

**UPPER MORELAND TOWNSHIP**  
**Regular Meeting**  
**March 3, 2025 at 7:00 p.m.**

***AGENDA ITEMS ARE SUBJECT TO CHANGE***

**INSTRUCTIONS TO JOIN:**

<b>Go to Zoom.us:</b> Click "Join a Meeting"	<b>Webinar ID:</b> 917 5771 7982	<b>Password:</b> 182130
<b>Join by Phone:</b> Dial 1-929-205-6099	<b>Webinar ID:</b> 917 5771 7982	<b>Password:</b> 182130

*\*\*Residents requiring special accommodations:  
please call the Township during normal business hours at 215-659-3100 x1058 or x1057\*\**

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- I. **Call Meeting to Order**
- II. **Moment of Silent Meditation/Pledge of Allegiance**
- III. **Roll Call**
- IV. **Presentations:**
  - a. **Motion to approve** Officer Joseph Staufenberg an honorable discharge from the Upper Moreland Township Police Department effective February 28, 2025.

**REGULAR MEETING**

- V. **Public Comments** – Non-Agenda Items Only
- VI. **Treasurer's Activity Report** – February 2025 (attachment) – This report will be provided on the dais.
- VII. **Approval of Meeting Minutes** – February 3, 2025 (attachment)
- VIII. **Committee Recommendations:**
  - A. **Community Development Committee – February 10, 2025** – The Committee recommends the Board of Commissioners take action on the following:
    - 1. Code Enforcement
    - 2. Land Development/Subdivision Applications
    - 3. Zoning Hearing Board Meeting – March 13, 2025 (attachment)
    - 4. Other Items:
      - a. **Motion to approve** Authorization of Bid Advertisement for Route 611/263 Traffic Signal Upgrades in Upper Moreland Township (attachment)
  - B. **Public Health & Safety Committee – February 24, 2025** – The Committee does not have any recommendations for the Board of Commissioners.
  - C. **Finance & Administrative Committee – February 24, 2025** – The Committee recommends the Board of Commissioners take action on the following:
    - 1. Appointments/Reappointments:

UPPER MORELAND TOWNSHIP

Regular Meeting

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a. The appointment of **Kent Nelson** on the **Upper Moreland Hatboro Joint Sewer Authority** to fill a vacancy left by Henry Sokolowski and serve a new five-year term that will expire on December 31, 2029.

2. List of Bills Payable (attachment) – The Committee recommends the approval of:

General Funds Checks:

Beginning Check No.: 143532  
Ending Check No.: 143758

General:	\$ 807,368.65
Debt:	\$ 97,831.08
Capital:	\$ -----
Total:	\$ 905,199.73
Voids:	0

Escrow Fund Checks:

Beginning Check No.: 9875  
Ending Check No.: 9883

Total:	\$ 9,063.00
Voids:	0

Liquid Fuel Fund Checks:

Beginning Check No.: 3176  
Ending Check No.: 3180

Total:	\$ 62,469.12
Voids:	0

3. Other Items:

- a. **Motion to approve** Tax Assessment Appeal between the Township, the School District of Upper Moreland and the tax payer, Stephen and Beth Stonehouse, for the property located at 2255 Pioneer Road. (attachment)
- b. **Motion to approve** the architecture firm for the Township Building Renovations. (attachment)

4. New Business

D. **Parks & Recreation Committee – February 24, 2025** – The Committee recommends the Board of Commissioners take action on the following:

1. **Motion to approve** the Township Solicitor to work with SEPTA's Solicitor for the SEPTA Train Station Relocation (attachments)
2. **Motion to approve** the project for Bonnet Lane Utility Pole Relocation (attachments)
3. **Motion to approve Resolution R-2025-6** - Montco Grant Resolution R-2025-6 for Power

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    Line Trail (attachments)

4. **Motion to approve Resolution R-2025-7 - DCNR Grant Resolution R-2025-7 for Power Line Trail (attachments)**

**IX. Commissioner Comments:**

**A. Upcoming Township Meetings (based on Township calendar):**

<b>Date</b>	<b>Subject</b>	<b>Location</b>	<b>Time</b>
3/10/2025	Community Development Committee	Council Room	7 pm
3/11/2025	Shade Tree Commission Parks and Recreation Advisory Council	Council Room	7 pm
3/13/2025	Zoning Hearing Board	Council Room	7 pm
3/17/2025	Public Health & Safety Committee Finance & Administrative Committee Parks and Recreation Committee	Council Room	7 pm
3/20/2025	Advisory Planning Agency	Council Room	5 pm
3/26/2025	Democratic Committee	Council Room	7 pm
4/1/2025	Historical Commission	Council Room	7 pm
4/2/2025	Environmental Advisory Council	Caucus Room	7 pm
4/7/2025	Regular Meeting of the Board of Commissioners	Council Room	7 pm
4/9/2025	Citizens Police Academy	Council Room	5:30 pm
4/10/2025	Zoning Hearing Board	Council Room	7 pm

**X. Adjournment**

**Upper Moreland Township  
Board of Commissioners - Regular Meeting  
February 3, 2025 Meeting Minutes**

**Board of Commissioners Members:** Commissioner and President, Clifton "Kip" McFatridge; Commissioner and Vice President Cheryl Lockard; Commissioners Anthony Benvenutti, Demond Mullen, Benjamin Olszewski, Nicholas O. Scull, Charles M. Whiting.

