AS FOLLOWS:
   TREES UP TO 2.5 INCH CALIPER = 14 GAUGE
   TREES 2.5 INCH TO 3 INCH CALIPER = 12 GAUGE
6. TIGHTEN WIRE OR CABLE ONLY ENOUGH TO KEEP FROM SLIPPING. ALLOW FOR SOME TRUNK MOVEMENT. PLASTIC HOSE SHALL BE LONG ENOUGH TO ACCOMMODATE 1.5 INCH CALIPER OF TRUNK MOVEMENT.
7. CLICK ANY LOOSE ENDS OF THE WIRE OR CABLE INTO THE WIRE WRAP SO THAT NO SHARP WIRE ENDS ARE EXPOSED.

EVERGREEN TREE STAKING DETAIL
NOT TO SCALE



ORNAMENTAL AND SHADE TREE PLANTING/ STAKING DETAIL
NOT TO SCALE



SHRUB PLANTING DETAIL
NOT TO SCALE

LUMINAIRE SCHEDULE - COOPER LIGHTING - IMPACT ELITE WALL LUMINAIRE

Symbol	Label	Qty	Catalog Number	Description	File	Lumens per Lamp	LLF	Watts	Mounting Ht.
■	W	2	IST-SA1C-730-U-T4FT-HSS	IMPACT ELITE LED TRAPEZOID LUMINAIRE (1) 70 CRI, 3000K, 615mA LIGHTSQUARE WITH 16 LEDs AND TYPE IV FORWARD THROW OPTICS WITH HOUSE SIDE SHIELD	IST-SA1C-730-U-T4FT-HSS.ies	Absolute	1	34.2	12'

General Notes

PENNSYLVANIA
RACHEL SCLAR YARDLEY
REGISTERED LANDSCAPE ARCHITECT

Landscape & Lighting Details

No.	Revision/Issue	Date
1	TOWNSHIP REVIEW #1	3/27/24

Firm Name and Address

InFocus Planning
EFFECTIVE EFFICIENT
LAND DEVELOPMENT SERVICES

1121 N. BETHLEHEM PIKE SUITE 60 #206
SPRING HOUSE, PA 19477
P: 215-758-2540
www.infocusplanning.com

Project Name and Address

1583 ROTHLEY AVE.
for DOLSON, LLC
ABINGTON TOWNSHIP
MONTGOMERY COUNTY, PA

Project: InFocus_23-53
Date: 8/18/23
Scale: As Noted
Sheet: LP-2

August 4, 2023

Chad W Brensinger
Charles E Shoemaker Inc
Montgomeryville, PA

Re: Water Availability
1583 Rothley Ave
Abington Twp, Montgomery County

In response to your request, this letter will serve as confirmation that the above referenced property is situated within Aqua Pennsylvania Inc. service territory.

Domestic and fire water service is available to this property and will be provided in accordance with Aqua Pennsylvania, Inc. Rules and Regulations. For further details, visit www.aquaamerica.com.

Regarding capacity for domestic and fire service for this area, flow data information can be obtained upon written request to our Control Center at SEPAflowrequest@aquaamerica.com. Include the address with town or township and the nearest intersecting street.

Should you have any further questions or need to request an application for service, contact me at (610) 541-4160 or dlciotti@aquaamerica.com.

Regards,

Deanna L. Ciotti
New Business Administrator - Services
Aqua Pennsylvania, Inc
762 W. Lancaster Ave
Bryn Mawr, PA 19010
O: 610.541.4160

KUHLS LAW LLC

Joseph C. Kuhls
Attorney at Law

March 22, 2023

Dolson, LLC
1583 Rothley Avenue
Willow Grove, PA 19090

C. Robert Lewis
Kaplin Stewart
910 Harvest Drive
Blue Bell, PA 19422
rlewis@kaplaw.com

Re: Abington Township Zoning Hearing Board Application 23-02

This firm serves as Solicitor to the Abington Township Zoning Hearing Board. This will confirm that the Board, at its Public Meeting last evening, voted to approve the above-named Application of Dolson, LLC for the following relief from the Abington Township Zoning Ordinance (the "Ordinance") to allow three (3) townhomes within an existing building upon real property commonly referred to as 1583 Rothley Road (the "Subject Property"):

1. a variance from the Abington Township Zoning Ordinance (the "Ordinance") §601, Comprehensive Use Matrix to permit a townhome use; and
2. a variance from Ordinance §2103.H-9(1) to permit three (3) two-story townhomes without the minimum 18-inch variation in setback at every second unit.

This approval is granted subject to the conditions: 1) that construction upon and use of the Subject Property shall be in substantial conformance with the testimony, exhibits, and other evidence presented at the Public Hearing on this matter; and 2) that the two parcels currently comprising the Subject Property, be consolidated into one parcel as part of the land development approval process with Abington Township.

Any aggrieved party may file an appeal to the Court contesting this decision within thirty (30) days. Anyone taking action on this decision within that appeal period does so at their own risk. Please remember that this Zoning Approval does not relieve the Applicant of the obligation to obtain a building permit and/or other related approvals.

This correspondence constitutes the written decision of the Board to approve the uncontested Application, and no further findings, conclusions, or reasons will be issued.

JC Kuhls

Joseph C. Kuhls

October 27, 2023

MEMO

To: Nicholas Brown, Chair – Abington Township Planning Commission
From: Abington Township Environmental Advisory Council (EAC) and Shade Tree Commission (STC)
RE: LD-23-03 – 1583 Rothley Ave (Dolson, LLC)
Plan Set Date: 08-18-23

STC/EAC Review Dates: 10/10/23 (STC) and 10/11/23 (EAC)

Site Summary - Combined lots approximately 12,000 square ft.
Proposed Use – 3 townhouse units (redevelopment of existing non-conforming structure)
Owner: Dolson, LLC
Zone – R-4 Medium - High Density Residential
Watershed – Sandy Run Tributary to Wissahickon Creek

Dear Chairperson Brown,

The members of the Abington Township EAC and the STC have reviewed the above referenced Land Development plan and have the following questions and comments related to potential environmental impacts.

EAC chair Susan Myerov visited the site on October 8, 2023 and STC Commissioners Joe Ascenzi and Trish Gallagher visited the site on October 2, 2023. The site has an existing 2-story structure, and the remainder of the site is primarily covered in asphalt and bare soil. There is some vegetation along the eastern edge of the site, including several ailanthus trees (Tree of Heaven) located adjacent to the railroad tracks. There are overhead utility lines adjacent to Rothley Ave.

To meet the requirement for street trees along Rothley Ave. (Z.O. Sect. 2402.B), the applicant proposes to plant three understory trees (Amelanchier x grandiflora, or serviceberry) in lieu of shade trees to avoid conflict with the utility lines. The applicant also proposes to use the understory trees to meet the requirement for shade trees (S.O. 146-39.A). To meet the requirement for green area landscaping (S.O. 146-39.B(2)(c)), the applicant proposes to plant six evergreen trees. For interior landscaping (S.O. 146-39.B(3)(a)), eight shrubs and 19 perennials will be planted. The applicant has also requested a waiver for steep slopes (S.O 146-43.C(3)(a)).

Based on the site visit, the site is in full sun and has hot and dry conditions. The applicant will increase the impervious cover at the site from 4,953 square feet to 6,277 square feet, which will intensify the existing conditions.

The EAC has the following recommendations:

Steep Slope Waiver
The developer is requesting a waiver from requirements in SLDO, Section 146-43.C (3) (a) related to cut and fill slopes – noting that some lawn areas exceed 15% slope. Any slopes exceeding 8% should have been shown on Sheet 5 and alternative site design should be considered that complies with township standards.

Site Vegetation

Soils in this area, as detailed in the plans, are highly erodible, do not infiltrate well, are landslide prone and are a poor source of topsoil. The landscape plans call for two parking islands with vegetation and new trees along the south edge of the property. The landscape details do not indicate that new topsoil will be added, nor are there details on the volume of soils being proposed in the two parking lot perimeter islands. In order to support healthy vegetation, we recommend that new topsoil be added in all areas proposed for new plantings. The volume of topsoil required should be calculated in accordance with the recommendations in the Montgomery County Planning Commission's *Sustainable Green Parking Lots Guidebook*. This guidebook provides more detailed information on techniques and benefits of greening existing parking areas.

If the steep slope waiver is granted, we recommend that the Planning Commission require sloped areas to be seeded with erosion control seed mixtures[i] containing native species, which help reduce runoff velocity and sedimentation. These seed mixtures are appropriate for poor soil conditions and contain species with deep roots, which help stabilize soils. Foliage from these species helps slow and filter rain, facilitating better rainwater infiltration. These areas require specific maintenance during their establishment phase, but once established require minimal mowing when compared to basic lawn/turf areas.

There is a general lack of existing vegetation on site. As this configuration proposes to both increases impervious cover and decrease green space, we urge that additional native shrubs, grasses, and perennials be incorporated to enhance visual and habitat benefit and provide additional stormwater management opportunities compared to lawn areas which have little to no habitat function and little ability for water infiltration.

Finally, we note that the stormwater management systems proposed for this site are primarily via inlet and piping to an underground seepage bed. It is unclear from the plan how rooftop runoff will be managed. Due to the site's natural slope features, we urge the site designers to consider bioswale or bio infiltration systems (such as rain gardens) to capture both site and parking lot runoff and runoff from the structure prior to entering the seepage bed. This feature might be able to incorporate the storm water inlets shown on the plans, just east of the structure and parking lot.

The STC concurs with the EAC recommendations and has the following additional recommendations:

1. **All landscaping requirements**: The zoning ordinance and SALDO contain the minimum acceptable requirements for development. In all cases, the STC recommends planting additional native trees, native shrubs, and native perennials to provide economic, environmental, and social benefits for the future residents and the township. Native plants that are properly selected to meet the anticipated post-development site conditions will have a higher likelihood of long-term survival. Please refer to the STC online resource for native shade trees, which contains information for selecting trees that are appropriate to the site conditions: *Recommended Trees for Abington*
2. **Street Tree Requirements**: Given the site conditions, the proposed serviceberry trees are unlikely to survive or thrive because of the full sun and hot and dry conditions. A better choice would be a fastigiate (columnar) native shade tree such as pin oak (*Quercus palustris*), white oak (*Quercus alba*), sweet gum (*Liquidambar styraciflua*), or red maple (*Acer rubrum*) trees.
3. **Shade Tree Requirements**: In addition to the street tree requirement, the STC recommends planting one locust tree (*Gleditsia triacanthos var. inermis*) or one additional columnar native shade tree in each parking lot island to provide shade to the parking lot (2 additional shade trees).
4. **Green Area Landscaping Requirements**: The STC recommends planting at least nine arborvitaes (*Thuja occidentalis*) with a minimum height of 8-9 feet in the side yard located along the southern edge of the property. The developer proposes to use the minimum requirement of six trees and proposes a tree height of 6 feet. This planting density and height will not provide adequate screening for the adjacent property owner.
5. **Interior Landscaping Requirements**: The balance of the parking lot islands should be fully planted with native perennials. A suitable shrub for the location would be sweetspire (*Itea viginica var. Little Henry*). A total of 15 3-gallon plants is recommended for the two islands. Additional native perennials should be included to complete the design.
6. **Waiver of steep slope requirements**: The STC recommends that the steep slope waiver be granted only if the following conditions are met:

a. The Ailanthus trees along the eastern edge of the property shall be removed. They are the primary host for the invasive Spotted Lanternfly.
b. The steep slopes shall be seeded, established, and maintained in accordance with the EAC recommendations above (i.e., erosion control seed mixtures containing native species).
c. The plantings shall be appropriately maintained and watered until established.
d. The additional plantings recommended in this letter shall be implemented as described above.

Thank you for considering our comments and recommendations and please let us know if you have any questions.

Respectfully submitted,

Susan S. Myerov

Susan Myerov, Chair
Abington Township EAC

Patricia Gallagher

Patricia Gallagher, Chair
Abington Township STC

cc: Richard Manfredi
Michael Narcowich
Planning Commission Members
EAC/STC Members
Abington Shade Tree Commission Members

[i] Possible seed mixes include ERNMX -181 (Native Steep Slope Mix w/Annual Ryegrass)

Thomas Hecker, *Board President*
Matthew Vahey, *Board Vice President*
Richard J. Manfredi, *Township Manager*

TOWNSHIP OF ABINGTON

May 10th, 2024

Dolson, LLC
c/o Ami Dolev
323 Osceola Avenue
Elkins Park, PA 19027

Re: LD-23-03 - 1583 Rothley Avenue (Development of existing structure to 3 townhomes)
Parcel(s) 30-00-60076-00-5

Thank you for the opportunity to review the submitted plans for Proposed Land Development at 1583 Rothley Avenue Willow Grove, PA 19090. The project outlined is for the conversion of an existing structure into 3 townhomes.

The plans reviewed have been revised since the original plan date of 8/14/2024. I have reviewed the submitted plans labeled "Township Review #1", dated 3/27/2024, under the revision table, for conformance with Abington Township's Subdivision and Land Development Ordinance as it related to Fire Prevention (SALDO 146-41).

At this time, I have no overall issues with the project. However, there is one item that is unclear on the plans as it relates to the Fire Prevention Provisions listed in Abington SALDO 146-41. Currently it shows on page 3 the "DESIGNATED TRASH TOTE AREA" at the rear of the property. Abington SALDO 146-41:B(5) requires the following:

> *(5) Trash containers and enclosures.*
> *(a) No trash container or enclosure may be located within 15 feet of any property line or building.*
> *(b) No trash container or enclosure may be located in any fire lane, right-of-way, easement or parking space.*

The tote area indicated places it in the generally vicinity of the rear of the structure and appears to be less than 15 feet from the building. While the final design may include a compliant set up, the plans did not clearly list the plan for trash containment, hence the one item to ensure is addressed appropriately.

Should you have any questions or concerns, please feel free to contact me at 267-536-1089 or via email at CPlatz@AbingtonPA.gov or FireMarshal@AbingtonPA.gov.

Sincerely,

Chris Platz
DIGITAL SIGNATURE

Chris Platz,
Fire Marshal

1176 Old York Road, Abington PA 19001 | www.abingtonpa.gov | 267-536-1000 | TTY/TTD: 9-1-1 | Fax 215-884-8271

MONTGOMERY COUNTY
BOARD OF COMMISSIONERS

VALERIE A. ARKOOSH, MD, MPH, CHAIR
KENNETH E. LAWRENCE, JR., VICE CHAIR
JOSEPH C. GALE, COMMISSIONER

MONTGOMERY COUNTY
PLANNING COMMISSION

MONTGOMERY COUNTY COURTHOUSE • PO BOX 311
NORRISTOWN, PA 19404-0311
610-278-3722 • FAX: 610-278-3941
WWW.MONTGOMERYCOUNTYPA.GOV
SCOTT FRANCE, AICP
EXECUTIVE DIRECTOR

September 21, 2023

Mr. Richard J. Manfredi, Manager
Abington Township
1176 Old York Road
Abington, Pennsylvania 19001-3713

Re: MCPC #23-0172-001
Plan Name: Rothley Ave (Dolson, LLC)
(3 units on 1 lot on 0.28 acres)
Situate: 1583 Rothley Avenue
Cross Street: Hamilton Avenue
Abington Township

Dear Mr. Manfredi:

We have reviewed the above-referenced subdivision and land development in accordance with Section 502 of Act 247, "The Pennsylvania Municipalities Planning Code," as you requested on August 28, 2023. We forward this letter as a report of our review.

BACKGROUND

Dolson, LLC, the applicant, has submitted a preliminary (minor) subdivision and land development plan. The plan would merge two lots into one, 12,233 square foot lot. The property is the site of an existing, two-story masonry building that is occupied by two nonconforming uses: a commercial use on the first floor and an apartment on the second floor.

The applicant obtained a variance from the zoning hearing board to construct three townhomes on the site. The applicant proposes to renovate the existing building to do so. The site is located in the R4 Medium-High Density Residential zoning district, is served by public sewer and water, and is dated August 14, 2023.

COMPREHENSIVE AND OTHER PLAN COMPLIANCE

MONTCO 2040: A New Vision: the Comprehensive Plan for Montgomery County (2015)

The proposal is for a site located in the plan's Suburban Residential future land use area. The proposal is consistent with that plan, which recommends that "these areas will have a variety of housing types…" The plan recommends that one of the places where "denser or more compact development should occur" in

the suburban residential future land use area is "near train stations." Crestmont regional rail station is located approximately one-quarter mile from the site.

Comprehensive Plan Update for Abington Township (2007). The proposal is consistent with the existing comprehensive plan, which recommends, "the township should review its policies regarding housing development on remaining and redevelopment sites within a quarter to one half mile from train stations, and develop zoning standards which promote higher density housing within this area."

RECOMMENDATION

The Montgomery County Planning Commission (MCPC) generally supports the applicant's proposal, however, in the course of our review we have identified a number of key issues that we believe should be resolved prior to final plan approval. Our comments are as follows:

REVIEW COMMENTS

STORMWATER MANAGEMENT

A. Inspection and Maintenance. We suggest that the applicant provide the future homeowner with an inspection and maintenance plan.

B. Outlet. It does not appear that there is an outlet for the seepage bed to accommodate potential overflows.

C. Grade of Units. We are concerned that the proposed grade of the units will be about the same as that of the parking area, and flooding could affect the residential units. We defer to the building inspector as to whether the proposed grades are satisfactory.

TRANSPORTATION

A. Driveway Width. No driveway shall be more than 20' wide [§2601.P]. The applicant proposes a driveway 24 feet in width (*note: the subdivision and land development ordinance requires a minimum width of 24 feet [§146-28.B], but that predates the zoning ordinance; Section 2926 of the zoning ordinance repeals all parts of ordinances in conflict with the zoning ordinance*).

LANDSCAPING

A. Parking Lot Landscaping. We suggest planting a tree instead of three glossy abelia shrubs near the eastern end of the parking lot. This would provide shade for the parking area and sidewalk.

OTHER PLAN INFORMATION

A. Steep Slopes – shall be shown on the plans. It appears that the existing slope near Rothley Avenue may exceed 15 percent [§146-11.B].

CONCLUSION

We wish to reiterate that MCPC generally supports the applicant's proposal but we believe that our suggested revisions will better achieve the township's planning objectives for residential development.

Please note that the review comments and recommendations contained in this report are advisory to the municipality and final disposition for the approval of any proposal will be made by the municipality.

Should the governing body approve a final plat of this proposal, the applicant must present the plan to our office for seal and signature prior to recording with the Recorder of Deeds office. A paper copy bearing the municipal seal and signature of approval must be supplied for our files. Please print the assigned MCPC number (#23-0172-001) on any plans submitted for final recording.