- I. **Call to Order:** The Regular Meeting of the Board of Commissioners of Upper Moreland Township was called to order by Commissioner and Board President Clifton "Kip" McFatridge.
- II. **Moment of Silent Meditation/Pledge of Allegiance**
- III. **Roll Call:** Commissioner and Board President McFatridge, Commissioner and Board Vice President Lockard, Commissioners Olszewski, Benvenutti, Mullen, Scull, and Whiting. Also present were Patrick T. Stasio, Township Manager, and Sean Kilkenny, Township Solicitor.
- IV. **Announcements:**  
Mr. Stasio introduced and welcomed Tina Simone as the new Executive Assistant to the Township Manager.
- V. **Presentations:**
  - a. Motion to grant Officer Thomas Leahy an honorable discharge from the Upper Moreland Township Police Department effective January 31, 2025:
    - Commissioner Lockard read and presented Officer Leahy with a Proclamation and Commissioner McFatridge extended thanks and congratulations on behalf of the Board of Commissioners.

**REGULAR MEETING**

- VI. **Public Comments – Non-Agenda Items Only:**
- VII. **Treasurer's Activity Report – January 2025:**
  - Commissioner Lockard motioned, seconded by Commissioner Mullen and the Board of Commissioners approved by a vote of 7-0.
- VIII. **Approval of Minutes – January 6, 2025 Regular Meeting:**
  - Commissioner Lockard motioned, seconded by Commissioner Olszewski and the Board of Commissioners approved by a vote of 7-0.
- IX. **Committee Recommendations:**
  - A. **Community Development Committee – January 13, 2025** - The Committee recommends the Board of Commissioners approve the following items:
    1. Code Enforcement – Nothing to report.
    2. Land Development/Subdivision Applications – Nothing to report.
    3. List of Upcoming Zoning Hearing Board Applications – February 13, 2025:
      - a. **Motion to authorize** the Township Solicitor to attend the February 13, 2025 Zoning Board Meeting to represent Upper Moreland Township:

Upper Moreland Township  
Board of Commissioners - Regular Meeting  
February 3, 2025 Meeting Minutes

- Commissioner McFatridge summarized issues about an application for a trailer office at 1740 County Line Road and an application for a food trailer at HomeDepot.
- Commissioner Mullen motioned, seconded by Commissioner McFatridge and the Board of Commissioners approved by a vote of 7-0.

4. Other Items:

- a. **Motion to approve** Authorization to approve Advertisement of Ordinance #XX – Helen Street Abandonment:
  - Commissioner Mullen motioned, seconded by Commissioner McFatridge and the Board of Commissioner's approved by a vote of 7-0.
- b. **Motion to approve** Downtown Parking Lot Improvements:
  - Commissioner Mullen motioned, seconded by Commissioner McFatridge and the Board of Commissioner's approved by a vote of 7-0.

**B. Public Health & Safety Committee:**

- a. **Motion to approve** - Waiving of the permit fees for renovations at Fire Station:
  - Commissioner Whiting motioned, seconded by Commissioner Lockard and the Board of Commissioners approved by a vote of 7-0.

**C. Finance & Administrative Committee – January 27, 2025** – The Committee recommends the Board of Commissioners take action on the following:

1. Appointments/Reappointments:
  - a. The reappointment of **Bonnie MacDonald** on the Historical Commission to serve a new three-year term to expire on December 31, 2027.
  - b. The reappointment of **Udo Maron** on the Historical Commission to serve a new three-year term to expire on December 31, 2027.
  - c. The reappointment of **Steven Worthington** on the Historical Commission to serve a new three-year term to expire on December 31, 2027.
  - d. The reappointment of **Kelley Hynes** on the Human Relations Commission to serve a new three-year term to expire on December 31, 2027.
  - e. The appointment of **Margaret Holscher** on the Parks and Recreation Advisory Council to fill the **Ward 2** vacancy left by John Knauss and serve a two-year term that will expire on August 4, 2026.
  - f. The reappointment of **Dean Swedberg** as a **Ward 5** representative on the Parks and Recreation Advisory Council to serve a new two-year term to expire on December 31, 2026.
  - g. The appointment of **Mark Rosenbaum** as a **Ward 7** representative on the Parks and Recreation Advisory Council to fill the vacancy left by Michael Cavanaugh to serve a two-year term to expire on December 31, 2026.
  - h. The reappointment of **James Morrison** on the Environmental Advisory Council to serve a new three-year term to expire on January 4, 2028.
  - i. The reappointment of **Karl Pfizenmayer** on the Environmental Advisory Council to serve a new three-year term to expire on January 4, 2028.
- Commissioner Olszewski motioned, seconded by Commissioner Lockard and the Board of Commissioners approved the above appointments and reappointments by a vote of 7-0.