Sincerely,



Mike Narcowich, AICP, Community Planning Assistant Manager II
michael.narcowich@montgomerycountypa.gov – 610-278-5238

c:
Nicholas Brown, Chair, Township Planning Commission
Dolson LLC, Applicant
Chad Brensinger, P.E., Charles E. Shoemaker, Inc., Applicant's Representative
Khaled R. Hassan, P.E., Pennoni, Township Engineer
Michael P. Clarke, Esq., Rudolph Clarke, LLC, Township Solicitor

Attachment A: Aerial Image of Site
Attachment B: Reduced Copy of Applicant's Proposed Site Plan

ATTACHMENT A



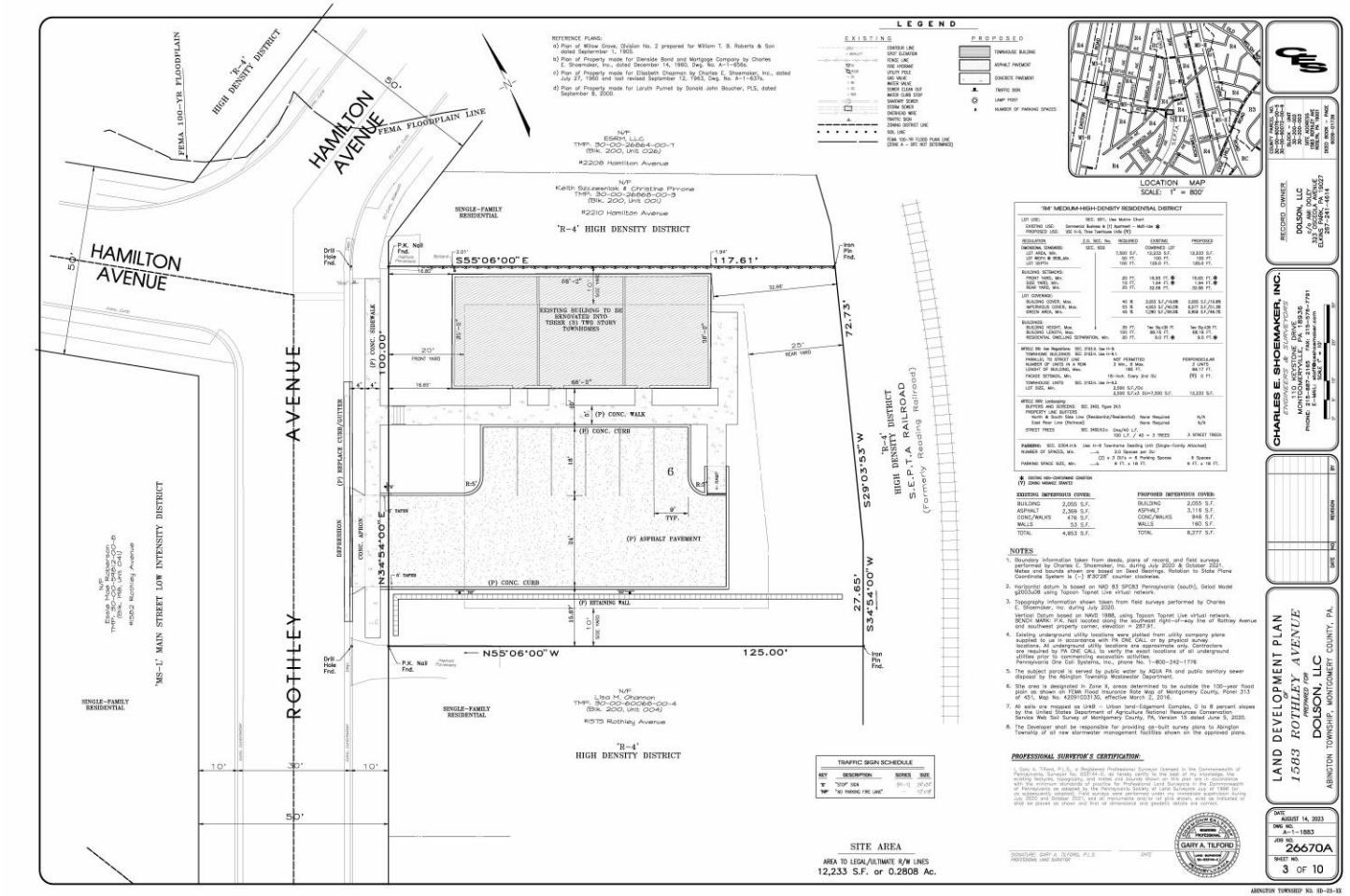
Rothley Avenue (Dolson, LLC)
MCPC#230171001

Montgomery County Planning Commission

0 50 100 200 Feet

N

ATTACHMENT B



Pennoni

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October 20, 2023

ABINT130034

Mr. Richard Manfredi, Township Manager
Abington Township
1176 Old York Road
Abington, PA 19001

RE: LD-23-03 1583 Rothley Avenue
PARID: 30-00-60076-00-5/ TMID: 30200 002
PARID: 30-00-60072-00-9/ TMID: 30200 003
Preliminary/Final Major Subdivision & Land Development Plans Review (1st Submission)

Dear Mr. Manfredi:

We have received a copy of the "Preliminary/Final Land Development Plans" consisting of twelve (12) sheets dated August 14, 2023, as well as a Stormwater Management & Erosion and Sediment Control Plan Narrative, dated August 14, 2023, and both received on August 24, 2023; as prepared by Charles E. Shoemaker, Inc., located at 110 Keystone Drive, Montgomeryville, PA, for the above referenced project on behalf of the equitable owner, Dolson, LLC (the Applicant).

Under this Preliminary/Final Land Development application, the Applicant is proposing to consolidate the following existing two (2) adjoining parcels:

- 1583 Rothley Avenue (Parcel #30-00-60076-00-5) – Consists of 6,008 SF and containing the existing two (2)-story masonry multi-use building; a portion of the 4 feet high chain link fencing; a portion of the asphalt parking area; a retaining wall along the northern property line to the rear of the existing building; and concrete steps, concrete wall with raised planters, and concrete area fronting the building off of Rothley Avenue.
- Rothley Avenue land parcel (Parcel #30-00-60072-00-9) – Consists of 6,225 SF and containing the remaining portion of the existing asphalt parking area and remaining 4 feet high chain link fencing that surrounds the rear of the property.

Upon consolidation, the total consolidated parcel will be 12,233 SF (or 0.2808 acres). In addition to the proposed lot consolidation, the Applicant is proposing the following site improvements under this land development application:

- Renovate the existing two (2)-story masonry building on the 1583 Rothley Avenue parcel and convert the building into three (3) single-family attached townhomes. Each new townhome will have two (2) stories.
- Demolish the existing concrete areas fronting the building; chain link fencing; retaining wall; and depressed curb leading to the existing asphalt parking area.
- Demolish and extend the existing parking lot on the Rothley Avenue land parcel to construct a new larger parking lot with six (6) off-street parking spaces located off of Rothley Avenue for the residents of the townhomes.
- Construct new 4 feet wide concrete sidewalk and curbing along Rothley Avenue; new 5 feet wide concrete walkway for access to the new townhomes; curb ramp; stormwater facilities; retaining walls;

exterior wall mounted lighting; and landscaping.

This project is located within the R-4 – Residential High Density Zoning District. The site is fronted by Rothley Avenue to the west; SEPTA railroad to the east; and residential properties zoned within the R4 – High Density Residential Zoning District to the north and south.

In accordance with the FEMA, Flood Insurance Rate Map (FIRM) Panel No. 42091C0313G, effective March 2, 2016, the tract is identified to be primarily located within Zone X primarily located within Zone X, an area outside the 0.2% chance flood and minimal flood hazard. Therefore, based on the FEMA FIRM determination, this site is not located within the Floodplain Conservation District, and is therefore not subject to the floodplain regulations of the Floodplain Conservation District. In addition, per the Abington Township Riparian Corridor Analysis Map, Figure 15.2, this parcel is not located within and intersecting the Riparian Corridor; and is not subject to the regulations of the Riparian Corridor Conservation District.

VARIANCES RECEIVED

The Applicant was granted the following variances by the Abington Township Zoning Hearing Board under Zoning Application No. 23-02, based on the Zoning Decision dated March 21, 2023:

1. **§601 – Comprehensive Use Matrix** – A variance to permit townhome use; and

2. **§2103.H.9.(1)** – A variance to permit three (3) two-story townhomes without the minimum 18-inch variation in setback at every second unit.

The variances were granted subject to the conditions:

1) That construction upon and use of the Subject Property shall be in substantial conformance with the testimony, exhibits, and other evidence presented at the Public Hearing on this matter; and

2) That the two parcels currently comprising the Subject Property be consolidated as part of the land development approval process with Abington Township.

WAIVERS REQUESTED

The Applicant is requesting the following waivers from the Abington Township Subdivision and Land Development Code:

1. **§146.9.A.(1) and (2) – Preliminary and Final Plan Stages** – A waiver to permit preliminary and final stages to run concurrently.

   The Applicant is proposing a concurrent preliminary and final land development plans submission. We defer to the Board of Commissioners on the approval of a concurrent preliminary and final land development plans submission.

2. **§146-11.B.(7) – Utilities** – A waiver from the requirement to provide all utility information within 400 feet of the subject property.

   The Applicant has provided the utility information within the site and along Rothley and Hamilton Avenues on the Existing Features/Demolition Plan (Sheet 5) but not within 400 feet of the subject property.

3. **§146-11.J – Recreational Facilities Plan** – A waiver from the requirement to provide recreational facilities.

   The Applicant is not proposing any recreational facilities as part of this land development project.

4. **§146-33.C – Drainage Location** – A waiver to permit storm drainage pipes on-site to have a protected cover less than 24 inches.

   The Applicant is proposing a 4" overflow pipe with a minimum cover of 2" in the lawn areas adjacent the proposed trench drain at the Rothley Avenue sidewalk.

5. **§146-33.D – Drainage Size, Grade, and Type** – A waiver to permit high density polyethylene (HDPE) and PVC storm drainage pipes and with less than 15 inches in diameter with grades less than 0.5%.

   The infiltration bed system contains 12" HDPE pipe and 12" HDPE perforated pipe with 0% slope and a 6" and 4" PVC outlet system.

6. **§146-43.C.(3).(a) – Cut and Fill Slopes** – A waiver from the requirement that cut and fill slopes shall not be 15% or steeper.

   The Applicant is proposing slopes of 25% to the east of the site adjacent the SEPTA property and approximately 30% in the lawn area between the building and Rothley Avenue.

The following documents have been reviewed:

Title	Sheet	Dated	Revised
Land Development Plans			
Cover Sheet	1 of 10	8/14/23	-----
Lot Line Consolidation Plan	2 of 10	8/14/23	-----
Land Development Plan	3 of 10	8/14/23	-----
Property Identification Plan	4 of 10	8/14/23	-----
Existing Features/Demolition Plan	5 of 10	8/14/23	-----
Grading and Utility Plan	6 of 10	8/14/23	-----
Erosion & Sediment Control Plan	7 of 10	8/14/23	-----
Erosion & Sediment Control Notes	8 of 10	8/14/23	-----
Erosion & Sediment Control Details	9 of 10	8/14/23	-----
Construction Details	10 of 10	8/14/23	-----
Landscape Plans			
Landscape & Lighting Plan	LP-1	8/18/23	-----
Landscape & Lighting Details	LP-2	8/18/23	-----
Stormwater Management			
Stormwater Management Narrative	28 pages	8/14/23	-----
Appendix A Infiltration Testing Report	10 pages	3/1/23	-----
Appendix B Hydrologic Study	63 pages	8/22/23	-----
Drainage Area Plans	2 pages	8/14/23	-----

We have performed a review of the above referenced plans for compliance with the Zoning Ordinance (Chapter 162); Subdivision and Land Development Ordinance (Chapter 146); and Stormwater Management Ordinance (Chapter 142). We offer the following comments for your consideration:

ZONING COMMENTS

1. **Per §601 – Permitted Uses –** In accordance with the Abington Township Comprehensive Use Matrix, the following uses applies:
   - Proposed Use H-9 – Townhouse Dwelling Unit is a not a permitted use within the R-4 Residential Zoning District.

     The Applicant received a variance from this Code Section to permit for the Use H-9 Townhomes within the R-4 Residential Zoning District per the Zoning Hearing Board decision dated March 21, 2023 under zoning application no. 23-02.

   - Proposed Use A-13 - Fences and Walls - Fences and Walls are permitted accessory uses within the R-4 Residential Zoning District.

     The Applicant is proposing a new fence along the northern property line and a new retaining wall to the south of the proposed parking lot area. However, the fence and retaining wall heights have not been provided on the plans. The Applicant shall provide the retaining wall top of wall and bottom of wall heights on the plans.

2. **Per §602 Figure 6.1 – R-4 - Medium-High-Density Residential District Dimensional Requirements –** The minimum front yard setback shall be 20 feet.

   The existing building has a front yard setback of 16.65 feet which is less than the minimum required 20 feet. Since the Applicant is not reconstructing a new building, the existing building at the current front yard setback is therefore considered an existing non-conformity.

3. **Per §602 Figure 6.1 – R-4 - Medium-High-Density Residential District Dimensional Requirements –** The minimum side yard setback shall be 10 feet.

   The existing building has a side yard setback of 1.94 feet which is less than the minimum required 10 feet. Since the Applicant is not reconstructing a new building, the existing building at the current side yard setback is therefore considered an existing non-conformity.

4. **Per §602 Figure 6.1 R-4 Medium-High-Density Residential District Dimensional Requirements –** The maximum building height shall be 35 feet.

   On the zoning data table, the maximum height is indicated as less than 35 feet. There is no building height shown on the architectural elevation plan rendering. The Applicant shall confirm the building height and include this information in the zoning data table.

5. **Per §2103.A Use A-13.2 – Use Regulations, Fences and Walls –** The maximum height of fences and walls shall be 4 feet in the required front yard area and 6 feet in the required side and rear yard area.

   The Applicant is proposing the retaining wall to be located in both the required front yard area and the required side yard area. On the Grading and Utilities Plan (Sheet 6), there are no top of wall and bottom of wall elevations provided. Based on the proposed grades, the wall will have an approximate height of 3 feet in the front yard area and an approximate height of 4 feet in the side yard area; however, the Applicant shall clarify and confirm the retaining wall heights and provide top of wall and bottom of wall elevations at regular intervals along the wall to ensure compliance with this accessory

use code requirement. Structural calculations shall be required for walls over 4 feet high, measured from the bottom of the footing to the top of wall.

In addition to the retaining wall, the Applicant is proposing a fence between the existing building and the northern side yard property line. The height of this proposed fence shall be provided to ensure compliance with the required maximum fence heights per this code section. A portion of this fence is located within the front yard area and the maximum fence height permitted within the required front yard area is 4 feet. The required maximum fence height permitted along the side yard area is 6 feet. A detail shall be provided on the plans for the proposed fencing showing the height and materials of the fence to ensure compliance with this accessory use code requirements.

6. **Per §2401.A.2.b – Tree Protection - Private Trees** - If impervious coverage is increased by at least 500 square feet, and such an increase requires tree removal, each removed tree with a caliper ≥ 6 inches must be replaced with two trees—each with a caliper ≥ 2.5".

   Based on an aerial view of the site, there are existing trees on the site along the rear property line adjacent the SEPTA rail tracks which are not shown on the Existing Features/Demolition Plan (Sheet 5). The Applicant has indicated in the Landscaping Plan (Sheet LP-2) that there are no qualifying trees present on the site. However, the Applicant shall include the existing trees and tree canopy on the Existing Features/Demolition Plan to accurately show the existing site conditions.

7. **Per §2401.A.2.d.(2) – Requirements for Tree Protection Zones** - Existing vegetation designated "TO REMAIN," in accordance with the landscaping plan of a subdivision or land development shall be identified in the field prior to any clearing and shall be physically protected throughout the construction process. A temporary tree protection zone, constructed according to the standards expressed below, shall be erected a minimum of one foot outside the drip line on all sides of individual trees or tree masses prior to major clearing or construction. The barrier shall be placed to prevent disturbance to or compaction of soil inside the barrier and shall remain until construction is complete. The barrier shall be shown on the landscape plan.

   Based on an aerial view of the site, there are existing trees on the site along the rear property line adjacent the SEPTA rail tracks which are not shown on the Existing Features/Demolition Plan (Sheet 5). The Applicant shall include the existing trees and tree canopy on the Existing Features/Demolition Plan and clarify and label on the plans if these existing trees will remain or to be removed. In addition, the Applicant shall be required to provide temporary tree protection zones per this Code Section for any existing vegetation that are designated to remain.

8. **Per §2402.B.2.b – Street Trees** - Large canopy trees shall be planted at least fifteen (15) feet from overhead utilities, including streetlights, and six (6) feet from underground utilities. However, ornamental trees may be planted under overhead utility wires. Street trees shall not be placed within the clear site triangle of street intersections.

   All utilities including above ground and underground wires, pipes, etc. shall be shown on the landscaping plan to ensure compliance with the required setback distances.

9. **Per §2403.C.1, 2, & 3 – Site Element Screens** - Site element screens shall be required in all proposed subdivision and land developments for site elements that are located partially or fully within 100 feet of the property line or existing road right-of-way. An on-site investigation by the applicant shall determine the existing adjacent land uses along each property boundary. In the case of vacant land, the uses allowed in the existing zoning district shall be used. These existing or zoned uses shall be noted on the

plan. In the case of several permitted uses on a site, the most restrictive requirements shall apply. The Township shall have final approval of any interpretation of land use or map. The type of site element screen required shall be the highest intensity screen required of the following: the site element shown in the table below, the adjacent existing land use, or the zoned use requiring the most intense screen in the case of vacant land.

Per Figure 24.7 – Site Element Screen Requirements for vehicle storage requires medium intensity screening. The Applicant shall provide medium intensity screening for the site along the rear of the property line.

10. **Per §2403.C.6 – Site Element Screens - Medium-Intensity Site Element Screen** - Screen types and design criteria (Regardless of the type of screen used, a screen must be adequate to visually screen the proposed land use or development from off-site view). A higher-intensity screen may always be substituted for a lower-intensity one. Medium-Intensity Site Element Screen:
    (1) Screen Type #4: Opaque Fence or Masonry Wall with Shrubs. This shall consist of an opaque fence or masonry wall with a minimum height of at least 6 feet. A fence may not consist of chain link or wire; a wall shall be constructed of masonry (but not unfinished concrete masonry units). The finished side of the fence or wall shall face out. The outside of the fence or wall shall be surrounded by a planting area extending at least 3 feet outwards, planted with deciduous or evergreen shrubs (3' minimum height at time of planting, with a height of at least 6' at maturity) spaced no further than 3 feet on center. Screens for dumpsters or trash containment areas shall completely enclose the site element, and shall include a self-closing gate.
    (2) Screen Type #5: Evergreen Hedge. This shall consist of an evergreen hedge with a minimum height of 6 feet at time of planting, spaced no further apart than 3 feet on center.

    The Applicant shall provide medium intensity screening in accordance with either a Screen Type #4 or #5 design criteria per this Code Section.

11. **Per §2403.C.7 – Site Element Screens** - Existing healthy trees, shrubs, or woodlands may be substituted for part or all of the required site element screen plant material, provided that the Township Code Official agrees that the minimum quantities and visual effect of the existing vegetation shall be equal to or exceed that of the required buffer.

    There is existing vegetation along the rear of the site with abuts the adjoining automotive sales retail use. The Applicant shall clarify and show the exiting vegetation on the Site Plan. The Applicant may wish to use the existing healthy trees and shrubs or woodlands to substitute the site element screen plant material; however, the Applicant shall provide justification to document the existing vegetation meets or exceeds the required buffer requirement for the site.

12. **Per §2403.E. – Ground Cover** - All areas not devoted to buildings, driveways, walks, accessory structures, and landscape elements defined herein, shall be planted with all-season ground cover.

    The Applicant shall clarify and indicate the ground cover proposed for all green areas on the site since the green areas are not labeled on the plan nor legend.

13. **Per §2601.J. - Mechanical Equipment Standards** – The Applicant shall clarify the location of any mechanical equipment that will service the townhomes since the mechanical equipment is not shown on the plans to ensure compliance with the code provisions of this section.

14. **Per §2601.N – Trash Containment Standards –** The Applicant shall clarify how and where trash collection will be provided for the site. If trash collection will be in a common enclosure, the enclosure shall meet the requirements of the above Code Section.

15. **Per §2601.P.4 - Zoning Standards Applicable to Streets and Driveways -** No driveway shall be more than 20' wide.

    The Applicant is proposing a 24 feet wide driveway for access to the proposed off-street parking lot. The Applicant must reduce or taper the driveway width to no more than 20 feet wide to comply with this Code Section; or be required to obtain a variance from the Abington Township Zoning Hearing Board to permit a 24 feet wide driveway which is greater than the required maximum 20 feet wide driveway.

CHAPTER 146
SUBDIVISION & LAND DEVELOPMENT COMMENTS

16. **Per §146-9.A.(1) & (2) – Type of Application, Stages –** A preliminary plan is a first-stage plan in a two-stage approval process. The preliminary plan is required for all subdivision, land development or combination subdivision and land development plans within the township, wherein public improvements are proposed.

    The Applicant is proposing a concurrent preliminary/final plan submission, and a waiver has been requested from this Code Section to allow for a one-stage preliminary/final plan submission.

17. **Per §146-10.B.(5) – General Requirements –** The submission type in accordance with §146-9.D shall be indicated on all the plan sheets as "Preliminary/Final Major Land Development."

    The submission type as well as the land development application number "LD-23-03" shall be shown on all plan sheets.

18. **Per §146-11.A.(4) – Property Identification Plans –** The property identification plans shall contain tract boundaries with tax parcel numbers, owner's names, and approximate acreage of lots surrounding any portion of the site for a distance of 400 feet.

    A Property Identification Plan (Sheet 4) has been provided which includes the tax parcel numbers and owner's names; however, the approximate acreage of the lots within 400 feet surrounding the site has not been provided. The acreage shall be provided on this plan; otherwise, the Applicant will be required to obtain a waiver from this Code Section to not provide the acreages within 400 feet surrounding the site.

19. **Per §146-11.A.(7) – Property Identification Plans –** The property identification plans shall provide an indication that the elevations are based upon sanitary sewer datum of the Township of Abington.

    Based on the notes on the Subdivision Plan (Sheet 2), the vertical datum on the plans is based on NAVD 1988. The elevations shall be based upon the sanitary sewer datum of Abington Township per this Code Section. The Applicant shall either provide the elevations based on the sanitary sewer datum of Abington Township; or provide a conversion reference note from the NAVD1988 to the Abington Township sanitary sewer datum on the plans.

20. **Per §146-11.B.(7) – Existing Features Plan –** The existing features plan shall contain the location, size, and

ownership of all underground and above ground public or private utilities, on the site ad within 400 feet of any portion of the site, including waterlines, sanitary sewer lines, storm sewer lines, electric lines, telephone lines, gas mains, fire hydrants, and streetlights.

The Applicant is requesting a waiver from this Code Section to not provide the required information within 400 feet of the site.

21. **Per §146-11.B.(8).(d).[1] & [2] – Existing Features Plan** – The existing features plan shall contain the steep slope delineation by shading and notation of all areas of 15% to 25% or greater than 25%.

    Based on the grades provided on the existing features plan and our measurements, there are areas where the existing slopes are greater than 15%. These areas shall be shaded as indicated above and shall be provided on the existing features plan with an accompanying legend.

22. **Per §146-11.B.(9)– Existing Features Plan** – The existing features plan shall contain the soil types within the site.

    The soil types and soil resolution notes shall be provided on the existing features plan.

23. **Per §146-11.F.(1).(a) thru (i) – Stormwater Management Plans** – The Applicant has not included a Post Construction Stormwater Management plan as part of the plan set. A PCSM Plan shall be provided which includes the information indicated in the above Code Sections.

24. **Per §146-11.L.(1).(a) – Architectural Plans** – The architectural plans shall show the front, side, and rear elevations of proposed buildings shall be provided.

    The architectural plans provided do not provide building elevations on the plans. These elevations shall be provided.

25. **Per §146-12.B.(5) – Record Plan Seals** – The impressed seal of the Township Engineer shall be provided on the Cover Sheet (Sheet 1).

    Sufficient room for the signature and seal of the Township Engineer shall be provided on the Record plan to ensure no text overwrites.

26. **Per §146-12.E – Recording notations** – The plans shall provide the recording notations as indicated in this Code Section on the Cover Sheet (Sheet 1).

27. **Per §146-27.E – Sidewalks and Curbs** – At corners and other pedestrian street-crossing points, sidewalks shall be extended to the curbline with ramps for adequate and reasonable access across curbs by physically handicapped persons, including those in wheelchairs.

    There are currently no pedestrian or accessible accommodations for pedestrian crossing at the Rothley Avenue and Hamilton Avenue intersection adjacent the site. We defer to the Traffic Engineer on whether a handicap ramp and pedestrian crossings are warranted at this intersection.

28. **Per §146.37 – Utilities** – All water mains, gas mains, electric, telephone, and other communication services shall be located underground; and such facilities shall be installed prior to street paving. Electric, telephone, and communication service facilities, both main and service lines, shall be provided by underground cables.

A note shall be provided on the plans stating that all utilities will be installed underground.

29. **Per §146-43.A.(1) – Erosion and Sediment Control** – No change shall be made in the contour of the land nor shall grading, excavating, removal, or destruction of the topsoil, trees, or other vegetative cover of the land can be commenced until such time that a grading permit is applied for and approved.

30. **Per §146-43.C.(3).(b) – Erosion and Sediment Control** – Adequate provisions shall be made to prevent surface water from damaging the cut face excavation of the sloping surfaces of fills.

    Erosion control matting should be provided on the E&S plan for the cut/fill slopes greater than 15% to help prevent surface water from eroding the surfaces of the cut/fill.

CHAPTER 142
STORMWATER MANAGEMENT COMMENTS

31. **Per §142-Attachment 1 – Watershed Map Figure 1.03** – Based on Figure 1.03, the proposed site in the Wissahickon Creek, Area W watershed.

    Based on Figure 409.1W, Area W Management District Watershed Map, the site is located within District B of the Wissahickon Creek Watershed. Based on §142-409.C.(1).(b) the following reductions are required in the subareas:

Area W District B		
Proposed Storm		Existing Storm
2-year	Reduced To	1-year
5-year		2-year
10-year		5-year
25-year		10-year
50-year		25-year
100-year		50-year

A table showing the pre-development flows and the post development flows has been provided in Appendix B of the PCSM Report. Based on this table, the proposed stormwater flows meet the reduction requirements as indicated in the above Code Section.

32. **Per §142-106.C.(1) – Exemptions** – As part of this redevelopment, the Applicant is proposing 1,324 SF of new impervious area. Per Table 106.1W, the Applicant will be required to follow Article III SWM Site Plan requirements, §142-404 Nonstructural Project Design, §142-405 Groundwater Recharge, §142-406 Water Volume Control Requirements, §142-409 Stormwater Pear Rate Control and Management Districts.

33. **Per §142-302.B.(1).(m) – SWM Site Plan Contents** – No PCSM Plan has been submitted as part of this plan set. A PCSM Plan shall be required and shall include the following signature block for the Municipality shall be provided on the PCSM Plan:

"(Municipal official or designee), on this date (_____), has reviewed and hereby certifies that the SWM site plan meets all design standards and criteria of the Municipal Ordinance No. (number assigned to the Ordinance.)"

34. **Per §142-302.B.(2).(a) – SWM Site Plan Contents –** The Applicant shall prepare an existing resource and site analysis map (ERSAM) showing environmentally sensitive areas including, but not limited to, steep slopes, ponds, lakes, streams, wetlands, hydric soils, vernal pools, stream buffers, floodplains, hydrologic soil groups, closed topographic depressions and recharge areas. Land development, existing recharge areas, and any other requirements specifically outlined in the municipal SALDO also shall be included.

    An ERSAM Plan shall be provided as part of this submission and shall show the information as indicated per this Code Section.

35. **Per §142-302.B.(2).(b).[22] – SWM Site Plan Contents –** A fifteen-foot-wide access easement around all stormwater management facilities to provide ingress to and egress from a public right-of-way.

    The Applicant shall provide a fifteen-foot-wide easement around all stormwater management facilities or provide a blanket easement for the entire site. If a blanket easement is proposed, a note shall be provided on the plans.

36. **Per §142-302.B.(2).(b).[25] – SWM Site Plan Contents –** A statement signed by the Applicant, acknowledging that any revision to the approved drainage plan must be approved by the Municipality, and that a revised erosion and sediment control plan must be submitted to the Municipality of Conservation District for approval.

37. **Per §142-302.B.(2).(b).[26] – SWM Site Plan Contents –** The following signature block for the Design Engineer shall be provided on the PCSM Plan,

    "I (Design Engineer), on this date (date of signature), hereby certify that the drainage plan meets all requirements of the Department of Environmental Protection's (DEP) regulations and this chapter."

38. **Per §142-401.H – General Requirements –** No regulated activities shall commence until the Township issues written approval of an SWM site plan, which demonstrates compliance with the requirements of this chapter.

39. **Per §142-405.A.(1).(a) – Groundwater Recharge Requirements –** Infiltration BMPs shall have a minimum soil depth of 24 inches between the bottoms of the infiltration BMPs and bedrock or other limiting zones such as clay layers.

    No limiting layer depth has been provided on the seepage bed detail. The depth of the limiting layer shall be provided to ensure a minimum 24 inches is provided between the bottom of infiltration BMPs and the limiting layer.

40. **Per §142-704.A – Operation and Maintenance Agreement for Privately Owned Stormwater Controls and BMPs –** Prior to final approval of the PCSM site plan, the owner shall sign and record an operation and maintenance (O&M) agreement covering all stormwater control facilities which are to be privately owned.

GENERAL STORMWATER MANAGEMENT COMMENTS

41. The Applicant is proposing 13,504 SF or 0.31-acre of earth disturbance. Since the limit of earth disturbance will be less than 1-acre, an NPDES permit would not be required.

42. The seepage bed detail shown on the Construction Details (Sheet 10) shall indicate the 100-year storm elevation to ensure that the runoff volume from the storm event will be adequately captured by the proposed seepage bed.

43. The Applicant is proposing the overflow for the seepage bed to tie into yard drain 1 and flow under the sidewalk and discharge through the curb and into the street. A trench drain is also proposed spanning the sidewalk. Based on the layout of the existing grades in this area, the discharge will flow down the street and will not be captured since there is no existing stormwater inlets or manholes within Rothley Avenue and Hamilton Avenue adjacent to the site. In addition, the stormwater runoff captured by Yard Drain 1 is not being captured by the seepage bed and will directly discharge through the curb. The Applicant shall revise the stormwater on site to adequately capture the proposed runoff.

44. The drainage area plans show approximately 5,950 SF of bypass area not being captured by any stormwater management. Stormwater infrastructure shall be optimally located, or additional measures be provided to capture more of the bypass area and direct the stormwater to the proposed seepage bed.

GENERAL COMMENTS

45. There is an existing sewer lateral shown within the proposed driveway apron. The Applicant shall confirm if this existing lateral will be removed, capped and abandoned in place.

46. The Applicant is showing the existing electric, water, and sewer service connections to the western unit of the proposed townhome building. The Applicant shall clarify how these services will service the remaining 2 units since no connections are shown to these other units.

47. A portion of the existing asphalt driveway will be replaced by grass area in the proposed condition. The Existing Features/Demolition Plan (Sheet 5) shall call out the portion of the existing asphalt parking area that will be removed for the grass area.

48. A detectable warning surface (DWS) shall be provided on the ADA ramp internal to the site in accordance with ADA guidelines. A detail of the ADA ramp and DWS shall be provided on the plans.

49. There is no existing ADA accessible curb ramp along the site side of the Rothley Avenue and Hamilton Avenue intersection adjacent the site. We recommend that a new curb ramp be provided for accessibility. The existing stop bar for the northbound Rothley Avenue approach may need to be relocated to accommodate the curb ramp. We defer to the Traffic engineer on the location of the curb ramp and whether crosswalks shall be provided at the intersection.

50. We defer to the traffic engineer for any traffic related comments.

We have received the following documents/permits/reviews:

- Zoning Hearing Board Decision (March 22, 2023)
- MCPC Request for Review (June 22, 2023)
- Application for SALDO Review (July 28, 2023)

- Waivers Request (included w/ SALDO Application) (July 28, 2023)
- Abington Wastewater Sanitary Sewer Availability Letter (July 28, 2023)
- Aqua Will Serve Letter (August 4, 2023)
- PCSM and E&S Narrative (August 14, 2023)
- Safety Review (September 7, 2023 via email)
- MCPC Review (September 21, 2023)
- Fire Marshal Review (October 18, 2023 via email)

We have not received the following documents/permits/reviews:

- STC Review
- EAC Review
- TPD Traffic Review
- Financial Escrow
- LD Agreements
- Stormwater BMP O&M Agreement
- Legal Descriptions & Exhibits of all lots/easements/dedications

SUMMARY

We do not recommend Preliminary/Final Major Land Development Plans approval until the Applicant addresses the above referenced comments, in particular the zoning comments. We would be willing to attend a technical discussion meeting upon request by the Applicant.

If you have any questions or comments with this submittal, please do not hesitate to contact me.

Sincerely,

PENNONI

Khaled Hassan

Khaled R. Hassan, PE
Township Engineer

cc: Terry Castorina, Assistant to the Township Manager
Ashley McIlvaine, Assistant Township Manager & Assistant CAO

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May 15, 2024

ABINT130034

Mr. Richard Manfredi, Township Manager
Abington Township
1176 Old York Road
Abington, PA 19001

RE: LD-23-03 1583 Rothley Avenue
PARID: 30-00-60076-00-5/ TMID: 30200 002
PARID: 30-00-60072-00-9/ TMID: 30200 003
Preliminary/Final Major Subdivision & Land Development Plans Review (2nd Submission)

Dear Mr. Manfredi:

We have received a copy of the "Preliminary/Final Land Development Plans" consisting of thirteen (13) sheets dated August 14, 2023, last revised March 27, 2024, as well as a Stormwater Management & Erosion and Sediment Control Plan Narrative, dated the same, and both received on April 15, 2024; as prepared by Charles E. Shoemaker, Inc., located at 110 Keystone Drive, Montgomeryville, PA, for the above referenced project on behalf of the equitable owner, Dolson, LLC (the Applicant).

Under this Preliminary/Final Land Development application, the Applicant is proposing to consolidate the following existing two (2) adjoining parcels:

- 1583 Rothley Avenue (Parcel #30-00-60076-00-5) – Consists of 6,008 SF and containing the existing two (2)-story masonry multi-use building; a portion of the 4 feet high chain link fencing; a portion of the asphalt parking area; a retaining wall along the northern property line to the rear of the existing building; and concrete steps, concrete wall with raised planters, and concrete area fronting the building off of Rothley Avenue.
- Rothley Avenue land parcel (Parcel #30-00-60072-00-9) – Consists of 6,225 SF and containing the remaining portion of the existing asphalt parking area and remaining 4 feet high chain link fencing that surrounds the rear of the property.

Upon consolidation, the total consolidated parcel will be 12,233 SF (or 0.2808 acres). In addition to the proposed lot consolidation, the Applicant is proposing the following site improvements under this land development application:

- Renovate the existing two (2)-story masonry building on the 1583 Rothley Avenue parcel and convert the building into three (3) single-family attached townhomes. Each new townhome will have two (2) stories.
- Demolish the existing concrete areas fronting the building; chain link fencing; retaining wall; and depressed curb leading to the existing asphalt parking area.
- Demolish and extend the existing parking lot on the Rothley Avenue land parcel to construct a new larger parking lot with six (6) off-street parking spaces located off of Rothley Avenue for the residents of the townhomes.
- Construct new 4 feet wide concrete sidewalk and curbing along Rothley Avenue; new 5 feet wide concrete walkway for access to the new townhomes; curb ramp; stormwater facilities; retaining walls; exterior wall mounted lighting; and landscaping.

This project is located within the R-4 – Residential High Density Zoning District. The site is fronted by Rothley

Avenue to the west; SEPTA railroad to the east; and residential properties zoned within the R4 – High Density Residential Zoning District to the north and south.

In accordance with the FEMA, Flood Insurance Rate Map (FIRM) Panel No. 42091C0313G, effective March 2, 2016, the tract is identified to be primarily located within Zone X primarily located within Zone X, an area outside the 0.2% chance flood and minimal flood hazard. Therefore, based on the FEMA FIRM determination, this site is not located within the Floodplain Conservation District, and is therefore not subject to the floodplain regulations of the Floodplain Conservation District. In addition, per the Abington Township Riparian Corridor Analysis Map, Figure 15.2, this parcel is not located within and intersecting the Riparian Corridor; and is not subject to the regulations of the Riparian Corridor Conservation District.

VARIANCES RECEIVED

The Applicant was granted the following variances by the Abington Township Zoning Hearing Board under Zoning Application No. 23-02, based on the Zoning Decision dated March 21, 2023:

1. **§601 – Comprehensive Use Matrix –** A variance to permit townhome use; and

2. **§2103.H.9.(1)** – A variance to permit three (3) two-story townhomes without the minimum 18-inch variation in setback at every second unit.

The variances were granted subject to the conditions:

1) That construction upon and use of the Subject Property shall be in substantial conformance with the testimony, exhibits, and other evidence presented at the Public Hearing on this matter; and

2) That the two parcels currently comprising the Subject Property be consolidated as part of the land development approval process with Abington Township.

WAIVERS REQUESTED

The Applicant is requesting the following waivers from the Abington Township Subdivision and Land Development Code:

1. **§146.9.A.(1) and (2) – Preliminary and Final Plan Stages** – A waiver to permit preliminary and final stages to run concurrently.

   The Applicant is proposing a concurrent preliminary and final land development plans submission. We defer to the Board of Commissioners on the approval of a concurrent preliminary and final land development plans submission.

2. **§146-11.B.(7) – Utilities –** A waiver from the requirement to provide all utility information within 400 feet of the subject property.

   The Applicant has provided the utility information within the site and along Rothley and Hamilton Avenues on the Existing Features/Demolition Plan (Sheet 5) but not within 400 feet of the subject property.

3. **§146-11.J – Recreational Facilities Plan –** A waiver from the requirement to provide recreational facilities.

   The Applicant is not proposing any recreational facilities as part of this land development project.

4. **§146-33.C – Drainage Location** – A waiver to permit storm drainage pipes on-site to have a protected cover less than 24 inches.

   The Applicant is proposing a 4" overflow pipe with a minimum cover of 2" in the lawn areas adjacent the proposed trench drain at the Rothley Avenue sidewalk.

5. **§146-33.D – Drainage Size, Grade, and Type** – A waiver to permit high density polyethylene (HDPE) and PVC storm drainage pipes and with less than 15 inches in diameter with grades less than 0.5%.

   The infiltration bed system contains 12" HDPE pipe and 12" HDPE perforated pipe with 0% slope and a 6" and 4" PVC outlet system.

6. **§146-43.C.(3).(a) – Cut and Fill Slopes** – A waiver from the requirement that cut and fill slopes shall not be 15% or steeper.

   The Applicant is proposing slopes of 25% to the east of the site adjacent the SEPTA property and approximately 30% in the lawn area between the building and Rothley Avenue.

The following documents have been reviewed:

Title	Sheet	Dated	Revised
Land Development Plans			
Cover Sheet	1 of 10	8/14/23	3/27/24
Lot Line Consolidation Plan	2 of 10	8/14/23	3/27/24
Land Development Plan	3 of 10	8/14/23	3/27/24
Property Identification Plan	4 of 10	8/14/23	3/27/24
ERSAM: Existing Features/Demolition Plan	5 of 10	8/14/23	3/27/24
Grading and Utility Plan	6 of 10	8/14/23	3/27/24
Erosion & Sediment Control Plan	7 of 10	8/14/23	3/27/24
Erosion & Sediment Control Notes	8 of 10	8/14/23	3/27/24
Erosion & Sediment Control Details	9 of 10	8/14/23	3/27/24
Construction Details	10 of 10	8/14/23	3/27/24
ADA Ramp Details	11 of 11	8/14/23	3/27/24
Landscape Plans			
Landscape & Lighting Plan	LP-1	8/18/23	3/27/24
Landscape & Lighting Details	LP-2	8/18/23	3/27/24
Stormwater Management			
Stormwater Management Narrative	28 pages	8/14/23	3/27/24
Appendix A Infiltration Testing Report	10 pages	3/1/23	-----
Appendix B Hydrologic Study	49 pages	8/22/23	3/27/24
Drainage Area Plans	2 pages	8/14/23	3/27/24

We have performed a review of the above referenced plans for compliance with the Zoning Ordinance (Chapter 162); Subdivision and Land Development Ordinance (Chapter 146); Stormwater Management Ordinance (Chapter 142) and our previous review letter dated October 20, 2024. We offer the following outstanding comments for your consideration (using the same numbering scheme as the prior review):

ZONING COMMENTS

9. ***Per §2403.C.1, 2, & 3 – Site Element Screens*** *- Site element screens shall be required in all proposed subdivision and land developments for site elements that are located partially or fully within 100 feet of the*

property line or existing road right-of-way. An on-site investigation by the applicant shall determine the existing adjacent land uses along each property boundary. In the case of vacant land, the uses allowed in the existing zoning district shall be used. These existing or zoned uses shall be noted on the plan. In the case of several permitted uses on a site, the most restrictive requirements shall apply. The Township shall have final approval of any interpretation of land use or map. The type of site element screen required shall be the highest intensity screen required of the following: the site element shown in the table below, the adjacent existing land use, or the zoned use requiring the most intense screen in the case of vacant land.

Per Figure 24.7 – Site Element Screen Requirements for vehicle storage requires medium intensity screening. The Applicant shall provide medium intensity screening for the site along the rear of the property line.

In the response letter dated April 12, 2024, the Applicant clarified that no vehicle storage is proposed, and the rear of the site is bordered by SEPTA. The Applicant is providing 1 understory tree (AC Autumn Brilliance Serviceberry) and 6 evergreen trees (Green Giant Arborvitae) along the southern parking lot perimeter. The Applicant may wish to spread out the evergreen trees along the southern perimeter of the parking lot to provide a more uniform screening of the parking lot.