j. The appointment by **Resolution R-2025-3** of John D. Bates as a voting delegate and Patrick T. Stasio as an alternate delegate, on the Tax Collection Committee (TCC):

Upper Moreland Township  
Board of Commissioners - Regular Meeting  
February 3, 2025 Meeting Minutes

- Commissioner Olszewski motioned, seconded by Commissioner Lockard and the Board of Commissioners approved by a vote of 7-0.
- 2. List of Bills Payable:
  - Commissioner Olszewski motioned, seconded by Commissioner Lockard and the Board of Commissioners approved the above appointments and reappointments by a vote of 7-0.
- 3. Other Items:
  - a. **Motion to approve** and award bid for the Maryland Road Culvert Improvement Project:
    - Commissioner Olszewski motioned, seconded by Commissioner Lockard and the Board of Commissioners approved by a vote of 7-0.
  - b. **Motion to approve** request to the Pennsylvania Municipal League for advocacy regarding the Pennsylvania Public Utility Commission's One Call System's regulations:
    - Commissioner Olszewski motioned, seconded by Commissioner Lockard and the Board of Commissioners approved by a vote of 7-0.
  - c. **Motion to approve Resolution R-2025-4** setting application fees for permits to conduct special events:
    - Commissioner Olszewski motioned, seconded by Commissioner Lockard and the Board of Commissioners approved by a vote of 7-0.
  - d. **Motion to approve Resolution R-2025-5** authorization of signers on TD Bank as a depository for the Township:
    - Commissioner Olszewski motioned, seconded by Commissioner Lockard and the Board of Commissioners approved by a vote of 7-0.
  - e. **Motion to approve** Tax Assessment Appeal between the Township, the School District of Upper Moreland and the tax payer, The Gardens at Willow Grove, LLC, for the property located at 409 Easton Road:
    - Commissioner Olszewski motioned, seconded by Commissioner Lockard and the Board of Commissioners approved by a vote of 7-0.
  - f. **Motion to approve** Tax Assessment Appeal between the Township, the School District of Upper Moreland and the tax payer, Barbara A. Jacquelin, for the property located at 705 Easton Road:
    - Commissioner Olszewski motioned, seconded by Commissioner Lockard and the Board of Commissioners approved by a vote of 7-0.
  - g. **Motion to approve** Tax Assessment Appeal between the Township, the School District of Upper Moreland and the tax payer, Barbara A. Jacquelin, for the property located at 709 Easton Road
    - Commissioner Olszewski motioned, seconded by Commissioner Lockard and the Board of Commissioners approved by a vote of 7-0.
- 4. New Business – Nothing to report.
- D. **Parks and Recreation Committee – January 27, 2025** - The Committee recommends the Board of Commissioners approve the following items:
  1. **Motion to approve** Montgomery Co 2040 Grant Application – Powerline and DCNR Trails Grants:

**Upper Moreland Township  
Board of Commissioners - Regular Meeting  
February 3, 2025 Meeting Minutes**

- Commissioner Benvenutti motioned, seconded by Commissioner Lockard and the Board of Commissioners approved by a vote of 7-0.

**IX. Commissioner Comments:**

**A. Upcoming Township Meetings (based on Township calendar):**

<b>Date</b>	<b>Subject</b>	<b>Location</b>	<b>Time</b>
January 7	Historical Commission	Library Community Room	7:00 PM
January 8	Environmental Advisory Council	Township Building – Caucus RM	7:00 PM
January 9	Zoning Hearing Board	Township Building – Council RM	7:00 PM
January 13	Community Development Committee	Township Building – Council RM	7:00 PM
January 14	Parks & Recreation Advisory Council	Township Building – Council RM	7:00 PM
January 16	Advisory Planning Agency	Township Building – Council RM	5:00 PM
January 20	<b>Township Building Closed – Holiday - Martin Luther King, Jr. Birthday Observance</b>		
January 22	Democratic Committee	Township Building – Council RM	7:00 PM
January 27	Committee Meetings of: Public Health and Safety Finance & Administrative Parks and Recreation	Township Building – Council RM	7:00 PM
January 28	Historical Association	Township Building – Council RM	7:00 PM
February 3	Regular Meeting of the Board of Commissioners	Township Building – Council RM	7:00 PM
February 4	Historical Commission	Library Community Room	7:00 PM
February 5	Environmental Advisory Council	Township Building – Caucus RM	7:00 PM

**X. Commissioner Comments:**

- Commissioner McFatridge wished Officer Leahy a happy retirement.
- Commissioner McFatridge expressed thanks for moving forward with the Downtown parking lot improvements project.

**XI. Visitor Comments** – Nothing to report.

**XII. Adjournment:** There being no further business to discuss, the meeting was adjourned at 7:22 p.m.

Respectfully submitted by Kathleen Kristire.

NOTICE IS HEREBY GIVEN THAT THE ZONING HEARING BOARD OF UPPER MORELAND TOWNSHIP WILL HOLD A PUBLIC HEARING ON THURSDAY, MARCH 13, 2025 AT 7:00 PM AT THE MUNICIPAL BUILDING, 117 PARK AVENUE, WILLOW GROVE, PA. ALL AFFECTED OR INTERESTED PARTIES ARE INVITED TO ATTEND AND OFFER TESTIMONY. A COMPLETE COPY OF THE PETITION TO THE ZONING HEARING BOARD IS AVAILABLE FOR PUBLIC INSPECTION AT THE CODE ENFORCEMENT OFFICE DURING NORMAL BUSINESS HOURS.

**P.H. #25-8(3)**

Petition of Renires Melgar for property located at 9 Lawnton Road, Willow Grove, PA 19090. Applicant seeks a variance from the Upper Moreland Township Code Chapter 350 Art. X, Sec. 350-55 (Dimensional Regulations) to increase the existing non-conforming impervious surface ratio of 47% as granted by the Upper Moreland Zoning Hearing Board (hearing P.H. # 06-13(2) of 5-11-2006, by 53 square feet or 1%, in order to install a basement exit stairway along the side of his home. Property located in the R-4 Zoning District.

Paul E. Purtell, Zoning Officer

Elda Maggeo, Secretary

February 27, 2025 and March 6, 2025

Montgomery County Record

Proof of Publications

# TOWNSHIP OF UPPER MORELAND

*Montgomery County, Pennsylvania*

117 Park Avenue, Willow Grove, PA 19090-3215  
Telephone (215) 659-3100 / Fax (215) 659-7363

## COMMISSIONERS

KIP McFATRIDGE  
*President*  
CHERYL LOCKARD  
*Vice President*  
ANTHONY BENVENUTTI  
DEMOND MULLEN  
BENJAMIN W. OLSZEWSKI  
NICHOLAS O. SCULL  
CHARLES M. WHITING



## OFFICIALS

PATRICK T. STASIO  
*Township Manager*  
JOHN D. BATES  
*Assistant Township Manager/  
Director of Finance*  
ALEX H. LEVY  
*Township Treasurer*  
SEAN P. KILKENNY, ESQ.  
*Township Solicitor*

## Agenda Summary

### Community Development Committee Meeting – February 10, 2025 Regular Meeting – March 3, 2025

<b>Agenda Item:</b>	<b>Bid Advertisement Approval</b>
<b>Prepared by:</b>	Patrick Stasio, Township Manager
<b>Attachments:</b>	<b>Draft Advertisement</b>
<b>Background/Analysis:</b>	The project includes Route 611 and Route 263 traffic signal upgrades. The signals system along this corridor is aged and requires upgrades.
<b>Fiscal Impact/Sources:</b>	In 2023, the Township received a PennDot grant in the amount of \$557,875 and requires no match. The grant expires in June 2025, and we have asked for an extension in order to complete this project.
	Upper Moreland is responsible for all bidding and inspection costs, estimated to be \$12,000.
<b>Alternatives:</b>	N/A
<b>Recommend Action:</b>	The Board of Commissioners approve at the March 3, 2025 Regular Meeting.

## **ADVERTISEMENT**

Notice is hereby given that Upper Moreland Township will accept sealed proposals online for the Route 611/263 Traffic Signal Upgrades in Upper Moreland Township, Montgomery County, PA. Bids will be accepted until 10:00 AM, April 4, 2025, via PennBid ([www.pennbid.bonfirehub.com](http://www.pennbid.bonfirehub.com)) only. Questions must be submitted via PennBID by March 28, 2025 at 5:00 PM. Submission of a question does not guarantee that such question will be answered.

Plans and specifications are available online at no charge via PennBid.

All proposals (bids) are to be accompanied by a bid bond or certified check in the amount of 10% of the total bid. The Township reserves the right to waive any minor informalities, irregularities or defects in the bid, or to reject any or all of the bids. The successful Bidder must comply with Pennsylvania Prevailing Wage Act.

All bidders are required to establish proof of competency and responsibility, in accordance with 67 PA Code Chapter 457, Regulations Governing Pre-qualification of Prospective Bidders and PennDOT Form 408/2020, as supplemented and amended, Section 102. Subcontractors must pre-qualify in the same manner, if listed in the proposal or if they subsequently undertake the partial or total construction of one or more items of Work. All bidders, and sub-contractors, must be PennDOT pre-qualified Contractors.

No bid may be withdrawn within sixty (60) days after the opening thereof, during which time the Township may review the bids and investigate bidder qualifications.