13. ***Per §2601.J. - Mechanical Equipment Standards –*** *The Applicant shall clarify the location of any mechanical equipment that will service the townhomes since the mechanical equipment is not shown on the plans to ensure compliance with the code provisions of this section.*

In the response letter dated April 12, 2024, the Applicant indicated that mechanical equipment will be shown on architectural plans for review at the time of building permit to ensure compliance with applicable codes. The Applicant shall show the mechanical equipment for review on the land development plans and architectural plans to ensure compliance with the above Code provisions; otherwise, the land development plans cannot be recommended for recording plans approval.

CHAPTER 146
SUBDIVISION & LAND DEVELOPMENT COMMENTS

17. ***Per §146-10.B.(5) – General Requirements –*** *The submission type in accordance with §146-9.D shall be indicated on all the plan sheets as "Preliminary/Final Major Land Development."*

The submission type as well as the land development application number "LD-23-03" shall be shown on all plan sheets.

The "Abington Township No. LD-23-03" shall also be included on the Property Identification Plan (Sheet 4).

25. ***Per §146-12.B.(5) – Record Plan Seals –*** *The impressed seal of the Township Engineer shall be provided on the Cover Sheet (Sheet 1).*

Sufficient room for the signature and seal of the Township Engineer shall be provided on the Record plan to ensure no text overwrites.

Additional room shall be provided for the signature and seal of the Township Engineer to ensure no text overwrites.

26. ***Per §146-12.E – Recording notations –*** *The plans shall provide the recording notations as indicated in this Code Section on the Cover Sheet (Sheet 1).*

The notations as indicated in §146-12.E.(2) thru (6) shall be included on the Cover Sheet (Sheet 1).

CHAPTER 142
STORMWATER MANAGEMENT COMMENTS

35. ***Per §142-302.B.(2).(b).[22] – SWM Site Plan Contents*** *– A fifteen-foot-wide access easement around all stormwater management facilities to provide ingress to and egress from a public right-of-way.*

    The Applicant shall provide a fifteen-foot-wide easement around all stormwater management facilities or provide a blanket easement for the entire site. If a blanket easement is proposed, a note shall be provided on the plans.

    A note has been provided on the Land Development Plan (Sheet 3) that a stormwater blanket easement is provided for this site. A description of this blanket easement shall be provided for review and approval.

GENERAL STORMWATER MANAGEMENT COMMENTS

43. *The Applicant is proposing the overflow for the seepage bed to tie into yard drain 1 and flow under the sidewalk and discharge through the curb and into the street. A trench drain is also proposed spanning the sidewalk. Based on the layout of the existing grades in this area, the discharge will flow down the street and will not be captured since there is no existing stormwater inlets or manholes within Rothley Avenue and Hamilton Avenue adjacent to the site. In addition, the stormwater runoff captured by Yard Drain 1 is not being captured by the seepage bed and will directly discharge through the curb. The Applicant shall revise the stormwater on site to adequately capture the proposed runoff.*

    With the addition of the ADA ramp along Rothley Avenue, the location of the curb discharge from yard drain 1 could cause water ponding at the ADA ramp. This water could freeze during the winters and cause pedestrian safety issues. It is recommended that the curb discharge be revised to be on the downslope side of the ADA ramp to avoid any potential water ponding issues at this ADA ramp.

We have received the following documents/permits/reviews:

- Zoning Hearing Board Decision (March 22, 2023)
- MCPC Request for Review (June 22, 2023)
- Application for SALDO Review (July 28, 2023)
- Waivers Request (included w/ SALDO Application) (July 28, 2023)
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- Fire Marshal Review (October 18, 2023 & May 10, 2024 via email)
- TPD Traffic Review (October 20, 2023 & May 10, 2024)
- EAC & STC Joint Review (October 27, 2023)
- Abington Safety Officer Review (May 8, 2024 via email)
- Abington Engineering Staff Review (May 14, 2024 via email)

We have not received the following documents/permits/reviews:

- Financial Escrow
- LD Agreements
- Stormwater BMP O&M Agreement
- Legal Descriptions & Exhibits of all lots/easements/dedications

SUMMARY

Since the outstanding zoning comments can be addressed with changes to the LD plans without having to appear before the Zoning Hearing Board, we recommend Preliminary/Final Major Land Development Plans approval conditioned that the Applicant addresses the above referenced comments.

If you have any questions or comments with this submittal, please do not hesitate to contact me.

Sincerely,

PENNONI ASSOCIATES INC.

Khaled R. Hassan, PE
Township Engineer

cc: Terry Castorina, Assistant to the Township Manager
Ashley McIlvaine, Assistant Township Manager & Assistant CAO

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May 15, 2024

ABINT130034

Mr. Richard Manfredi, Township Manager
Abington Township
1176 Old York Road
Abington, PA 19001

RE: LD-23-03 1583 Rothley Avenue
PARID: 30-00-60076-00-5/ TMID: 30200 002
PARID: 30-00-60072-00-9/ TMID: 30200 003
Preliminary/Final Major Subdivision & Land Development Plans Review (2nd Submission)

Dear Mr. Manfredi:

We have received a copy of the "Preliminary/Final Land Development Plans" consisting of thirteen (13) sheets dated August 14, 2023, last revised March 27, 2024, as well as a Stormwater Management & Erosion and Sediment Control Plan Narrative, dated the same, and both received on April 15, 2024; as prepared by Charles E. Shoemaker, Inc., located at 110 Keystone Drive, Montgomeryville, PA, for the above referenced project on behalf of the equitable owner, Dolson, LLC (the Applicant).

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Upon consolidation, the total consolidated parcel will be 12,233 SF (or 0.2808 acres). In addition to the proposed lot consolidation, the Applicant is proposing the following site improvements under this land development application:

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This project is located within the R-4 – Residential High Density Zoning District. The site is fronted by Rothley

Avenue to the west; SEPTA railroad to the east; and residential properties zoned within the R4 – High Density Residential Zoning District to the north and south.

In accordance with the FEMA, Flood Insurance Rate Map (FIRM) Panel No. 42091C0313G, effective March 2, 2016, the tract is identified to be primarily located within Zone X primarily located within Zone X, an area outside the 0.2% chance flood and minimal flood hazard. Therefore, based on the FEMA FIRM determination, this site is not located within the Floodplain Conservation District, and is therefore not subject to the floodplain regulations of the Floodplain Conservation District. In addition, per the Abington Township Riparian Corridor Analysis Map, Figure 15.2, this parcel is not located within and intersecting the Riparian Corridor; and is not subject to the regulations of the Riparian Corridor Conservation District.

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2. **§2103.H.9.(1)** – A variance to permit three (3) two-story townhomes without the minimum 18-inch variation in setback at every second unit.

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   The Applicant is proposing a 4" overflow pipe with a minimum cover of 2" in the lawn areas adjacent the proposed trench drain at the Rothley Avenue sidewalk.

5. **§146-33.D – Drainage Size, Grade, and Type –** A waiver to permit high density polyethylene (HDPE) and PVC storm drainage pipes and with less than 15 inches in diameter with grades less than 0.5%.

   The infiltration bed system contains 12" HDPE pipe and 12" HDPE perforated pipe with 0% slope and a 6" and 4" PVC outlet system.

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Landscape Plans			
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Stormwater Management Narrative	28 pages	8/14/23	3/27/24
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Appendix B Hydrologic Study	49 pages	8/22/23	3/27/24
Drainage Area Plans	2 pages	8/14/23	3/27/24

We have performed a review of the above referenced plans for compliance with the Zoning Ordinance (Chapter 162); Subdivision and Land Development Ordinance (Chapter 146); Stormwater Management Ordinance (Chapter 142) and our previous review letter dated October 20, 2024. We offer the following outstanding comments for your consideration (using the same numbering scheme as the prior review):

ZONING COMMENTS

9. ***Per §2403.C.1, 2, & 3 – Site Element Screens*** *- Site element screens shall be required in all proposed subdivision and land developments for site elements that are located partially or fully within 100 feet of the*

property line or existing road right-of-way. An on-site investigation by the applicant shall determine the existing adjacent land uses along each property boundary. In the case of vacant land, the uses allowed in the existing zoning district shall be used. These existing or zoned uses shall be noted on the plan. In the case of several permitted uses on a site, the most restrictive requirements shall apply. The Township shall have final approval of any interpretation of land use or map. The type of site element screen required shall be the highest intensity screen required of the following: the site element shown in the table below, the adjacent existing land use, or the zoned use requiring the most intense screen in the case of vacant land.

Per Figure 24.7 – Site Element Screen Requirements for vehicle storage requires medium intensity screening. The Applicant shall provide medium intensity screening for the site along the rear of the property line.

In the response letter dated April 12, 2024, the Applicant clarified that no vehicle storage is proposed, and the rear of the site is bordered by SEPTA. The Applicant is providing 1 understory tree (AC Autumn Brilliance Serviceberry) and 6 evergreen trees (Green Giant Arborvitae) along the southern parking lot perimeter. The Applicant may wish to spread out the evergreen trees along the southern perimeter of the parking lot to provide a more uniform screening of the parking lot.

13. ***Per §2601.J. - Mechanical Equipment Standards –*** *The Applicant shall clarify the location of any mechanical equipment that will service the townhomes since the mechanical equipment is not shown on the plans to ensure compliance with the code provisions of this section.*

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CHAPTER 146
SUBDIVISION & LAND DEVELOPMENT COMMENTS

17. ***Per §146-10.B.(5) – General Requirements –*** *The submission type in accordance with §146-9.D shall be indicated on all the plan sheets as "Preliminary/Final Major Land Development."*

The submission type as well as the land development application number "LD-23-03" shall be shown on all plan sheets.

The "Abington Township No. LD-23-03" shall also be included on the Property Identification Plan (Sheet 4).

25. ***Per §146-12.B.(5) – Record Plan Seals –*** *The impressed seal of the Township Engineer shall be provided on the Cover Sheet (Sheet 1).*

Sufficient room for the signature and seal of the Township Engineer shall be provided on the Record plan to ensure no text overwrites.

Additional room shall be provided for the signature and seal of the Township Engineer to ensure no text overwrites.

26. ***Per §146-12.E – Recording notations –*** *The plans shall provide the recording notations as indicated in this Code Section on the Cover Sheet (Sheet 1).*

The notations as indicated in §146-12.E.(2) thru (6) shall be included on the Cover Sheet (Sheet 1).

CHAPTER 142
STORMWATER MANAGEMENT COMMENTS

35. ***Per §142-302.B.(2).(b).[22] – SWM Site Plan Contents*** *– A fifteen-foot-wide access easement around all stormwater management facilities to provide ingress to and egress from a public right-of-way.*

    The Applicant shall provide a fifteen-foot-wide easement around all stormwater management facilities or provide a blanket easement for the entire site. If a blanket easement is proposed, a note shall be provided on the plans.

    A note has been provided on the Land Development Plan (Sheet 3) that a stormwater blanket easement is provided for this site. A description of this blanket easement shall be provided for review and approval.

GENERAL STORMWATER MANAGEMENT COMMENTS

43. *The Applicant is proposing the overflow for the seepage bed to tie into yard drain 1 and flow under the sidewalk and discharge through the curb and into the street. A trench drain is also proposed spanning the sidewalk. Based on the layout of the existing grades in this area, the discharge will flow down the street and will not be captured since there is no existing stormwater inlets or manholes within Rothley Avenue and Hamilton Avenue adjacent to the site. In addition, the stormwater runoff captured by Yard Drain 1 is not being captured by the seepage bed and will directly discharge through the curb. The Applicant shall revise the stormwater on site to adequately capture the proposed runoff.*

    With the addition of the ADA ramp along Rothley Avenue, the location of the curb discharge from yard drain 1 could cause water ponding at the ADA ramp. This water could freeze during the winters and cause pedestrian safety issues. It is recommended that the curb discharge be revised to be on the downslope side of the ADA ramp to avoid any potential water ponding issues at this ADA ramp.

We have received the following documents/permits/reviews:

- Zoning Hearing Board Decision (March 22, 2023)
- MCPC Request for Review (June 22, 2023)
- Application for SALDO Review (July 28, 2023)
- Waivers Request (included w/ SALDO Application) (July 28, 2023)
- Abington Wastewater Sanitary Sewer Availability Letter (July 28, 2023)
- Aqua Will Serve Letter (August 4, 2023)
- PCSM and E&S Narrative (August 14, 2023)
- Safety Review (September 7, 2023, May 8, 2024 via email)
- MCPC Review (September 21, 2023)
- Sewer Review (October 10, 2023 & May 10, 2024)
- Fire Marshal Review (October 18, 2023 & May 10, 2024 via email)
- TPD Traffic Review (October 20, 2023 & May 10, 2024)
- EAC & STC Joint Review (October 27, 2023)
- Abington Safety Officer Review (May 8, 2024 via email)
- Abington Engineering Staff Review (May 14, 2024 via email)

We have not received the following documents/permits/reviews:

- Financial Escrow
- LD Agreements
- Stormwater BMP O&M Agreement
- Legal Descriptions & Exhibits of all lots/easements/dedications

SUMMARY

Since the outstanding zoning comments can be addressed with changes to the LD plans without having to appear before the Zoning Hearing Board, we recommend Preliminary/Final Major Land Development Plans approval conditioned that the Applicant addresses the above referenced comments.

If you have any questions or comments with this submittal, please do not hesitate to contact me.

Sincerely,

PENNONI ASSOCIATES INC.

Khaled R. Hassan, PE
Township Engineer

cc: Terry Castorina, Assistant to the Township Manager
Ashley McIlvaine, Assistant Township Manager & Assistant CAO

U:\ACCOUNTS\ABINT\ABINT130034 - LD-23-03-1583 ROTHLEY AVE\ADMIN\6 - PLAN REVIEWS\2ND SUBMISSION\PF02051524 1583ROTHLEY.DOCX

TRAFFIC PLANNING AND DESIGN, INC.

WWW.TRAFFICPD.COM

Memorandum

To: Richard Manfredi, Manager - Abington Township

From: Greg Richardson, P.E.

Date: May 10, 2024

Re: **1583 Rothley Avenue**
Traffic Review #2
Abington Township, Montgomery County, PA
TPD No. ABTO.00042

cc: Board of Commissioners
Planning Commission
Tim Clark
Ashley McIlvaine
Terry Castorina
Khalid Hassan, P.E.
Allison A. Lee, P.E.

Per your request and on behalf of Abington Township, Traffic Planning and Design, Inc. (TPD) has completed a traffic review of the above-referenced application. TPD reviewed the following documents:

- *1583 Rothley Avenue – Preliminary/Final Land Development Plan prepared by Charles E. Shoemaker, Inc. – Dated March 27, 2024.*
- *Review Response Letter, prepared by Charles E. Shoemaker, Inc. – Dated April 12, 2024.*

Based on the review of these documents, it is our opinion that all comments related to traffic have been adequately addressed.

If you have any questions, please call me at your earliest convenience.

2500 East High Street, Suite 650
Pottstown, PA 19464
610.326.3100
TrafficPD@TrafficPD.com

BOARD OF COMMISSIONERS REGULAR PUBLIC MEETING

AGENDA ITEM

August 8, 2024	BOC-10-080824	FISCAL IMPACT
DATE	*AGENDA ITEM NUMBER*	Cost > $10,000
		Yes ☐ No ☐
Police		PUBLIC BID REQUIRED
DEPARTMENT		Cost > $20,100
		Yes ☐ No ☐

AGENDA ITEM:

Bus Patrol Intergovernmental Agreement

EXECUTIVE SUMMARY:

This agreement with BusPatrol America, LLC to provide a stop arm signal arm enforcement system on each bus pursuant to 75 Pa.C.S.A. §3345.1(g) for the purpose of enforcing violations of 75 Pa.C.S.A. §3345, which prohibits the driver of a vehicle from meeting or overtaking any school bus stopped on a highway or trafficway flashing its red signal lights.

PREVIOUS BOARD ACTIONS:

n/a

RECOMMENDED BOARD ACTIONS:

Motion to consider a Resolution approving Intergovernmental Agreement between Abington Township and Abington School District regarding BusPatrol America, LLC.

ABINGTON TOWNSHIP

RESOLUTION NO. 2024-_____

A RESOLUTION ADOPTING AN INTERGOVERNMENTAL AGREEMENT WITH ABINGTON TOWNSHIP SCHOOL DISTRICT

WHEREAS, Abington Township ("Township") is a municipality organized and existing under the First Class Township Code ("Code") of the Commonwealth of Pennsylvania; and

WHEREAS, the Intergovernmental Cooperation Act (53 Pa.C.S.A. § 2303) authorizes the Township to jointly cooperate with any similar entities located in any other state, in the exercise or in the performance of their respective governmental functions, powers or responsibilities; and

WHEREAS, the Township wishes to enter into an Intergovernmental Agreement with Abington Township School District in order to enforce violations of 75 Pa.C.S.A. § 3345.1; and

WHEREAS, a signed copy of the Intergovernmental Agreement, the contents of which are incorporated into this resolution in order to satisfy the requirements of the Intergovernmental Cooperation Act (53 Pa.C.S.A. § 2307), is attached hereto as Exhibit "A"; and

WHEREAS, the Intergovernmental Cooperation Act (53 Pa.C.S.A. § 2315) provides that a joint cooperation agreement shall be deemed in force as to any local government when the agreement has been adopted by ordinance or resolution by all cooperating local governments; and

WHEREAS, the Township hereby wishes to formally adopt and give full force to the attached Intergovernmental Agreement by resolution.

NOW THEREFORE, be resolved by the Board of Commissioners of the Township that the attached Intergovernmental Agreement with Abington Township School District is formally adopted.

RESOLVED and ENACTED this _____ day of August, 2024.

ATTEST:

BY:_____
Richard J. Manfredi
Township Manager

BOARD OF COMMISSIONERS ABINGTON TOWNSHIP

BY: _____
Thomas Hecker
President, Board of Commissioners

EXHIBIT “A”

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT is entered into by and between the **ABINGTON SCHOOL DISTRICT**, with its principal offices located at 970 Highland Avenue, Abington, PA 19001, hereinafter referred to as-the "District";

AND

The **ABINGTON TOWNSHIP POLICE DEPARTMENT,** the law enforcement agency of the Township of Abington, referred to hereinafter as the "Law Enforcement Agency", 1166 Old York Road, Abington, PA 19001.

WHEREAS, at its regularly scheduled meeting held on _____, 2024, the District's Board of School Directors approved an agreement with BusPatrol America, LLC (the "Vendor") to provide a stop arm signal arm enforcement system on each bus pursuant to 75 Pa.C.S.A. §3345.1(g) for the purpose of enforcing violations of 75 Pa.C.S.A. §3345, which prohibits the driver of a vehicle from meeting or overtaking any school bus stopped on a highway or trafficway flashing its red signal lights. This agreement is referred to hereinafter as the "BusPatrol Agreement", a copy of which is attached as Exhibit "A"; and

WHEREAS, 75 Pa.C.S.A. §3345.1(g)(3) requires the District to enter into an intergovernmental agreement with the Law Enforcement Agency, it being the primary police department within the geographical boundaries of the District with authority, as a prerequisite to enforcement of violations of 75 Pa.C.S.A. §3345, via use of an automated stop signal arm enforcement system ("the BusPatrol System"), and issuance of a civil penalty; and

WHEREAS, the District and Law Enforcement Agency mutually desire to enter into such an intergovernmental agreement pursuant to 75 Pa.C.S.A. §3345.1(g)(3).

NOW THEREFORE, intending to be legally bound hereby, the parties agree as follows:

1. Authority/Jurisdiction to Enforce Violations

A. For any violation of 75 Pa.C.S.A. §3345 captured by the BusPatrol System that occurs within the boundaries of the Township of Abington, the Law Enforcement Agency shall have primary authority/jurisdiction to enforce the violation and the Pennsylvania State Police shall have secondary authority/jurisdiction.

B. The Pennsylvania State Police shall also have the authority/jurisdiction to enforce a violation that is witnessed by an officer of the Pennsylvania State Police.

2. Responsibilities of Law Enforcement Agency

The Law Enforcement Agency, in enforcing a civil violation of 75 Pa.C.S.A. §3345 captured by the BusPatrol System, shall adhere to the requirements of 75 Pa.C.S.A. §3345.1, as well as any other applicable laws or rules of procedure. As part of its responsibilities, the Law Enforcement Agency shall:

A. Pursuant to 75 Pa.C.S.A. §3345.1(h.2)

(1) Review submitted evidence to determine if a violation under this section occurred and electronically certify the notice of violation in accordance with 75 Pa.C.S.A. §3345.1(d).

(2) Notify the school entity, or the system administrator on the school entity's behalf, of the electronic certification of the notice of violation related to the primary police department's capacity to view and authorize the notice.

(3) Restrict the review of submitted evidence under paragraph (1) to an individual who is a police officer.

B. Participate as needed in any appeal hearing before the Magisterial District Judge where the violation occurred as outlined in §3345.1(i.4)(4). Law Enforcement Agency personnel shall attend the initial violation hearing before the Department of Transportation Hearing Officer only on an as-needed basis, unless otherwise agreed among the Parties.

C. Comply with the statutory requirements of §3345.1(e) to the extent such requirements pertain to Law Enforcement Agency;

D. Pursuant to 75 Pa.C.S.A. §3345.1(c)(4) do nothing that would cause the civil violation to:

(i) be deemed a criminal conviction;

(ii) be made part of the operating record of the individual upon whom the penalty is imposed under section 1535 (relating to schedule of convictions and points);

(iii) be the subject of merit rating for insurance purposes; or

(iv) authorize imposition of surcharge points in the provision of motor vehicle insurance coverage.

3. Responsibilities of the District

The District shall exercise due diligence to assure that all requirements imposed on the District and the Vendor pursuant to 75 Pa.C.S.A. §3345.1 are met. As part of its responsibilities, the District shall require the Vendor to:

1. Provide the Law Enforcement Agency with written documentation that the side stop signal arm enforcement system was operating correctly at the time of the alleged violation and a copy of any video evidence of the alleged violation.

2. Pursuant to 75 Pa.C.S.A. §3345.1(h), provide to the Law Enforcement Agency the information set forth in paragraph 2(A) above.

3. When the Law Enforcement Agency determines that a violation occurred involving a vehicle registered in the Commonwealth of Pennsylvania, mail a notice of violation within 30 days after the commission of the violation or within 30 days after the discovery of the identity of the registered owner, whichever is later, to the address of the registered owner as listed in the records of the Department of Motor Vehicles.

4. When the Law Enforcement Agency determines that a violation occurred involving a vehicle registered in jurisdictions other than the Commonwealth of Pennsylvania, mail the notice of violation within 30 days after the discovery of the identity of the registered owner and to the address of the registered owner as listed in the records of the official in the jurisdiction having charge of the registration of the vehicle.

5. Comply with all requirements pertaining to notices of violation as outlined by 75 Pa.C.S.A. §3345.1(i.2).

6. Certify that the privacy and storage limitations set forth in 75 Pa.C.S.A. §3345.1 are adhered to; specifically that Images obtained through the use of the side stop signal arm enforcement system have been destroyed by the Vendor within one year of final disposition of the recorded event and that registered vehicle owner information obtained as a result of the operation of a side stop signal arm enforcement system has been safeguarded so as not to be used for any purpose other than prescribed in 75 Pa.C.S.A. §3345.1.

7. Ensure that the Law Enforcement Agency receives its statutorily-delineated $25 share of any $300 statutory fine collected for a violation as outlined by 75 Pa.C.S.A. §3345.1(c).

5. Criminal Proceedings

75 Pa.C.S.A. §3345.1(c)(3) provides that the vehicle operator shall not be liable for the civil penalty if the operator is also criminally convicted of the same violation under 75 Pa.C.S.A. §3345. If the Law Enforcement Agency has commenced or intends to commence criminal proceedings against a vehicle operator for a violation of 75 Pa.C.S.A. §3345, then the Law Enforcement Agency will not certify a violation pursuant to 75 Pa.C.S.A. §3345.1 for the same offense.

6. Term & Termination

Unless otherwise terminated by either Party to this Agreement, this Agreement shall remain in effect so long as the BusPatrol Agreement remains in effect and shall automatically terminate upon the expiration of the term, or the termination of, the BusPatrol Agreement. This Agreement may be terminated by either party, in whole or in part, with or without cause, on thirty (30) days prior written notice to the other Party.

7. Amendments

This Agreement may be amended, modified, or waived only by written agreement signed by all of the parties hereto.

[INTENTIONALLY LEFT BLANK; SIGNATURES ON NEXT PAGE]

On behalf of Abington School District:

By: _____ Date: _____
Printed Name: _____
Title: _____

ATTEST:
_____ Date: _____

On behalf of Abington Township:

By: _____ Date: _____
Printed Name: _____
Title: _____

ATTEST:
_____ Date: _____

Exhibit

“A”

BOARD OF COMMISSIONERS REGULAR PUBLIC MEETING

AGENDA ITEM

August 8, 2024	BOC-11-080824	FISCAL IMPACT
DATE	*AGENDA ITEM NUMBER*	Cost > $10,000
		Yes ☐ No ☐
Police		PUBLIC BID REQUIRED
DEPARTMENT		Cost > $20,100
		Yes ☐ No ☐

AGENDA ITEM:

Bus Patrol MOU

EXECUTIVE SUMMARY:

This MOU is with BusPatrol, the Township, and Law Enforcement Agency to further the Parties' understanding of implementation of the School Bus Stop Arm Enforcement Program ("Stop Arm Program"), as authorized by PA C.S. Title 75 Chapter 3345.1 ("Stop Arm Law"), and serves as further clarification as to the support BusPatrol will provide to the Law Enforcement Agency as referenced in BusPatrol's Master Services Agreement with Abington School District ("Stop Arm Contract").

PREVIOUS BOARD ACTIONS:

n/a

RECOMMENDED BOARD ACTIONS:

Motion to consider a Memorandum of Understanding between BusPatrol America, LLC and Abington Township Police Department in support of School Bust Stop Arm Enforcement Program.

MEMORANDUM OF UNDERSTANDING
between
BUSPATROL AMERICA, LLC
and
ABINGTON TOWNSHIP POLICE DEPARTMENT
in support of
SCHOOL BUS STOP ARM ENFORCEMENT PROGRAM

This Memorandum of Understanding (the "MOU") is made and entered into by and between BusPatrol America, LLC ("BusPatrol") with its principal place of business at 8560 Cinder Bed Road, Suite 100, Lorton, VA 22079, and Abington Township ("Township"), through the Abington Township Police Department, with its principal offices located at 1166 Old York Road, PA 19001 ("Law Enforcement Agency") (each a "Party", together the "Parties").

1. Purpose. This MOU is with BusPatrol, the Township, and Law Enforcement Agency to further the Parties' understanding of implementation of the School Bus Stop Arm Enforcement Program ("Stop Arm Program"), as authorized by PA C.S. Title 75 Chapter 3345.1 ("Stop Arm Law"), and serves as further clarification as to the support BusPatrol will provide to the Law Enforcement Agency as referenced in BusPatrol's Master Services Agreement with Abington School District ("Stop Arm Contract").

2. Required Cooperation.

   a. BusPatrol agrees to provide reasonable assistance to the Law Enforcement Agency to enable Law Enforcement Agency to perform its responsibilities required under the Stop Arm Program, including providing information necessary for Law Enforcement Agency to review submitted evidence and electronically certify a notice of violation as outlined by 75 Pa.C.S.A. § 3345.1(h.2).

   b. Law Enforcement Agency agrees to use best efforts to timely review submitted evidence to determine if a violation of the Stop Arm Law has occurred and electronically certify the notice of violation as outlined by 75 Pa.C.S.A. § 3345.1(h.2). In the event Law Enforcement Agency reviews information provided by BusPatrol in connection with a potential notice of violation, and Law Enforcement Agency makes a determination that insufficient evidence exists to certify a notice of violation, Law Enforcement Agency is not required to take any further action and such decision by Law Enforcement Agency is final.

   c. Upon receipt of payment of the $300 statutory fine for each violation of the Stop Arm Law, BusPatrol shall promptly distribute the statutorily-delineated amount of $25 to Law Enforcement Agency.

   d. Members of the Law Enforcement Agency shall not be required to attend hearings on contested violations.

   e. In the event an owner of a motor vehicle requests an appeal hearing before a magisterial district judge as outlined by 75 Pa.C.S.A. § 3345.1(i.4)(4), members of the Law Enforcement Agency shall not be required to attend such hearings unless otherwise agreed upon in advance by the Parties.

3. No Cost. Each Party to this MOU agrees that the activities undertaken pursuant to this MOU shall be undertaken at no cost to Law Enforcement Agency or Township.

4. Indemnification. BusPatrol shall, at all times, hold the Township, Law Enforcement Agency, all employees, servants, contractors, and elected or appointed officials thereof harmless from any claims or suits pertaining to the issuance of a notice of violation under the Stop Arm Program. Such indemnification shall include, but shall not be limited to, reasonable legal, engineering and expert witness fees; and any judgment rendered against the Law Enforcement Agency, the Township, its officials or employees. BusPatrol shall have no obligation to indemnify these entities or individuals in the event such liability is the result of misconduct or gross negligence. BusPatrol shall have no obligation to indemnify these entities or individuals in the event such liability is the result of BusPatrol's compliance with any direction from the Township o the Law Enforcement Agency, as well as any liability resulting from Township's acts or omissions, including any alteration of Contractor's equipment or intellectual property.

5. Governing Law; Jurisdiction and Venue. This MOU is governed by the laws of the Commonwealth of Pennsylvania, without regard to its conflict of law principles. Any dispute arising out of this MOU shall be heard in the courts of Montgomery County, Pennsylvania.

6. Term, Termination. This MOU shall take effect on the date of last signature below and shall continue for the duration of the Stop Arm Contract, including any extensions thereof. This Agreement may be terminated:

   a. By either Party, in whole or in part, with or without cause, on thirty (30) days prior written notice to the other Party;

   b. By either Party in the event of a material breach by the other Party that is not cured within ninety (90) days of the breaching Party's receipt of written notice from the non-breaching Party;

   c. By BusPatrol immediately in the event that: (i) the Stop Arm Contract is terminated; (ii) Stop Arm Law or other applicable state or local statutes or regulations are materially amended as to prohibit or negatively affect the operation of the School Bus Stop Arm Program, including but not limited to any change in any laws that would substantially reduce or eliminate fines or charges for Violations of the Stop Arm Law, or that would otherwise eliminate the source of funding for the School Bus Stop Arm Program; or (iii) A final decision (subsequent to any appeals that may be filed) by a court of competent jurisdiction declares that the results from the BusPatrol System are inadmissible in evidence.

   d. Termination of this MOU for any reason shall not release BusPatrol from its obligations set forth in this MOU which are pending at the time of termination. Termination of this MOU for any reason shall likewise not release Law Enforcement Agency from its obligations set forth in this MOU which are pending at the time of termination. Termination of this MOU for any reason shall immediately release both BusPatrol and Law Enforcement Agency from any new obligations not pending at the time of termination.

7. Binding Effect, Changes. This MOU and the respective rights and obligations of the Parties hereto shall inure to the benefit of, and be binding upon, the Parties hereto and their respective successors and permitted assigns. This MOU may not be amended, modified, or supplemented unless such amendment, supplement, or modification is agreed to in writing and signed by each of BusPatrol and Law Enforcement Agency.

8. Severability. Should any section, paragraph, sentence, clause, or phrase of this MOU be declared invalid, void, or unenforceable for any reason, the remainder of this MOU shall not be affected and shall remain in full force and effect, and for this reason the provisions of this MOU shall be severable.

IN WITNESS WHEREOF, the Parties, through their duly authorized signatures, enter into this MOU effective as of the last date of signature below (the "Effective Date").

BUSPATROL AMERICA LLC:

By: _____
Name: _____
Title: _____
Date: _____

LAW ENFORCEMENT AGENCY:

By: _____
Name: _____
Title: _____
Date: _____

BOARD OF COMMISSIONERS REGULAR PUBLIC MEETING

AGENDA ITEM

August 8, 2024	BOC-12-080824	FISCAL IMPACT
DATE	*AGENDA ITEM NUMBER*	Cost > $10,000
		Yes ☐ No ☐
Administration		PUBLIC BID REQUIRED
DEPARTMENT		Cost > $20,100
		Yes ☐ No ☐

AGENDA ITEM:

Comcast Franchise Renewal

EXECUTIVE SUMMARY:

This is a 10-year cable franchise agreement between the Township and Comcast Cable Communications Management, LLC. This agreement addresses franchise fees, customer service standards, a capital grant, right-of-way protections, and reporting requirements among other items related to Comcast's cable operations in the Township.

PREVIOUS BOARD ACTIONS:

September 8, 2022: Public comment was taken on the Comcast franchise renewal and related cable services at the Board of Commissioners Working Session
April 14, 2022: The Board approved the Township entering into an agreement with Cohen Law Group and the Montgomery County Consortium for legal services related to the franchise renewal and fee audit at the Board of Commissioners Regular Meeting.

RECOMMENDED BOARD ACTIONS:

Motion to adopt Resolution 24-031 for the execution of a cable franchise agreement between the Township and Comcast Cable Communications Management, LLC.

CABLE FRANCHISE AGREEMENT

BETWEEN

ABINGTON TOWNSHIP

AND

COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC

With assistance from:

Cohen Law Group
413 South Main Street - Third Floor
Pittsburgh, PA 15215
Phone: (412) 447-0130
www.cohenlawgroup.org

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CABLE FRANCHISE AGREEMENT

This Cable Franchise Agreement (hereinafter referred to as the "Agreement") is by and between Abington Township, a municipality located in Montgomery County, Pennsylvania (hereinafter referred to as the "Township") and Comcast Cable Communications Management, LLC (hereinafter referred to as "Comcast").

WHEREAS, pursuant to Title VI of the Communications Act, the regulations of the Federal Communications Commission (hereinafter referred to as the "FCC") and Pennsylvania law, the Township is authorized to grant and renew franchises to construct, operate and maintain a Cable System utilizing Public Rights-of-Way and properties within the Township's jurisdiction; and

WHEREAS, Comcast currently holds a cable franchise previously granted by the Township; and

WHEREAS, Comcast has requested that the Township renew Comcast's franchise to maintain, construct, operate, and maintain its Cable System over, under and along the aforesaid rights-of-ways for use by the Township's residents; and

WHEREAS, the aforesaid Public Rights-of-Way used by Comcast are public properties acquired and maintained by the Township on behalf of the citizens of the Township, and the right to use said rights-of-way is a valuable property right; and

WHEREAS, the Township desires to protect and manage the aforesaid rights-of-way, establish standards of Subscriber service, maintain a technologically advanced Cable System, receive Franchise Fees for Comcast's use of the Township's public rights-of-ways as provided by federal law, obtain the use of an educational and governmental channel, establish certain reporting requirements, provide legal protections for the Township, and meet the current and future cable-related needs of its residents; and

WHEREAS, the Township has determined that this Agreement and the process for consideration of this Agreement complies with all applicable federal, state and local laws and regulations; and

WHEREAS, the Township has determined that Comcast has the financial, legal and technical ability to provide Cable Services to Subscribers located in the Township

NOW THEREFORE, in consideration of the mutual promises contained herein and intending to be legally bound hereby, the Township and Comcast agree as follows:

SECTION 1
DEFINITIONS

The following terms used in this franchise shall have the following meanings:

(a) Affiliated Entity - Any persons(s) or entity(ies) who own or control, are owned or controlled by or are under common ownership or control with Comcast Cable Communications Management, LLC but does not include Affiliated Entities that are not involved with the use, management, operation, construction, repair and/or maintenance of Comcast Corporation's cable systems.

(b) Basic Service - The service tier that includes at least the retransmission of local broadcast television signals.

(c) Cable Act - Title VI of the Communications Act of 1934, as amended by the Cable Communications Policy Act of 1984, the Cable Television Consumer Protection and Competitive Act of 1992 and the Telecommunications Act of 1996, as it may, from time to time, be further amended.

(d) Cable Service or Service - The one-way transmission to Subscribers of video programming or other programming service and Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

(e) Cable System or System - A facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within the Township but such term does not include (1) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (2) a facility that serves Subscribers without using any public right-of-way; (3) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act, except that such facility shall be considered a Cable System (other than for purposes of Section 621 of the Cable Act) to the extent that facility is used in the transmission of video programming directly to Subscribers unless the extent of that use is solely to provide interactive on-demand services; (4) an open video system that complies with Section 653 of the Cable Act; (5) any facilities of any electric utility used solely for operating its electric utility systems;

(f) Channel - A portion of the electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering a television channel as a television channel is defined by FCC regulation.

(g) Complaint - Any written (including electronic) or oral communication by a Subscriber expressing dissatisfaction with Comcast's operation of its Cable System that is within Comcast's control and requires a corrective measure on the part of Comcast or its contractors or subcontractors.

(h) Communications Act - The federal Communications Act of 1934, as amended, and as it may, from time to time, be further amended.

(i) Drop - The coaxial or fiber optic or other cable that connects a home or building to the Cable System.

(j) Educational and Governmental (EG) Channel - An access channel that consists of local, educational and/or governmental programming.

(k) Emergency - A condition that either (1) constitutes a clear and immediate danger to the health, welfare, or safety of the public; or (2) has caused or is likely to cause the Cable system in the Public Rights-of-Way to be unusable and result in loss of the services provided.

(l) FCC - Federal Communications Commission.

(m) Force Majeure - Acts of God; acts of public enemies, including terrorist attacks; orders of any kind of the government of the United States of America or the Commonwealth of Pennsylvania or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; riots; labor strikes; epidemics; public health emergencies; landslides; lightning; earthquakes; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts; explosions; unavailability of materials or equipment; extraordinary make ready costs; partial or entire failure of utilities or other event that is reasonably beyond Comcast's ability to anticipate or control.

(n) Franchise - The authorization granted by the Township to construct, operate and maintain a Cable System within the corporate limits of the Township as embodied in the terms and conditions of this Agreement.

(o) Franchise Fee - The fee that Comcast remits to the Township pursuant to Section 622 of the Cable Act, 47 U.S.C. §542, and Section 6.1 of this Agreement.

(p) Gross Revenues - All revenue received by Comcast or its Affiliated Entities arising from, attributable to, or in any way derived from the operation of Comcast's Cable System in the Township to provide Cable Services, as calculated in accordance with generally accepted accounting principles ("GAAP"). Gross Revenues shall include, but are not limited to, the following:

(1) Basic Service fees;
(2) fees charged to Subscribers for any Cable Service tier other than Basic Service;
(3) fees charged for premium Cable Services;
(4) fees for all digital video tiers;
(5) fees for video-on-demand;
(6) fees charged to Subscribers for any optional, per-channel or per-program Cable Services;
(7) revenue from the provision of any other Cable Services;

(8) charges for installation, additional outlets, relocation, disconnection, reconnection and change-in-service fees for Cable Service.
(9) fees for changing any level of Cable Service programming;
(10) fees for service calls pertaining to Cable Services;
(11) inside wire maintenance fees for Cable Services;
(12) service plan protection fees for Cable Services;
(13) convenience fees;
(14) early termination fees on Cable Services;
(15) fees for Leased Access Channels;
(16) charges based on the sale or lease of any portion of the Cable System for Cable Service;
(17) rental or sales of any and all equipment, including converters and remote control devices;
(18) advertising revenues attributable to the local Cable System and Cable Services;
(19) revenues or commissions from locally-derived home shopping channels;
(20) broadcast retransmission fees;
(21) regional sports fee;
(22) late payment fees on Cable Services;
(23) billing and collection fees on Cable Services;
(24) NSF check charges; and
(25) Franchise Fees.

Gross Revenue shall not include refundable deposits, investment income, programming launch support payments, nor any taxes, or other fees or assessments imposed or assessed by any governmental authority. Gross Annual Revenues shall not include actual bad debt that is written off, consistent with generally accepted accounting principles, provided however, that all or any part of any such actual bad debt that is written off, but subsequently collected, shall be included in the Gross Annual Revenues in the period so collected. In the event of any dispute over the classification of revenue, the Township and Comcast agree that reference should be made to generally accepted accounting principles ("GAAP") as promulgated and defined by the Financial Accounting Standards Board ("FASB").

(q) HD - High definition format.

(r) Leased Access or Commercial Access Channel - Any channel on Comcast's Cable System designated for use by any entity that is unaffiliated with Comcast pursuant to Section 612 of the Cable Act, 47 U.S.C. §532.

(s) Multiple Dwelling Units or MDU's - Any building, buildings or area occupied by dwelling units, appurtenances thereto, grounds and facilities, which dwelling units are intended or designed to be owned, occupied or leased for occupation, or actually occupied, as individual homes or residences for three (3) or more households.

(t) Normal Business Hours - Those hours during which most similar businesses in the community are open to serve Subscribers. In all cases, "Normal Business Hours" must include some evening hours at least one night per week and/or some weekend hours.

(u) Normal Operating Conditions - Business conditions within Comcast's service department which are within the control of Comcast. Those conditions that are not within the control of Comcast include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages and severe or unusual weather conditions or other conditions of Force Majeure.