Upper Moreland Township

## REGULAR MEETING MONDAY EVENING FOR UPPER MORELAND TOWNSHIP

03/03/2025

FEBRUARY, 2025

## BILLS PAID TO BE APPROVED

CHECK NUMBER	PAYEE	DESCRIPTION	INV AMOUNT	ACCOUNT NUMBER	AMOUNT	CHECK AMOUNT
01*143532	4IMPRINT, INC.	ADVERTISING & PRINTING	4,406.08	01-452-340-	4,406.08	4,406.08
01*143533	ALLEGIANCE TRUCKS LANGHORNE	ENGINE PREHEATER	352.80	01-430-330-	352.80	352.80
01*143534	ANDREW CLAUHS	2025 BOOT ALLOWANCE	300.00	01-410-238-	300.00	300.00
01*143535	AQUA PA	WGFB: 0001283340128334: 12/17/	244.92	01-411-360-	244.92	244.92
01*143536	AQUA PA	FITZWATERTOWN: 000128470012847	68.89	01-454-360-	68.89	68.89
01*143537	AQUA PA	WGFC: 0001284730128473: 12/17/	230.91	01-411-360-	230.91	230.91
01*143538	AQUA PA	DPW: 0001284750128475: 12/17/2	555.16	01-409-360-	555.16	555.16
01*143539	AQUA PA	WGFS: 0001285050128505: 12/17/	329.47	01-411-360-	329.47	329.47
01*143540	AQUA PA	229 DAVISVILL: 000482701040409	255.42	01-411-360-	255.42	255.42
01*143541	AVT	01/27/2025 MEETING	500.00	01-401-320-	500.00	500.00
01*143542	BERGEY'S INC.	VEHICLE OPERATING EXPENSE	190.53	01-430-330-	190.53	4,517.06
		VEHICLE OPERATING EXPENSE	3,809.64	01-430-330-	3,809.64	
		VEHICLE OPERATING EXPENSE	146.30	01-430-330-	146.30	
		VEHICLE OPERATING EXPENSE	339.01	01-430-330-	339.01	
		VEHICLE OPERATING EXPENSE	31.58	01-430-330-	31.58	
01*143543	BOROUGH OF HATBORO	NOV 2024 FUEL	66.30	01-430-330-	66.30	66.30
01*143544	CHARLES A. HIGGINS & SONS INC.	DAVISVILLE & TURNPIKE DRIVE -	2,646.30	01-430-373-	2,646.30	2,646.30
01*143545	CINTAS CORPORATION	CONTRACT SERVICES	290.84	01-409-450-	290.84	290.84
01*143546	COMCAST CABLE	8499101410218777- VOL FIRE 01/	116.46	01-411-327-	116.46	116.46
01*143547	COMCAST CABLE	8499101410242512: PILEGGI PK 0	273.76	01-401-320-	273.76	273.76
01*143548	COMCAST CABLE	8499101410258401: BOILEAU PK 0	283.76	01-401-320-	283.76	283.76
01*143549	COOPER MECHANICAL SERVICES	DPW BACKFLOW TEST	225.00	01-409-373-	225.00	225.00
01*143550	EAS WATER	FD - JANUARY 2025	126.88	01-411-360-	126.88	219.78
		JANUARY 2025	92.90	01-454-200-	92.90	
01*143551	ENZO'S CLEANING SOLUTIONS, LLC	INJECTOR	100.77	01-430-330-	100.77	100.77
01*143552	EUREKA STONE QUARRY, INC.	ORANGEMENS RD	114.84	01-430-200-	114.84	114.84
01*143553	FRED BEANS PARTS	VEHICLE OPERATING EXPENSE	63.24	01-430-330-	63.24	192.45
		VEHICLE OPERATING EXPENSE	153.42	01-430-330-	153.42	
		VEHICLE OPERATING EXPENSE	46.41	01-430-330-	46.41	
		VEHICLE OPERATING EXPENSE	139.88	01-430-330-	139.88	
		CREDIT MEMO - TUBE ASY	-60.50	01-430-330-	-60.50	
		CREDIT MEMO - CORE RETURN	-75.00	01-430-330-	-75.00	
		CREDIT MEMO - CORE RETURN	-75.00	01-430-330-	-75.00	
01*143554	FUREY & BALDASSARI, P.C.	JANUARY 2025 SERVICES	3,760.00	01-413-314-	3,760.00	3,760.00
01*143555	GEORGE ALLEN PORTABLE	02/03 - 03/02/25 MMP + WINTERI	94.00	01-454-450-	94.00	94.00
01*143556	GOOSE SQUAD	JANUARY 2025	1,000.00	01-454-450-	1,000.00	1,000.00
01*143557	HOME DEPOT CREDIT SERVICES	MAINTENANCE & REPAIRS	196.43	01-409-373-	196.43	2,189.60
		BUILDING OPERATIONS	556.07	01-411-360-	556.07	
		MAT'LS. & SUPPLIES-OFFICE	53.94	01-452-200-	53.94	
		MAT'LS. & SUPPLIES - REC.	35.96	01-452-247-	35.96	
		MATERIALS & SUPPLIES	1,015.43	01-454-200-	1,015.43	
		MATERIALS & SUPPLIES	331.77	01-430-200-	331.77	