(v) Outlet - An interior receptacle that connects a television set to the Cable System.

(w) Public Buildings – shall mean the Township Building, police stations, fire companies, public works buildings, and water and sewer authorities. Public Buildings shall not include buildings owned by the Township but leased to third parties, or buildings, such as storage facilities, at which government employees are not regularly stationed, or to facilities used by a private service provider, such as a private ambulance company.

(x) Public Rights-of-Way - The surface and the area across, in, over, along, under and upon the public streets, roads, lanes, avenues, alleys, sidewalks, bridges, highways and other rights-of-way, as the same now or may thereafter exist, which are under the jurisdiction or control of the Township.

(y) Programming - Any video or audio signal carried over the Cable System that is generally considered comparable to programming provided by a television broadcast station.

(z) SD - Standard definition format.

(aa) Service Interruption - The loss of picture or sound on all Cable Service channels.

(bb) Subscriber - A person or entity who contracts with Comcast for, and lawfully receives Cable Services distributed by the Cable System.

SECTION 2
GRANT OF FRANCHISE

2.1 GRANT OF AUTHORITY

Pursuant to the Cable Act, the regulations of the FCC and Pennsylvania law, the Township hereby grants a non-exclusive and revocable franchise to Comcast. Subject to the terms and conditions contained herein, the Township hereby grants to Comcast the authority to construct, extend, install, operate, maintain, upgrade and rebuild a Cable System, including such wires, cables, fiber, conductors, ducts, conduits, amplifiers, pedestals, attachments and other equipment as is necessary and appropriate to the operation of the Cable System in the Public Rights-of-Way, including property over which the Township has a sufficient easement or right-of-way to provide

Cable Services. Nothing herein shall preclude Comcast from offering any other service over the Cable System as may be lawfully allowed.

2.2 TERM OF FRANCHISE

The term of this Agreement shall be for a period of ten (10) years commencing on the date when fully executed by both parties (the "Effective Date"), unless the Franchise is terminated prior to the expiration date in accordance with the terms and conditions of this Agreement.

2.3 REPRESENTATIONS AND WARRANTIES

(a) Comcast represents, warrants and acknowledges that, as of the Effective Date:

(1) Comcast is duly organized, validly existing and in good standing under the laws of the Commonwealth of Pennsylvania;

(2) Comcast has the requisite approval from the applicable federal and state agencies;

(3) There is no action or proceeding pending or threatened against Comcast which would interfere with its performance or its ability to perform the requirements of this Agreement;

(4) Pursuant to Section 625(f) of the Cable Act, as of the Effective Date, the performance of all terms and conditions in this Agreement is commercially practicable.

2.4 NON-EXCLUSIVITY

This Franchise granted to Comcast shall be non-exclusive. Nothing in this Agreement shall affect the right of the Township to grant other Franchises to construct, operate or maintain a Cable System.

2.5 FRANCHISE SUBJECT TO FEDERAL, STATE AND LOCAL LAWS

This Franchise is subject to and shall be governed by all lawful and applicable provisions of federal, state and generally applicable local laws and regulations. This Franchise is further subject to all generally applicable ordinances and resolution of the Township. Without waiving any of its rights, the Township agrees that, to the extent any term of this Agreement is inconsistent with the terms of any Township cable franchise ordinance existing as of the Effective Date, this Agreement shall control.

2.6 COMPETITIVE EQUITY

(a) Comcast acknowledges and agrees that the Township reserves the right to grant one or more additional franchises to construct, operate, and maintain a Cable System within the Township.

(b) The Franchise granted to Comcast is non-exclusive; however, if the Township grants a subsequent franchise or other authorization to provide similar wired video services, that, when taken as a whole upon consideration of all of its material obligations, is more favorable or less burdensome to the subsequent provider than this Agreement is to Comcast, then Comcast may request an amendment to this Agreement to provide Comcast with competitive equity. If, when taken as a whole upon consideration of all of its material obligations, the subsequent Franchise is more favorable or less burdensome, then the Township and Comcast shall enter into good faith negotiations in order to modify this Agreement to the mutual satisfaction of both parties to provide Comcast with such competitive equity.

(c) In the event an application for a new Franchise for Cable Service or other authorization to provide similar wired video services is submitted to the Township proposing to serve Subscribers within the Township, then the Township shall notify Comcast in writing of the submission of the application.

SECTION 3
SYSTEM CONSTRUCTION, OPERATION AND MAINTENANCE

3.1 TECHNICAL REQUIREMENT

(a) Comcast shall operate, maintain, construct and extend the Cable System so as to offer Cable Services throughout all parts of the Township where the density requirements of Section 3.2 are met. The Cable Service provided by the Cable System shall be delivered in accordance with applicable FCC standards and the Cable Act. The Cable System shall meet or exceed any and all applicable technical performance standards of the FCC, the National Electrical Safety Code, the National Electric Code and any other applicable federal laws and regulations and the laws, ordinances and construction standards of the Commonwealth of Pennsylvania and the generally applicable laws, ordinances and construction standards of the Township.

(b) Stand-by power at the headend(s) shall be provided in the event of a service interruption. Stand-by power must activate automatically upon the failure of commercial utility power.

3.2 AREA TO BE SERVED

(a) Comcast shall make Cable Service available to every dwelling occupied by a person requesting Cable Service provided that Comcast is able to obtain from the property owners any necessary easements and/or permits in accordance with Section 621(a)(2) of the Cable Act. Comcast shall extend the Cable System beyond that which exists on the Effective Date into all areas within the Township, unserved by another wireline video provider, where there is a minimum of twenty-five (25) dwelling units per linear plant mile of aerial cable and fifty (50) dwelling units per underground mile of cable, calculated from the end of the main distribution line from which a usable Cable Service signal can be obtained. For purposes of this section, a home shall only be counted as a "dwelling unit" if such home is within two hundred seventy-five (275) feet of the

nearest distribution pole line within the public right of way. Upon written request from the Township, Comcast shall conduct a survey to determine the number of dwelling units in the requested area and shall inform the Township of the survey results and applicable costs to extend Service to the area. In those areas meeting the minimum density standard, Comcast shall commence construction within ninety (90) days after all necessary permits and pole attachment licenses are obtained. Subject to Force Majeure, Comcast will make best efforts to complete the construction of said extension within six (6) months from the issuance of all necessary permits and pole attachment licenses. Comcast's obligation hereunder shall be subject to the timely performance of walk-out, make ready and location of all underground utilities, weather permitting.

(b) Any dwelling unit within one hundred twenty-five (125) feet aerial distance from the main distribution line shall be entitled to a standard installation rate. For any dwelling unit in excess of one hundred twenty-five (125) feet or that requires an underground installation, Comcast shall extend the Cable Service if the Subscriber pays Comcast the actual cost of installation from its main distribution system with such cost being only the incremental portion beyond one hundred twenty-five (125) feet for aerial installations.

(c) The Township has the authority to require Comcast to place wires and/or equipment underground, provided that the Township imposes such requirement on all similarly situated entities. All installations of wires and/or equipment by Comcast shall be underground in those areas of the Township where the wires and/or equipment of similarly situated entities (i.e. telephone and electric utilities) are underground; provided, however, that such underground locations are capable of accommodating Comcast's facilities without technical degradation of the Cable System's signal quality. Comcast shall not be required to construct, operate, or maintain underground any ground-mounted appurtenances such as Subscriber taps, line extenders, system passive devices, amplifiers, power supplies, or pedestals.

(d) In the event that public or private funds are made available to pay for such underground projects, Comcast shall be included by the Township for such funds, if permitted to do so under applicable law. In the event that Comcast is required to place existing aerial plant underground, Comcast reserves its right to pass any remaining costs in excess of any such available public or private funds through to Subscribers if and to the extent allowed by applicable law.

3.3 CABLE SYSTEM SPECIFICATIONS

(a) Comcast has designed, constructed, and shall maintain a Cable System that has been built for digital television standards.

(b) Comcast reserves the right to alter, adjust, modify, rebuild, upgrade, redesign, or otherwise reconfigure the Cable System at any time during the term of the Agreement, provided that no alteration, adjustment, modification, rebuild, upgrade, redesign or other reconfiguration of the Cable System shall have the effect of reducing the technical capabilities of the Cable System as set forth in Section 3.1.

3.4 SYSTEM TESTS

(a) Comcast shall be responsible for ensuring that its Cable System is designed, installed and operated in a manner that fully complies with applicable FCC technical standards. Upon a showing of a pattern of Subscriber Complaints regarding signal quality or a determination of non-compliance related to signal quality through a compliance review under Section 5.2 herein, Comcast, upon written request by the Township, shall perform applicable tests to determine compliance with FCC technical standards. Comcast shall provide a report to the Township within thirty (30) days of completion of a Township-requested test that describes the results of the test. If any test under this Section indicates that the Cable System fails to meet applicable FCC requirements, Comcast shall take such corrective measures as are necessary to correct any failure and to prevent their recurrence as far as is possible.

(b) Upon sixty (60) days' written request to Comcast, the Township may inspect the Cable System at any time to ensure compliance with this Agreement and applicable law, including to ensure that the Cable System is constructed and maintained in a safe condition. The Township reserves the right, upon at least sixty (60) days' written notice to Comcast, to conduct a technical audit of the Cable System.

3.5 EMERGENCY ALERT SYSTEM

Comcast shall comply with the Emergency Alert System requirements of the FCC.

3.6 SERVICES FOR SUBSCRIBERS WITH DISABILITIES

Comcast shall comply with all applicable federal regulations, including the Communications Act of 1934, as amended, that ensure the provision of Cable Services and related equipment are accessible to and usable by persons with disabilities.

3.7 SERVICE TO MULTIPLE DWELLING UNITS ("MDU's")

Comcast and the Township hereto acknowledge and agree that installation and provision of Cable Service to MDU's are subject to a separate negotiation between the landlord, owner or governing body of any such MDU and Comcast, which negotiations shall be conducted in accordance with the procedures set forth in the Cable Act, as amended, applicable FCC regulations and applicable Pennsylvania law.

3.8 REPAIRS AND RESTORATION

(a) Whenever Comcast or any of its agents, including any contractor or subcontractor, takes up or disturbs any pavement, sidewalk or other improvement of any public or private property, the same shall be replaced and the surface restored in as reasonably good condition as before the disturbance within twenty (20) business days of the completion of the disturbance, weather permitting. Upon failure of Comcast to comply within the time specified and the Township having notified Comcast in writing of the restoration and repairs required, the Township may cause

proper restoration and repairs to be made and the expense of such work shall be paid by Comcast upon demand by the Township.

(b) Whenever Comcast or any agent, including any contractor or subcontractor, shall install, operate or maintain equipment, cable, or wires, it shall avoid damage and injury to property, including structures, improvements and trees in and along the routes authorized by the Township if required for the proper installation, operation and maintenance of such equipment, cable, or wires. Comcast shall promptly repair and restore any public property that is damaged as a result of construction, installation, repair or maintenance of the Cable System within twenty (20) business days, weather permitting.

(c) Comcast's operation, construction, repair and maintenance personnel, including all contractors and subcontractors, shall be trained in the use of all equipment and the safe operation of vehicles. Such personnel shall follow all safety procedures required by all applicable federal, state and local laws and regulations. All areas of the Cable System shall be inspected in accordance with such applicable federal, state and local laws and regulations so as to prevent hazardous conditions or risks to safety for the public and/or operating and maintenance personnel. Comcast shall install and maintain its wires, cables, fixtures, and other equipment in such a manner as shall not interfere with any installations of the Township or any public utility serving the Township.

(d) Should a public safety emergency occur as a result of, incident to, or connected with operation, construction, repair, or maintenance activities by Comcast personnel, including all contractors and subcontractors, then such personnel shall immediately contact the applicable public safety emergency dispatcher (e.g. 9-1-1).

(e) Whenever Comcast or any agent, including any contractor or subcontractor, shall disturb any pavement, sidewalk or other public property in order to perform any underground activity, it shall utilize the Pennsylvania One Call System prior to any such disturbance. Comcast shall adhere to any additional undergrounding requirements which the Commonwealth may establish in the future. Comcast shall adhere to all requirements of the Pennsylvania Underground Utility Line Protection Act.

(f) All structures and all lines, equipment and connections in, over, under, and upon streets, sidewalks, alleys, and public and private ways and places of the Township, wherever situated or located, shall at all times be kept and maintained in a safe and suitable condition and in good order and repair in accordance with customary industry standards and practices.

3.9 SERVICE AREA MAPS

Upon thirty (30) days' written request, Comcast shall permit the Township to view a complete set of Comcast service area strand maps of the Township on which shall be shown those areas in which facilities exist and the location of streets. The strand maps shall also designate where the cable wires and other equipment are aerial and where they are underground. Such viewing by Township officials shall be at a mutually agreed time and location. Should the Township wish to obtain such strand maps of the Township for its exclusive use, Comcast shall provide such maps within thirty (30) days of a written request, but no more than once annually and

only after the Township and Comcast have executed a non-disclosure agreement as such maps are confidential and proprietary pursuant to Section 5.1 of this Agreement.

3.10 DISCONNECTION AND RELOCATION

(a) Comcast shall, at no cost to the Township, protect, support, temporarily disconnect, relocate in the same street, or other public way and place, or remove from any street or any other public way or place, any of its property as required by the Township or its designee by reason of traffic conditions, street construction, change or establishment of street grade, site distance visibility, the construction of any public improvement or structure, or any other reason related to public health, safety and welfare.

(b) In requiring Comcast to protect, support, temporarily disconnect, relocate or remove any portion of its property, the Township shall treat Comcast the same as, and require no more of Comcast than, any other similarly situated entity utilizing the Public Rights of Way, including with respect to potential reimbursement of costs.

3.11 EMERGENCY REMOVAL OF EQUIPMENT

(a) If, at any time, in case of fire or other disaster in the Township, it shall be necessary, in the reasonable judgment of the Township or its agent, to cut or move any of the wires, cable or equipment of the Cable System, the Township shall have the right to do so without cost or liability, provided that, wherever possible, the Township shall give Comcast notice and the ability to relocate wires, cable or other equipment.

(b) In cutting or moving any of the wires, cable or equipment of the Cable System in the event of fire or other disaster, the Township shall treat Comcast the same as, and require no more of Comcast than, any other similarly situated entity.

3.12 TREE TRIMMING

(a) Comcast, or its agents, including contractors and subcontractors, shall have the authority to trim trees upon and overhanging the Public Rights-of-Way so as to prevent the branches of such trees from coming in contact with the wires, cables, or other equipment of Comcast. Any such tree trimming shall only be performed in accordance with applicable laws and regulations.

(b) If Comcast or its agents, including contractors and subcontractors, wish to cut down and remove any tree or trees as may be necessary for the installation and/or maintenance of its equipment, it shall apply to the Township for permission, with the exception of Emergency situations as defined in Section 1(k), and if permission is granted, shall perform such cutting and removal in accordance with the regulations of the Township.

3.13 CHANNEL CAPACITY

Comcast shall meet or exceed programming and channel capacity requirements set forth in this Agreement and required by applicable federal and state law and regulations.

3.14 BROADCAST CHANNELS

To the extent required by federal law, Comcast shall provide all Subscribers with Basic Service including, but not limited to: a) all broadcast television signals carried in fulfillment of the requirements of Section 614 of the Cable Act; b) the signals of qualified non-commercial educational television signals carried in fulfillment of the requirements of Section 615 of the Cable Act; and c) any Educational and Governmental Channel pursuant to Section 611 of the Cable Act. All such signals shall be delivered to Subscribers in accordance with applicable FCC technical specifications.

3.15 SIGNAL SCRAMBLING

Comcast shall at all times comply with FCC regulations regarding scrambling or other encryption of audio and video signals.

3.16 CONTINUITY OF SERVICE

Subscribers shall continue to receive Cable Service from Comcast provided their financial and other obligations to Comcast are honored. Subject to Force Majeure provisions in Section 9.1, Comcast shall use its best efforts to ensure that all Subscribers receive continuous, uninterrupted service regardless of the circumstances. For the purpose of construction, routine repairing or testing of the Cable System, Comcast shall use its best efforts to interrupt service only during periods of minimum use. When necessary service interruptions of more than twenty-four (24) hours can be anticipated, Comcast shall notify Subscribers in advance of such service interruption along with providing Subscribers with a pro-rata credit for the time of such service interruption.

SECTION 4
SUBSCRIBER SERVICE STANDARDS

4.1 OFFICE HOURS AND TELEPHONE AVAILABILITY

(a) Comcast shall provide and maintain a toll free telephone access line that will be available to Subscribers twenty-four (24) hours a day, seven (7) days a week. Trained representatives shall respond to Subscriber telephone inquiries during Normal Business Hours. After Normal Business Hours, the access line may be answered by a service or an automated response system. Inquiries received after Normal Business Hours must be responded to by a trained company representative on the next business day.

(b) Under Normal Operating Conditions and during Normal Business Hours, telephone answering time by a Subscriber representative, including wait time, shall not exceed thirty (30)

seconds after the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety percent (90%) of the time, measured on a quarterly basis. Under Normal Operating Conditions, the Subscriber shall receive a busy signal less than three percent (3%) of the time.

(c) Comcast will not be required to perform surveys to measure compliance with the telephone answering standards above unless a historical record of Complaints indicates a clear failure to comply. If the Township determines, after receiving Complaints itself and/or receiving a record of Complaints made to Comcast in accordance with Sections 4.5 and/or 5.7(a), that there is a clear failure to comply with the telephone answering requirements above, the Township shall notify Comcast in writing that it must measure its compliance with these requirements for the next three months and report to the Township the results of such monthly average measurements.

4.2 INSTALLATIONS AND SERVICE CALLS

(a) Comcast shall maintain a staff of employees sufficient to provide adequate and prompt service to its Subscribers. Comcast shall require that any employee or agent, including any subcontractor, who personally visits any residential dwelling, shall display a photo identification badge. Any vehicle used for installation, operation or maintenance activities by any Comcast employee or agent, including any subcontractor, shall prominently display the Comcast or Xfinity logo.

(b) Standard installations will be performed within seven (7) business days after an order has been placed. "Standard" installations are those aerial installations that are located up to one hundred twenty-five (125) feet from the existing main distribution line.

(c) Upon scheduling of appointments with the Subscriber for installations, service calls and other activities, Comcast shall provide the Subscriber with either a specific time or an "appointment window" of a maximum of four (4) hours during Normal Business Hours. Comcast may schedule service calls and installation activities outside of Normal Business Hours at a time that is convenient for the Subscriber.

(d) Comcast may not cancel an appointment with a Subscriber after the close of business on the business day prior to the scheduled appointment. If, at any time, an installer or technician is running late, an attempt to contact the Subscriber must be made prior to the time of the appointment. If the appointment must be rescheduled, it must be done so at a time that is convenient for the Subscriber.

4.3 NOTICES

(a) In accordance with applicable federal law, Comcast shall provide written information to each Subscriber upon initial subscription, and at least annually to Subscribers and at any time upon request, regarding each of the following areas:

(1) Products and services offered;

(2) Prices and options for programming services and conditions of subscription to programming and other services;

(3) Channel positions of programming carried on the Cable System;

(4) Installation and service maintenance policies;

(5) Instructions on how to use the Cable Service and any converters;

(6) Billing and Subscriber complaint procedures;

(7) A notice of Subscriber privacy rights as required by federal law.

(b) In accordance with applicable law, Comcast shall notify Subscribers and the Township in writing of any changes in rates, programming services or channel positions a minimum of thirty (30) days in advance of such changes provided that such change is within the control of Comcast. Comcast shall not be required to provide prior notice to Subscribers of any rate change that is the result of a regulatory fee, Franchise Fee or any other fee, tax, assessment or charge of any kind imposed by any federal agency, the Commonwealth of Pennsylvania or the Township on the transaction between Comcast and the Subscriber. Advance notice is not required for the launch of new channels when offered on a subscription basis or added to an existing service tier at no additional cost to the customer.

(c) The written notices required by this section may be provided electronically as permitted by 47 C.F.R. § 76.1600.

4.4 BILLING

(a) Bills shall be clear, concise and understandable. Bills must be fully itemized, and shall include all applicable service tiers, equipment charges and any installation or repair charges. Bills shall state the billing period, including an effective due date, the amount of current billing and any relevant credits or past due balances.

(b) The Township hereby requests that Comcast omit the Township's name, address, and telephone number from Subscriber bills as permitted by 47 C.F.R. § 76.952.