CHECK NUMBER	PAYEE	DESCRIPTION	INV AMOUNT	ACCOUNT NUMBER	AMOUNT	CHECK AMOUNT
01*143558	JEFF CHIARELLI	TIP FOR DJ SERVICES - TWEEN DA	150.00	01-452-450-	150.00	150.00
01*143559	KEVIN KRAMER	2025 BOOT ALLOWANCE	300.00	01-410-238-	300.00	300.00
01*143560	KIMBALL MIDWEST	VEHICLE OPERATING EXPENSE	547.50	01-430-330-	547.50	1,848.42
		VEHICLE OPERATING EXPENSE	420.03	01-430-330-	420.03	
		VEHICLE OPERATING EXPENSE	467.67	01-430-330-	467.67	
		VEHICLE OPERATING EXPENSE	413.22	01-430-330-	413.22	
01*143561	MATTHEW SNYDER	K9 GRANT SPENDING	378.63	01-410-240-	378.63	646.56
		2025 BOOT ALLOWANCE	267.93	01-410-238-	267.93	
01*143562	MCDONALD UNIFORMS	BENDIG	940.94	01-410-238-	940.94	940.94
01*143563	PECO ENERGY - PAYMENT PROCESSING	LEAF PK: 4532628000: 12/10/24	103.76	01-409-360-	103.76	103.76
01*143564	PECO ENERGY - PAYMENT PROCESSING	7324762111: DIVISION 12/27/24-	17.19	01-454-360-	17.19	17.19
01*143565	PENN POWER GROUP	FIRE HOUSE GENERATOR IN ALARM	501.90	01-430-330-	501.90	501.90
01*143566	PENN POWER SYSTEMS	1 yr maintence on 4 generators	2,342.50	01-430-330-	2,342.50	2,342.50
01*143567	PENN VET WORKING DOG CENTER	DUAL PURPOSE LAW ENFORCEMENT K	1,100.00	01-130-300-	1,100.00	1,100.00
01*143568	PILOT THOMAS LOGISTICS	BOL 655691, 655708	11,188.92	01-430-330-	11,188.92	11,188.92
01*143569	PITNEY BOWES, INC.	ADHESIVE TAPE	520.20	01-401-320-	520.20	520.20
01*143570	POLICE CHIEFS' ASSOCIATION	2025 MIRT DUES	500.00	01-410-317-	500.00	500.00
01*143571	PORTER & CURTIS, LLC	2024 BROKER FEE	1,000.00	01-411-354-	1,000.00	1,000.00
01*143572	POWER DMS	01/14/25 - 01/13/2026 SUBSCRIPT	6,774.49	01-410-317-	6,774.49	6,774.49
01*143573	PRPS	HERSHEY LODGE - ROOM REIMBURSE	596.07	01-452-240-	596.07	596.07
01*143574	SEVEN WRAPS	CUT VINYL - UM24-17363, CLAIM	50.00	01-430-330-	50.00	50.00
01*143575	SHERWIN WILLIAMS CO.	(2) WHITE	59.92	01-409-373-	59.92	59.92
01*143576	STRATEGICLINK CONSULTING, INC	TOTAL SUPPORT MARCH - MAY 2025	2,000.00	01-401-320-	2,000.00	2,000.00
01*143577	SYNATEK	WINTER CALC	368.75	01-454-200-	368.75	368.75
01*143578	T.W. REISS, INC.	VEHICLE OPERATING EXPENSE	484.53	01-430-330-	484.53	1,912.77
		VEHICLE OPERATING EXPENSE	475.89	01-430-330-	475.89	
		VEHICLE OPERATING EXPENSE	490.50	01-430-330-	490.50	
		VEHICLE OPERATING EXPENSE	449.09	01-430-330-	449.09	
		VEHICLE OPERATING EXPENSE	12.76	01-430-330-	12.76	
01*143579	TIM KUREK	ZONING HEARING STENO. 01/09/20	539.75	01-413-316-	539.75	539.75
01*143580	UPPER MORELAND HATBORO	ACCT #: 7014	431.27	01-409-360-	431.27	431.27
01*143581	UPPER MORELAND HATBORO	ACT# 7019	94.20	01-411-360-	94.20	94.20
01*143582	UPPER MORELAND SCHOOL DISTRICT	UMPR FALL 2024 PROGRAMS	2,655.00	01-452-450-	2,655.00	2,655.00
01*143583	UPPER MORELAND/HATBORO JOINT	ACCT # 7027- FEBRUARY 2025	50.06	01-411-360-	50.06	50.06
01*143584	VERIZON BUSINESS	12/15/24 - 01/14/25	129.96	01-401-320-	129.96	129.96
01*143585	W.B. MASON CO, INC	MATERIAL & SUPPLIES	515.53	01-410-200-	515.53	515.53
01*143586	Y-PERS, INC.	0108 Flannel	1,038.00	01-430-330-	99.00	1,038.00
		2 50# Cartons Grabber Black 8M	01-430-330-		149.00	
		Busy Beaver 32oz 6CS Cleaner/D	01-430-330-		78.00	
		J500 Household TP 2PLY 500SH 9	01-430-330-		225.00	
		JSZQ3018004Lemon Quat Disinfec	01-430-330-		64.00	
		JOAS46529 LIVI Roll Towel 8"X8	01-430-330-		264.00	
		JPGC22416 TIDE PLUS Liquid 84o	01-430-330-		114.00	
		Shipping	01-430-330-		45.00	
01*143589	ADVANCED ELECTRICAL	FARMSTEAD PARK	17,500.00	01-454-374-	17,500.00	17,500.00
01*143590	ALEX LEVY, PETTY CASHIER	PUBLIC WORKS PETTY CASH	104.53	01-430-240-	104.53	104.53
01*143591	ALLIED LANDSCAPE SUPPLY	(20) CALCIUM CHLORIDE PELLETS	409.00	01-454-200-	409.00	899.80
01*143592	ANTHONY & KAREN GIANNETTI	CALCIUM CHLORIDE	490.80	01-454-200-	490.80	
01*143593	AQUA PA	BUSINESS PRIVILEGE TAX	70.62	01-310-800-	70.62	70.62
		004308690389901:12/31/24-01/31	284.53	01-411-363-	284.53	284.53

CHECK NUMBER	PAYEE	DESCRIPTION	INV AMOUNT	ACCOUNT NUMBER	AMOUNT	CHECK AMOUNT
01*143594	ARTISTIC SCREEN DESIGNS	TABLECLOTH	85.00	01-411-329-	85.00	85.00
01*143595	AVT	02/03/2025 REGULAR MEETING	500.00	01-401-320-	500.00	500.00
01*143596	BERGEY'S INC.	COOLANT PIPE	154.55	01-430-330-	154.55	703.33
		TEMPERATURE SENSOR	190.03	01-430-330-	190.03	
		HOSE, BRACKET, PIPE	227.44	01-430-330-	227.44	
		HOSE	179.28	01-430-330-	179.28	
		HOSE, SCREW, CLAMP, PIPE, GASK	373.70	01-430-330-	373.70	
		COOLING HOSE	101.63	01-430-330-	101.63	
		BRACKET	69.06	01-430-330-	69.06	
		CREDIT INVOICE: XA507016246:01	-592.36	01-430-330-	-592.36	
01*143597	BKH ELECTRICAL INC	LABOR FOR VOICE AND DATA TRACI	425.00	01-411-360-	425.00	425.00
01*143598	CAMPBELL DURRANT BEATTY	JANUARY, 2025	2,697.00	01-402-314-	2,697.00	2,697.00
01*143599	CHRIS STRANGE	2025 MEMBERSHIP IAAI	103.00	01-411-460-	103.00	103.00
01*143600	CITY ELECTRIC SUPPLY	TRAFFIC SIGNAL PROGRAM	108.00	01-430-373-	108.00	108.00
01*143601	CLARK HILL	JANUARY, 2025	342.00	01-402-314-	342.00	342.00
01*143602	CLEAN NET OF PHILADELPHIA	FEBRUARY 2025	2,075.00	01-409-450-	2,075.00	2,075.00
01*143603	COMCAST CABLE	8499101410427527: FD 01/24/25-	50.76	01-411-327-	50.76	50.76
01*143604	COMCAST CABLE	8499101410185414: WGSUBSTATION	557.36	01-411-360-	557.36	557.36
01*143605	COMCAST CABLE	8499101380374931: UMT OFC 02/0	338.39	01-401-320-	338.39	338.39
01*143606	CONTRACT CLEANERS SUPPLY INC.	MATERIALS & SUPPLIES	249.68	01-409-200-	249.68	249.68
01*143607	COOPER MECHANICAL SERVICES	EJECTOR PUMP BEARINGS	150.00	01-409-373-	150.00	150.00
01*143608	DESIGNPAC	Long case with foam	1,131.25	01-410-260-	1,078.80	1,131.25
		FedEx Ground Shipping		01-410-260-	52.45	
01*143609	DISTRICT COURT 38-2-08	COMPLAINT FILING FEE: UMT v SE	217.92	01-410-240-	217.92	217.92
01*143610	DISTRICT COURT 38-2-08	COMPLAINT FILING FEES: UMT v R	171.63	01-401-240-	171.63	171.63
01*143611	DISTRICT COURT 38-2-08	COMPLAINT FILING FEES: UMT v E	227.13	01-401-240-	227.13	227.13
01*143612	EAS WATER	(5) 5 GALLON WATER BOTTLES	92.90	01-454-200-	92.90	92.90
01*143613	EASTERN AUTOPARTS WAREHOUSE	JANUARY 2025 STATEMENT	1,368.38	01-430-330-	1,368.38	1,368.38
01*143614	ELLIOTT LEWIS CORPORATION	SERVICE CALL 01/27/2025	444.00	01-409-373-	444.00	444.00
01*143615	ESI EQUIPMENT, INC.	MINERAL OIL CAP	34.50	01-411-250-	34.50	34.50
01*143616	GANNETT PENNSYLVANIA LOCALIQ	JANUARY 2025 - CODES DEPARTMEN	774.15	01-413-340-	774.15	774.15
01*143617	GRAINGER	8IN DUCT	679.14	01-409-373-	679.14	679.14
01*143618	GRANTURK EQUIPMENT CO., INC.	HAND VALVE	580.76	01-430-330-	580.76	1,224.39
		CONVEYOR CVR		01-430-330-	643.63	
01*143619	H.A. BERKHEIMER, INC.	JANUARY 2025	1,598.29	01-402-312-	1,598.29	1,598.29
01*143620	HAVIS-SHIELDS EQUIP.CORP.	ALTERATIONS TO 2019 FORD F250	6,912.05	01-410-260-	6,912.05	6,912.05
01*143621	HIRSCHBERG MECHANICAL, LLC	FD BATHROOM	964.00	01-411-360-	964.00	1,454.72
		FD - SLOAN FULSHOMETER		01-411-360-	490.72	
01*143622	INDEPENDENCE BLUE CROSS	FEBRUARY 2025	283,852.12	01-486-156-	283,852.12	283,852.12
01*143623	JAMES KELLY	REIMBURSEMENT - ONLINE SUPERVI	150.00	01-410-240-	150.00	150.00
01*143624	KIMBALL MIDWEST	BLADE (10)	96.30	01-430-330-	96.30	96.30
01*143625	LEADS ONLINE	TOTAL TRACK INVESTIGATION SYST	3,771.00	01-410-317-	3,771.00	3,771.00
01*143626	MATTHEW SNYDER	2025 BOOT ALLOWANCE	32.07	01-410-238-	32.07	32.07
01*143627	MCDONALD UNIFORMS	K.WHITE	104.49	01-410-238-	104.49	429.95
		N.FABLE		01-411-238-	74.99	
		L.NORRIS		01-411-238-	74.99	
		JOB SHIRTS		01-411-238-	175.48	
01*143628	MEDSERV HEALTHCARE SOLUTIONS	AED PADS (8)	1,840.00	01-410-200-	1,840.00	1,840.00
01*143629	MINUTEMAN SECURITY TECHNOLOGIES, IN	ID PRINTER	2,474.00	01-401-320-	2,474.00	6,614.00
		QUARTERLY BILLING: 11/01/24 -		01-401-450-	4,140.00	