4.5 SUBSCRIBER COMPLAINT PROCEDURES

Comcast shall establish clear written procedures for resolving all Subscriber Complaints, which shall include at least the following:

(a) Comcast shall provide the Subscriber with a written response to a written Complaint within thirty (30) days of its receipt at the local business office. Such response shall

include the results of its inquiry into the subject matter of the Complaint, its conclusions based on the inquiry, and its decision in response to the Complaint.

(b) If the Township is contacted directly about a Subscriber Complaint, it shall notify Comcast promptly and in writing. When Comcast receives such notification, Comcast shall respond in writing within the time period specified in Section 4.5(a).

(c) Any Subscriber who, in good faith, disputes all or part of any bill sent by Comcast has the option of withholding the disputed amount, without a late fee or disconnection, until Comcast has investigated the dispute in good faith and has made a determination that the amount is owed provided that:

(1) The Subscriber provides a written Complaint to Comcast in a timely fashion and includes identifying information;

(2) The Subscriber pays all undisputed charges;

(3) The Subscriber cooperates in determining the appropriateness of the charges in dispute; and

(4) It shall be within Comcast's sole discretion to determine when the dispute has been resolved.

(d) In accordance with applicable law, Comcast shall maintain Subscriber Complaint records for inspection by the affected Subscriber, which shall contain the date each Complaint is received, the name and address of the affected Subscriber, a description of the Complaint, the date of resolution of the Complaint, and a description of the resolution.

4.6 DISCONNECTION

Comcast may disconnect or terminate a Subscriber's service for cause:

(a) If at least twenty (20) days have elapsed from the due date of the bill that Subscriber has failed to pay; and

(b) If Comcast has provided at least ten (10) days' notice to the affected Subscriber prior to disconnection, specifying the effective date after which Cable Services are subject to disconnection; and

(c) If there is no pending written dispute with Comcast regarding the bill; or

(d) If at any time and without notice, Comcast determines in good faith that Subscriber has tampered with or abused Comcast's equipment or service, is engaged in theft of Cable Service or has exhibited violent or threatening behavior toward its employees.

4.7 SERVICE INTERRUPTIONS

(a) Excluding conditions beyond its control, Comcast shall begin working on a Service Interruption promptly and in no event later than twenty-four (24) hours after the Service Interruption becomes known and shall pursue to completion. Notice of a Service Interruption of a single Subscriber shall give rise to this obligation on behalf of Comcast. All other service calls not affecting public health, safety or welfare shall occur within a maximum of forty-eight (48) hours after notice to Comcast or scheduled at the convenience of the Subscriber.

(b) Excluding conditions beyond its control and in the event that there is a Service Interruption to any Subscriber for six (6) or more consecutive hours and upon receipt of a written or credible oral request, Comcast shall grant such Subscriber a pro rata credit or rebate, on a daily basis, of that portion of the service charge during the next consecutive billing cycle, or, at its option, apply such credit to any outstanding balance that is currently due.

4.8 PRIVACY

Comcast shall comply with the privacy provisions of Section 631 of the Cable Act and all other applicable federal and state privacy laws and regulations. Comcast shall at all times maintain adequate physical, technical and administrative security safeguards to ensure that personally-identifiable Subscriber information is handled and protected strictly in accordance with this policy and all applicable laws and regulations.

SECTION 5
REGULATION BY THE TOWNSHIP

5.1 RIGHT TO INSPECT AND PROTECTION OF PROPRIETARY INFORMATION

(a) The Township shall have the option, upon thirty (30) business days' written notice and during Normal Business Hours, to inspect at the notice location for Comcast specified in Section 9.3, all documents, records and other pertinent information maintained by Comcast which relate to the terms and conditions of this Agreement for the purpose of verifying compliance with the terms and conditions of this Agreement and applicable law.

(b) In addition, Comcast shall maintain for inspection by the public and the Township all records required by the FCC and as specified in 47 C.F.R. § 76.305 in the manner specified therein.

(c) Notwithstanding anything to the contrary set forth herein, all information specifically marked by Comcast as proprietary or confidential in nature and furnished to the Township or its designated representatives shall be treated as confidential by the Township so long as it is permitted to do so under applicable law. Representatives and/or agents of the Township may be requested to execute a non-disclosure agreement prior to the provision by Comcast of certain confidential information, provided such representatives and/or agents are permitted to do so under applicable law. Information and documentation marked by Comcast as proprietary or confidential shall include a brief written explanation as to its proprietary nature or confidentiality

subject to review by the Township. The Township and its officially designated representatives agree in advance to treat any such information or records which Comcast reasonably deems would provide an unfair advantage for Comcast's competitors (e.g. system design maps, engineering plans, programming contracts, etc.) as confidential so long as permitted to do so under applicable law and only to disclose it to Township employees, agents, or representatives who have a need to know or in order to enforce the provisions of this Agreement. In the event a request is made by an individual or entity not an employee, agent or representative of the Township acting in their official capacity for information related to the franchise and marked by Comcast as confidential and/or proprietary, the Township shall timely notify Comcast of such request and shall cooperate with Comcast in protecting its proprietary and confidential information to the extent permitted by applicable law. Comcast shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act, or information which is not relevant to regulation of the franchise (e.g. employee files, tax returns, etc.).

5.2 RIGHT TO CONDUCT COMPLIANCE REVIEW

Not more than twice during the term of this Agreement, the Township or its representatives may conduct a full compliance review with respect to whether Comcast has complied with the material terms and conditions of this Agreement so long as it provides Comcast with forty-five (45) days' written notice in advance of the commencement of any such review. Such notice shall specifically reference the section(s) or subsection(s) of the Agreement that is (are) under review, so that Comcast may organize the necessary records and documents for appropriate review by the Township. Within thirty (30) days of a written request, Comcast shall provide the Township with copies of records and documents related to the cable compliance review. The period for any such review shall be for not more than the sixty (60) months immediately previous to the notice. The Township shall promptly inform Comcast in accordance with Section 8.1 of any alleged non-compliance issues that result from the compliance review.

5.3 RESERVED AUTHORITY

The Township reserves the regulatory authority arising from the Cable Act and any other applicable federal or state laws or regulations. Nothing in this Agreement shall remove, restrict or reduce the Township's authority, rights and privileges it now holds, or which hereafter may be conferred upon it, including any right to exercise its police powers in the regulation and control of the use of the Public Rights-of-Way.

5.4 POLICE POWERS

Comcast's rights under this Agreement are subject to the police powers of the Township to adopt and enforce general laws and regulations necessary for the safety and welfare of the public. Such laws and regulations are separate and distinct from the terms and conditions contained in this Agreement. If the Township's exercise of the police power results in a material alteration of the terms and conditions of this Agreement, then the parties shall negotiate amendments in good faith to this Agreement to the mutual satisfaction of both parties to ameliorate the negative effects on Comcast of the material alteration.

5.5 NO LIMITATION ON TAXING OR FEE AUTHORITY

Nothing in this section or in this Agreement shall be construed to limit the authority of the Township to impose any tax, fee or assessment of general applicability. Such taxes, fees or assessments shall be in addition to Franchise Fees.

5.6 PERMITS

Comcast shall apply to the Township for all generally-applicable required permits and shall not undertake any activities in the Public Rights-of-Way subject to a permit without receipt of such permit, the issuance of which shall not be unreasonably withheld by the Township. Comcast shall not be required to obtain permits for Cable Service drops for individual Subscribers or for servicing or installation of pedestals or routine maintenance that does not disturb surface grade or impact vehicular traffic. Comcast shall pay any and all required permit fees.

5.7 REPORTING

In addition to the other reporting requirements contained in this Agreement, upon written request, Comcast shall provide the following reports to the Township:

(a) Subscriber Complaint Reports

Within thirty (30) days of a written request and no more than once per year, Comcast shall submit to the Township a report showing the number of Complaints, as defined in Section 1(g), that required a service call, originating from the Township and received during the previous 12-month reporting period, the dates they were received, summary descriptions of the Complaints, the dates the Complaints were resolved and summary descriptions of the resolutions.

In addition, and upon written request, Comcast shall provide a report containing at least the following statistical information for the previous 12-month period:

(1) Number of repair service requests received;

(2) Breakdown by type of complaint received (i.e. complete outage, snowy picture, etc.);

(3) Breakdown by cause of problem (i.e. subscriber equipment, drop/converter, system, etc.);

(4) Number of known service interruptions in excess of 30 minutes and the approximate length of time of each such interruption

(b) Government Reports

Comcast shall provide to the Township, upon written request, copies of any and all communications, reports, documents, pleadings and notifications of any kind which Comcast has

submitted to any federal, state or local regulatory agencies if such documents relate specifically to Comcast's Cable System within the Township. Comcast shall provide copies of such documents no later than thirty (30) days after their request.

SECTION 6
COMPENSATION TO THE TOWNSHIP

6.1 FRANCHISE FEES

Comcast shall pay to the Township an amount equal to five percent (5%) of the Gross Revenues derived from the operation of its Cable System to provide Cable Service in the Township. Comcast shall not deduct or otherwise credit against the Franchise Fee any tax, fee or assessment of general applicability, unless required by law. The Township may amend the Franchise Fee upon written notice to Comcast provided that the Franchise Fee may not exceed the maximum percentage permitted by law. A copy of the Resolution or Ordinance authorizing the Franchise Fee rate adjustment by the Township shall accompany such written notice. Any change in Comcast's Franchise Fee obligation contained herein shall commence within ninety (90) days from such written notice.

6.2 QUARTERLY PAYMENTS

Franchise Fee payments to the Township under this provision shall be computed at the end of each calendar quarter. Such payments shall be made within forty-five (45) days following the end of each of the first three calendar quarters and sixty (60) days after the fourth calendar quarter. Specifically, payments shall be due and payable on or before May 15 (for the first quarter), August 15 (for the second quarter), November 15 (for the third quarter), and March 1 (for the fourth quarter). In the event that any Franchise Fee payment is not made on or before the date by which it is due, then interest calculated at the then-current prime rate, as published by the Wall Street Journal, shall be added to the amount of Franchise Fee revenue due to the Township. The interest rate shall be applied as described from the date such Franchise Fee payment was originally due. No acceptance of any payment shall be construed as an accord that the amount paid is in fact the correct amount, nor shall acceptance of any payment be construed as a release of any claim the Township may have for additional sums payable under this Agreement. Upon request and if mutually agreeable, Comcast shall deposit the Franchise Fee payments electronically into an account as designated by the Township.

6.3 QUARTERLY REPORTS

Within ten (10) days of each Franchise Fee payment described in Section 6.2 above, Comcast shall provide a written report containing an accurate statement of Comcast's Gross Revenues received for Cable Services for each calendar quarter in connection with the operation of Comcast's Cable System and showing the basis for the computation of fees. Specifically, the report shall contain line items for sources of revenue received and the amount of revenue received from each source. The report shall be verified by a financial representative of Comcast.

6.4 FRANCHISE FEE REVIEW

Not more than twice during the franchise term, the Township shall have the right to conduct a Franchise Fee review or audit of Comcast's records reasonably related to the sources, amounts and computation of Gross Revenues. Any such Franchise Fee review or audit shall occur within sixty (60) months from the date the Township receives such payment, after which period any such payment shall be considered final. Within thirty (30) days of a written request, Comcast shall provide the Township with copies of financial records related to the Franchise Fee review or audit.

(a) In the event of an alleged underpayment, the Township shall provide Comcast with a written statement indicating the basis for the alleged underpayment. If the Franchise Fee review or audit reveals that there have been no underpayments, the Township shall provide written notice to Comcast indicating that no underpayments were found and that the Franchise Fee review is closed. Comcast shall have thirty (30) days from the receipt of the statement regarding an alleged underpayment to provide the Township with any written objection to the results of the Franchise Fee review, including any substantiating documentation. Based on this exchange of information, the Township shall make a final determination of the underpayment(s), if any, within thirty (30) days of Comcast's objection and shall provide Comcast with written notice of the determination. If Comcast disputes the Township's final determination, it may submit the dispute to mediation or arbitration within thirty (30) days of receiving the Township's written notice of determination. In the event that Comcast fails to submit the matter to mediation or arbitration within the required time period, the Township's final determination shall be binding on Comcast.

(b) Any Franchise Fee payment due to the Township as a result of the Franchise Fee review shall be paid to the Township by Comcast within forty-five (45) days from the date the Township notifies Comcast of its final determination, or if the matter is submitted to mediation or litigation, within forty-five (45) days from the final disposition of such action. If the Franchise Fee review shows that Franchise Fees have been underpaid, then Comcast shall pay the underpaid amount plus interest from the due date equal to the then-current prime rate of interest as published in *The Wall Street Journal* on the underpayment amount. If Franchise Fees have been underpaid by five percent (5%) or more, then Comcast shall also pay up to three thousand dollars ($3,000) of documented out-of-pocket costs of the Franchise Fee review. Any entity employed by the Township that performs an audit or franchise fee review shall not be permitted to be compensated on a success based formula, e.g. payment based upon underpayment of fees, if any.

6.5 BUNDLED SERVICES

All revenue earned from bundled services shall be allocated to Cable Service and non-Cable Service in accordance with generally accepted accounting principles (GAAP). It is understood that in some cases equipment and other non-service charges may be allocated at full retail price due to requirements related to sales taxes or similar tax requirements. To the extent such allocations are discretionary or otherwise not addressed by GAAP, allocations of revenue from such bundles shall not be structured for the purpose of evading franchise fees applicable to Cable Services.

SECTION 7
SERVICES TO THE COMMUNITY

7.1 SERVICES TO COMMUNITY FACILITIES

(a) Comcast shall provide a Cable Service drop and Basic Service with any necessary cable box to one outlet at each Public Building listed in Exhibit A. If Comcast intends to charge for the services required by this section, it will give the Township one hundred twenty (120) days' written notice of the commencement of charges. The charges shall be consistent with applicable law – as of the Effective Date, defined as the "marginal cost". Comcast shall provide to the Township in writing reasonable detail sufficient to substantiate the marginal cost and the amount due. Comcast shall arrange with the Township for invoicing or deductions from the franchise fee. Charges may include those for services and equipment, if any, at each location. Charges may include applicable fees and taxes and shall be subject to adjustment if consistent with applicable law. The Township may remove locations or change the level of Cable Service indicated on Exhibit A with thirty (30) days' written notice to Comcast. The Township may elect in writing not to receive the Cable Service, in which case it will not be invoiced and no deduction will be taken from the franchise fee.

(b) During the term of the Franchise, the Township may change a Public Building location listed in Exhibit A upon ninety (90) days' written notice to Comcast, provided that the new location is a standard installation and within one hundred twenty-five (125) feet of existing Comcast cable distribution plant.

7.2 EDUCATIONAL AND GOVERNMENTAL (EG) CHANNEL

(a) Comcast shall continue to make available to the Township the use of one (1) Educational and one (1) Governmental (collectively "EG") Access Channel in accordance with Section 611 of the Cable Act. Such EG Channels shall be used for community programming related to educational and/or governmental activities. The Township shall have complete control over the content, scheduling, administration and all other programming aspects of the EG Channels, and may delegate such functions, or a portion of such functions, to a designated access provider. Comcast shall not exercise any editorial control over EG Channel programming. Comcast shall cablecast the activated EG Channels so that they may be received by all Comcast Subscribers in the Township.

(b) To enable the Township to utilize the EG Channels, Comcast shall continue to maintain direct links, including activation equipment capable of transmitting high quality video and audio between the video origination locations and the Comcast headend such that live programming can originate from these selected locations and be distributed via the Cable System to Subscribers in the Township. These links and equipment shall be collectively known as the "Return Lines." Comcast shall determine the engineering solution necessary to allow distribution of the EG Channel programming, via the Cable System, to Subscribers in the Township.

(c) Comcast shall be responsible for maintaining the Return Lines to the origination sites of the EG Channels so long as the Township provides Comcast with access to such locations and access to the EG Channel equipment within such locations. Comcast shall provide, install and maintain in good working order the equipment and the cable necessary for transmitting the signal to the channel aggregation site for further processing and distribution to Subscribers. Comcast shall maintain the EG Channels in accordance with the same FCC technical specifications that are comparable to the specifications used to maintain commercial channels transmitted to Subscribers on the Cable system, except that it shall not be responsible for the technical signal quality of programming produced by any EG channel programmer.

(d) Any expenditure made in connection with the construction of the Return Lines shall be at the expense of the Township. The Township and Comcast further agree that all costs incurred by Comcast for supporting such EG Channels, including any and all equipment, and EG capital support grants may be designated as "costs of franchise requirements" or "external costs" as defined by the FCC and Comcast reserves its right to pass these costs through to the Subscribers pursuant to federal law.

(e) The Township or its designee shall be responsible for providing any necessary production or playback equipment and shall be responsible for securing and supervising any trained/qualified personnel who conduct the operation of the EG channels. The Township and Comcast agree to work cooperatively in implementing the EG channels through such means and in such manner as shall be mutually satisfactory.

(f) Within one hundred eighty (180) days of a written request by the Township, Comcast shall, at the Township's expense, relocate the EG origination site(s) and the associated Return Line(s) as follows: (i) Comcast's obligation shall be subject to the same terms and conditions that apply to the original EG origination site(s) in this Section; and (ii) the Township shall provide access to such site(s) at least ninety (90) days prior to anticipated use of the new EG origination site(s). The timeline for relocation of the EG origination site(s) shall be subject to the timely granting of any and all required permits, walk-out, make ready, and the detection of all underground utilities.

(g) In the event the Township or its designee does not program any EG Channel(s), Comcast may request the use of this channel(s) subject to written approval by the Township. If the Township approves Comcast's use of an EG Channel(s) and, subsequent to such approval, the Township requests the utilization of the EG Channel(s) being programmed by Comcast, Comcast shall relinquish such use no later than sixty (60) days after receipt of written notification from the Township that it requires such channel(s) for educational and/or governmental use.

(h) Comcast shall use its best efforts to maintain the channel assignments for the current EG Channels as of the Effective Date. Notwithstanding the foregoing, in the event

that Comcast deems a change in any EG Channel assignment to be necessary and changes any channel assignment in accordance with this Section, Comcast shall provide the Township thirty (30) days' advance written notice of any change in EG Channel assignments.

(i) Within one (1) year of a written request by the Township and payment of any necessary upgrade and equipment costs by the Township, Comcast shall provide all necessary equipment at the designated channel origination location(s) and at its Headend and hubs or similar distribution facilities necessary to deliver one (1) activated EG Channel in HD format to Subscribers. Comcast reserves the right to reclaim one SD EG Access Channel within twelve (12) months of the activation of the HD EG Access Channel.

(j) Comcast shall carry all components of the EG HD channel signals including, but not limited to, video, audio, stereo, closed captioning, and other elements associated with the programming. Comcast may implement HD carriage of EG Channels in any manner (including selection of compression, utilization of IP, and other processing characteristics) that produces a signal as accessible, functional, useable and of a quality equivalent from the perspective of the viewer to other HD channels of the same resolution carried on the cable system. All EG programming containing properly formatted closed captions, SAP or stereo audio shall be delivered to Subscribers in such formats.

(k) The Township acknowledges that HD programming may require special viewer equipment and subscription to advance services and that by agreeing to make EG Channels available in HD format, Comcast shall not be required to provide free HD equipment to Subscribers, the Township or the public schools, nor modify its equipment or pricing policies in any manner, except as otherwise expressly provided for in this Agreement. The Township acknowledges that not every Subscriber may be able to view HD EG Access Programming on every TV, and additional costs may be required for the reception of HD programming.

(l) Comcast may implement HD carriage of the EG Channel in any manner (including selection of compression, utilization of IP (Internet Protocol), or other processing characteristics) that produce a signal from the perspective of the viewer that is substantially equivalent to similar commercial HD channels on the Cable System.

7.3 EG CAPITAL GRANT

Comcast shall provide the Township an EG capital grant to be used in support of the production of local EG Channel programming. The Township shall ensure the use of the capital grant is consistent with federal law. The EG grant provided by Comcast shall be in the amount of $74,000. Such grant is to be paid to the Township as follows: (i) one half within ninety (90) days of the Effective Date and (ii) one-half on the fifth (5^{th}) anniversary of the Effective Date. Pursuant to federal law, such capital grant shall not be offset against Franchise Fees remitted or due to the Township. Comcast and the Township agree that the cost of such grant may be designated as a

"cost of franchise requirements" or "external cost" as defined by the FCC and Comcast reserves its right to pass these costs through to the Subscribers.

SECTION 8
ENFORCEMENT, INSURANCE AND INDEMINIFICATION

8.1 VIOLATIONS AND OPPORTUNITY TO CURE

(a) If the Township has reason to believe that Comcast violated any material provision of this Agreement, it shall notify Comcast in writing of the nature of such violation and the section(s) of this Agreement that it believes has been violated and the details relating thereto. The person providing such notice shall do so pursuant to the requisite authority of the Township.

(b) Comcast shall have forty-five (45) days to cure such violation after written notice is received by taking reasonable steps to comply with the terms of this Agreement. If the nature of the violation is such that it cannot be fully cured within forty-five (45) days, the period of time in which Comcast must cure the violation shall be extended by the Township in writing for such additional time necessary to complete the cure, provided that Comcast shall have promptly commenced to cure and is taking reasonable steps to complete the cure in the reasonable judgment of the Township.

(c) If the violation has not been cured within the time period allowed under Section 8.1(b) and, in the Township's judgment, Comcast has not taken reasonable steps to cure the violation, then the Township may deem that Comcast is liable for liquidated damages and/or any other right or remedy in accordance with this Section 8.

8.2 LIQUIDATED DAMAGES

(a) Because Comcast's failure to comply with the material terms of this Agreement may result in harm to the Township and because it will be difficult to measure the extent of such injury, the Township may assess liquidated damages against Comcast in the amount of Two Hundred Fifty Dollars ($250.00) per day for each day the violation continues, provided Comcast has had an opportunity to cure in accordance with Section 8.1(b). Such damages shall not be a substitute for specific performance by Comcast but shall be in addition to such specific performance.

(b) The first day for which liquidated damages may be assessed, if there has been no cure after the end of the applicable cure period, shall be the day after the end of the applicable cure period, including any extension of the cure period granted by the Township. Liquidated damages may not be assessed for a time period exceeding one hundred twenty (120) days per violation. The Township may commence revocation proceedings and/or initiate an action in law or equity in a court of competent jurisdiction after the assessment of liquidated damages or in lieu of liquidated damages. With respect to liquidated damages assessed, all similar violations or failures resulting from the same factual events affecting multiple Subscribers shall be assessed as a single violation.

8.3 REVOCATION

(a) In addition to the other rights, powers and remedies retained by the Township under this Agreement, the Township reserves the separate and distinct right to revoke this Franchise if:

(1) It is demonstrated that Comcast practiced any fraud or deceit upon the Township in the operation of its Cable System or any other activities pursuant to this Agreement;

(2) Comcast repeatedly fails, after notice and opportunity to cure, to maintain signal quality pursuant to the standards provided for by the FCC or the technical requirements set forth in Section 3.1;

(3) Comcast repeatedly violates, after notice and opportunity to cure, one or more of the material terms or conditions of this Agreement;

(b) The foregoing shall not constitute a violation of a material term or condition if the violation occurs without the fault of Comcast or occurs as a result of circumstances beyond its control or by reason of Force Majeure as defined in Section 9.1. Comcast shall not be excused from the performance of any of its obligations under this Franchise by mere economic hardship or by the misfeasance or malfeasance of its directors, officers or employees.

(c) A revocation shall be declared only by a written decision of the Board of Commissioners after an appropriate public hearing that shall afford Comcast due process and full opportunity to be heard. This shall include the ability to introduce evidence, to question witnesses and to respond to any notice of grounds to terminate in accordance with the standards of a fair hearing applicable to administrative hearings in the Commonwealth of Pennsylvania. All notice requirements shall be met by providing Comcast at least thirty (30) days' prior written notice (via certified mail-return receipt requested) of any public hearing concerning the proposed revocation of this franchise. Such notice shall state the grounds for revocation. The Township, after a public hearing and upon finding the existence of grounds for revocation, may either declare this franchise terminated or excuse such grounds upon a showing by Comcast of mitigating circumstances or good cause for the existence of such grounds. The Township shall issue such declaration and finding within thirty (30) days in a written decision which shall be sent via certified or overnight mail to Comcast. If Comcast appeals such determination to an appropriate court, the revocation shall be stayed.

8.4 PERFORMANCE BOND

(a) Comcast shall obtain and maintain, throughout the term of this Agreement, at its sole cost and expense, a performance bond with a surety company licensed to do business in the Commonwealth of Pennsylvania to ensure Comcast's faithful performance of its obligations. The performance bond shall provide that the Township may recover from the principal and surety any and all liquidated damages and/or compensatory damages incurred by the Township for Comcast's violations of this Agreement, after notice and opportunity to cure, in accordance with Sections 8.1 and 8.2.

(b) The performance bond shall be in the amount of Twenty-Five Thousand Dollars ($25,000). Comcast shall not reduce, cancel or materially change said bond from the requirement contained herein without the express prior written permission of the Township.

8.5 INSURANCE

(a) Comcast shall obtain and maintain, in full force and effect, at its sole cost and expense, during the Franchise term, the following minimum insurance coverage with an insurance company that is authorized to conduct business in Pennsylvania and which has an A.M. Best rating (or equivalent) no less than A-minus VII, indemnifying the Township from and against any and all claims for injury or damage to persons or property, both real and personal, caused by the construction, installation, reconstruction, operation, maintenance or removal of the Cable system by Comcast or any of its contractors, subcontractors, agents or employees in the following amounts:

(1) The amount of such insurance against liability for damage to property shall be no less than One Million Dollars ($1,000,000) as to any one (1) occurrence.

(2) The amount of such insurance against liability for injury or death to any person shall be no less than One Million Dollars ($1,000,000).

(3) The amount of such insurance for excess liability shall be Three Million Dollars ($3,000,000) in umbrella form.

(4) The amount of such insurance against all claims arising out of the operation of motor vehicles shall be One Million Dollars ($1,000,000) combined single limit per occurrence.

(b) The Township, its officials and employees, shall be designated as additional insureds under each of the insurance policies required in this Section 8.5.

(c) Comcast shall not cancel any required insurance policy without obtaining alternative insurance in conformance with this Section 8.5 and without submitting insurance certificates to the Township verifying that Comcast has obtained such alternative insurance. Comcast shall provide the Township with at least thirty (30) days' prior written notice in the event the policies are cancelled or not renewed.

(d) Comcast shall deliver to the Township Certificates of Insurance showing evidence of the required coverage within thirty (30) days of a written request by the Township.

8.6 INDEMNIFICATION

Comcast shall indemnify, defend, save and hold harmless the Township, its elected and appointed officials, officers, agents and employees acting in their official capacities, from claims for injury, loss, liability, cost or expense arising in whole or in part from, caused by or connected with any act or omission of Comcast, its officers, agents, contractors, subcontractors or employees,

arising out of, but not limited to, the construction, installation, upgrade, reconstruction, operation, maintenance or removal of the Cable System. The Township shall give Comcast timely written notice of its obligation to indemnify and defend the Township. The obligation to indemnify, defend, save and hold the Township harmless shall include, but not be limited to, the obligation to pay judgments, injuries, liabilities, damages, penalties, and reasonable attorneys' fees. If the Township determines that it is necessary for it to employ separate counsel, in addition to that provided by Comcast, the cost for such separate counsel shall be the responsibility of the Township. Comcast shall not indemnify the Township for any claims resulting from acts of willful misconduct or negligence on the part of the Township.

SECTION 9
MISCELLANEOUS

9.1 FORCE MAJEURE

If for any reason of Force Majeure, Comcast is unable in whole or in part to carry out its obligations hereunder, Comcast shall not be deemed in violation of this Agreement during the continuance of such inability. Upon written (including electronic) request by the Township, Comcast shall inform the Township within thirty (30) days of receipt of the request whether or not Comcast has determined that a condition of Force Majeure exists.

9.2 REMOVAL OF SYSTEM

(a) Upon lawful termination or revocation of this Agreement, Comcast shall remove its supporting structures, poles, transmissions and distribution systems and other appurtenances from the streets, ways, lanes, alleys, parkways, bridges, highways, and other public and private places in, over, under, or along which they are installed and shall reasonably restore the areas to their original condition. If such removal is not completed within six (6) months of such lawful termination or revocation, the Township or property owner may deem any property not removed as having been abandoned and the Township may remove it at Comcast's cost.

(b) During the term of the Agreement, if Comcast decides to abandon or no longer use all or part of its Cable System, it shall give the Township written notice of its intent at least ninety (90) days prior to the announcement of such decision, which notice shall describe the property and its location. Upon Comcast's abandonment of the Cable System, the Township shall have the right to either require Comcast to remove the property, remove the property itself and charge Comcast with the reasonable costs related thereto.

(c) Notwithstanding the above, Comcast shall not be required to remove its Cable System, or to relocate the Cable System, or to sell the Cable System, or any portion thereof as a result of revocation, denial of renewal, or any other lawful action to forbid or disallow Comcast from providing Cable Services, if the Cable System is actively being used to facilitate any other services not governed by the Cable Act.

9.3 NOTICES

Every notice or payment to be served upon or made to the Township shall be either by hand delivery or first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service or electronic mail and addressed to:

Abington Township
1176 Old York Road
Abington, PA 19001
Attention: Township Manager

The Township may specify any change of address in writing to Comcast. Every notice to be served upon or made to Comcast shall be either by hand delivery or first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service or electronic mail and addressed to:

Comcast Cable Communications Management, LLC
55 Industrial Drive
Ivyland, PA 18974
Attention: VP, Government Affairs Department

With copies to:

One Comcast Center
1701 John F. Kennedy Boulevard
Philadelphia, PA 19103-2838
Attention: Legal Department/Franchise

AND

Comcast
Northeast Division
676 Island Pond Road
Manchester, NH 03109
Attention: Government Affairs Department

Comcast may specify any changes of address in writing to the Township. Each delivery to Comcast or the Township shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt.

9.4 EQUAL EMPLOYMENT OPPORTUNITY

Comcast is an equal opportunity employer and shall comply with all applicable federal and state laws and regulations regarding equal opportunity employment.

9.5 CAPTIONS

The captions for sections throughout this Agreement are intended solely to facilitate reading and reference to the sections and provisions of this Agreement. Such captions shall not affect the meaning or interpretation of this Agreement.

9.6 GOVERNING LAW; VENUE

This Agreement shall be governed and construed by and in accordance with the laws of the Commonwealth of Pennsylvania. If suit is brought by a party to this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of Pennsylvania, Montgomery County or in the United States District Court for the Eastern District of Pennsylvania.

9.7 TRANSFER, ASSIGNMENT OR CHANGE IN CONTROL

(a) Neither Comcast nor its parent nor any Affiliated Entity shall transfer, assign or otherwise encumber, through its own action or by operation of law, its right, title or interest in the Cable System or in this Agreement without the prior written consent of the Township, provided that such consent shall not be unreasonably withheld.

(b) Neither Comcast nor its parent nor any Affiliated Entity shall change, transfer or assign, through its own action or by operation of law, its control of the Cable System or of this Agreement without the prior written consent of the Township, provided that such consent shall not be unreasonably withheld.

(c) Neither Comcast nor its parent nor any Affiliated Entity shall sell, convey, transfer, exchange or release fifty-one percent (51%) or more of its direct ownership in the Cable System without the prior written consent of the Township, provided that such consent shall not be unreasonably withheld.

(d) No such consent shall be required for (i) a transfer in trust, by mortgage, hypothecation, or by assignment to a financial institution of any rights, title or interest of Comcast in the Franchise or in the Cable System in order to secure indebtedness; or (ii) a transfer to an entity owned and/or controlled by Comcast.

(e) Comcast shall make written application to the Township of any transfer, assignment or change in control as described above and shall provide all information required by FCC Form 394 and any other applicable federal, state, and local statutes and regulations regarding transfer or assignment. The Township shall have thirty (30) days from the receipt of FCC Form 394 to notify Comcast of any additional information it needs to make an informed decision on the transfer or assignment. The Township shall have one hundred twenty (120) days from the receipt of all required information to take action on the transfer or assignment.

(f) Any consent by the Township for any transfer or assignment described above shall not be effective until the proposed transferee or assignee shall have executed a legally binding document stating that it shall be bound by all the terms and conditions contained in this Agreement.

9.8 ENTIRE AGREEMENT

This written instrument contains the entire agreement between the parties, supersedes all prior agreements or proposals whether written or oral except as specifically incorporated herein, and cannot be changed without written amendment approved by both the Township and Comcast. This Agreement supersedes all prior cable franchise agreements or cable ordinances, or parts of cable franchise agreements or cable ordinances, agreements, representations or understandings, whether written or oral, of the parties regarding the subject matter hereof that are in conflict with the provisions herein.

9.9 SEPARABILITY

If any section, provision or clause of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, or is pre-empted by federal or state laws or regulations, such section, provision or clause shall be deemed to be separable from the remaining portions of this Agreement and shall not affect the legality, validity or enforceability of the remaining portions of this Agreement.

9.10 NO WAIVER OF RIGHTS

No course of dealing between the Township and Comcast, nor any delay on the part of the Township in exercising any rights hereunder, shall operate as a waiver of any such rights of the Township or acquiescence in the actions of Comcast in contravention of such rights, except to the extent expressly waived by the Township.

No course of dealing between Comcast and the Township, nor any delay on the part of Comcast in exercising any rights hereunder, shall operate as a waiver of any such rights of Comcast or acquiescence in the actions of the Township in contravention of such rights, except to the extent expressly waived by Comcast.

9.11 CHANGE OF LAW

In the event there is a change in a federal or state statute or regulation applicable to the Cable System or to this Agreement, the Township or Comcast may notify the other party of its desire to amend this Agreement in order to comply with the change in statute or regulation. The Township and Comcast shall amend this Agreement to comply with such change in statute or regulation provided such amendment is approved by the Township and Comcast.

9.12 COMPLIANCE WITH LAWS

Comcast shall comply with all federal, state and generally applicable local laws and regulations.

9.13 NO THIRD-PARTY BENEFICIARIES

Nothing in this Agreement is or was intended to confer third-party beneficiary status on any person other than the parties to this Agreement to enforce the terms of this Agreement.

9.14 APPLICABILITY OF AGREEMENT

All the provisions in this Agreement shall bind Comcast, the Township and their respective successors and assigns. This Agreement is authorized by Resolution No._____ dated _____, 2024 of the Township Board of Commissioners.

WITNESS our hands and official seals to this Cable Franchise Agreement.

Abington Township

By: _____

Name: _____

Title: _____

Date: _____

Comcast Cable Communications Management, LLC

By: _____

Name: Daniel Bonelli

Title: Senior Vice President – Freedom Region

Date: _____

EXHIBIT A
LOCATIONS FOR CABLE TELEVISION SERVICE

SCHOOL,ABINGTON	970 HIGHLAND AVE	ABINGTON	PA	19001
FIRE,WELDON	412 N EASTON RD UNIT RESI	GLENSIDE	PA	19038
COMM CENTER,ARDSLEY	2828 SPEAR AVE	GLENSIDE	PA	19038
SCHOOL,LADY OF CONFIDENCE	314 N EASTON RD	WILLOW GROVE	PA	19090
TOWNSHIP,ABINGTON	1100 HUNTINGDON RD	ABINGTON	PA	19001
FIRE,ROSLYN	1128 BRADFIELD RD	ABINGTON	PA	19001
SCHOOL,EAST RYDAL ELEM	1160 HUNTINGDON PIKE	HUNTINGDON VALLEY	PA	19006
SCHOOL,WILLOW HILL	1700 COOLIDGE AVE	WILLOW GROVE	PA	19090
SCHOOL,ST LUKE	2336 FAIRHILL AVE	GLENSIDE	PA	19038
TOWNSHIP,GERHARDS INC	290 N KESWICK AVE	GLENSIDE	PA	19038
SCHOOL ,ROSLYN PA	2556 SUSQUEHANNA RD	ABINGTON	PA	19001
POLICE,ABINGTON	1166 YORK RD	ABINGTON	PA	19001
FIRE,ABINGTON TRAINING	2200 FLOREY LN	ABINGTON	PA	19001
PARKS/REC,ABINGTON	FOX CHASE RD	MEADOWBROOK	PA	19046
FIRE,EDGE HILL	2843 N LIMEKILN PIKE	GLENSIDE	PA	19038
PUBLIC WORKS,HIGHWAY	2211 FLOREY LN	ABINGTON	PA	19001
FIRE ,ABINGTON	1920 HORACE AVE	ABINGTON	PA	19001
LIBRARY,ABINGTON	1030 YORK RD	ABINGTON	PA	19001
COMM CENTER,ROSLYN	2818 HAMMOND PL	ABINGTON	PA	19001
TOWNSHIP,UPPER MORELAND	117 PARK AVE OFC RESI	WILLOW GROVE	PA	19090
SCHOOL,OVERLOOK	1750 EDGE HILL RD	ABINGTON	PA	19001
POLICE,ABINGTON	1166 OLD YORK RD	ABINGTON	PA	19001
TOWNSHIP,ABINGTON	1176 OLD YORK RD	ABINGTON	PA	19001
SCHOOL,SAINT HILARY	920 SUSQUEHANNA RD	MEADOWBROOK	PA	19046
EMS/RESCUE,2ND ALARMERS	876 JENKINTOWN RD	ELKINS PARK	PA	19027
TOWNSHIP,BRIAR BUSH NATURE	1212 EDGE HILL RD	ABINGTON	PA	19001
TOWNSHIP,ABINGTON	YORK & HORACE	ABINGTON	PA	19001

Thomas Hecker, *Board President*
Matthew Vahey, *Board Vice President*
Richard J. Manfredi, *Township Manager*

TOWNSHIP OF ABINGTON

RESOLUTION NO. 24-031

RESOLUTION OF THE TOWNSHIP OF ABINGTON AUTHORIZING EXECUTION OF A CABLE FRANCHISE AGREEMENT BETWEEN THE TOWNSHIP AND COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC

WHEREAS, pursuant to Title VI of the Communications Act, the regulations of the Federal Communications Commission ("FCC") and Pennsylvania law, the Township is authorized to grant and renew franchises to construct, operate and maintain a Cable System utilizing Public Rights-of-Way and properties within the Township's jurisdiction; and

WHEREAS, Comcast currently holds a cable franchise previously granted by the Township; and

WHEREAS, Comcast has requested that the Township renew Comcast's franchise to maintain, construct, operate, and maintain its Cable System over, under and along the aforesaid rights-of-ways for use by the Township's residents; and

WHEREAS, the aforesaid Public Rights-of-Way used by Comcast are public properties acquired and maintained by the Township on behalf of the citizens of the Township, and the right to use said rights-of-way is a valuable property right; and

WHEREAS, the Township desires to protect and manage the aforesaid rights-of-way, establish standards of Subscriber service, maintain a technologically advanced Cable System, receive Franchise Fees for Comcast's use of the Township's public rights-of-ways as provided by federal law, obtain the use of an educational and governmental channel, establish certain reporting requirements, provide legal protections for the Township, and meet the current and future cable-related needs of its residents; and

WHEREAS, the Township has determined that this Agreement and the process for consideration of this Agreement complies with all applicable federal, state and local laws and regulations; and

WHEREAS, the Township has determined that Comcast has the financial, legal and technical ability to provide Cable Services to Subscribers located in the Township;

NOW THEREFORE, **BE IT RESOLVED** that the Township Board of Commissioners does hereby approve the cable franchise agreement negotiated with Comcast, including all of the terms and

conditions contained therein, and does hereby authorize the execution of such agreement.

RESOLVED this ____ day of _____, 2024.

ATTEST: TOWNSHIP OF ABINGTON

Richard J. Manfredi,
Township Manager

Thomas Hecker,
President, Board of Commissioners

BOARD OF COMMISSIONERS REGULAR PUBLIC MEETING

AGENDA ITEM

August 8, 2024	FC-01-080824	FISCAL IMPACT
DATE	*AGENDA ITEM NUMBER*	Cost > $10,000
		Yes ☐ No ☐
Finance		PUBLIC BID REQUIRED
DEPARTMENT		Cost > $20,100
		Yes ☐ No ☐

AGENDA ITEM:

Expenditures Salaries & Wages for June 2024

EXECUTIVE SUMMARY:

N/A

PREVIOUS BOARD ACTIONS:

N/A

RECOMMENDED BOARD ACTIONS:

Motion to approve the June 2024 expenditures in the amount of $3,699,845.78and salaries and wages in the amount of $2,378,065.70 and authorizing the proper officials to sign and approve invoices and supporting documentation in payment of bills and contracts as they mature through the month of

September 2024. (Click here to view supporting information for expenditures in June 2024)

(Motion & Roll Call)