CHECK NUMBER	PAYEE	DESCRIPTION	INV AMOUNT	ACCOUNT NUMBER	AMOUNT	CHECK AMOUNT
01*143630	NORTHEAST CABLING GROUP	CAT 6 CABLES FOR NEW ROOMS	860.00	01-411-373-	860.00	860.00
01*143631	OMA INC	FEBRUARY 2025	63.42	01-401-320-	63.42	63.42
01*143632	PA CHIEFS' OF POLICE ASSOC.	K.RUDELL REGISTRATION FEE - C	150.00	01-410-240-	150.00	7,157.00
		ASSOCIATE MEMBERSHIP THROUGH 1	25.00	01-410-240-	25.00	
		J.STEINMETZ REGISTRATION FEE -	150.00	01-410-240-	150.00	
		2025 LIVESCAN MAINTENANCE FEES	6,832.00	01-410-317-	6,832.00	
01*143633	PEREGRINE ASSOCIATES	ENVELOPES	650.00	01-401-200-	650.00	720.00
		SIMONE BUSINESS CARDS	70.00	01-401-200-	70.00	
01*143634	PITNEY BOWES, INC.	12/24/24 - 03/23/25: CONTRACT	976.47	01-401-374-	976.47	976.47
01*143635	POLICE DEFENSIVE FIREARMS TRAINING	A.MISNER - TRANSITION TO PISTO	425.00	01-410-240-	425.00	425.00
01*143636	REWORLD WASTE, LLC	01/16/25 - 01/31/2025	20,193.60	01-427-365-	20,193.60	20,193.60
01*143637	ROBERT E. LITTLE, INC.	SPREADER	279.99	01-454-260-	279.99	279.99
01*143638	ROBERT MARCOLINA	BUSINESS PRIVILEGE TAX	21.52	01-310-800-	21.52	21.52
01*143639	SIGNAL CONTROL PRODUCTS,LLC	PPB ADAPTER	120.00	01-430-373-	120.00	780.00
		PED STUB POLE	390.00	01-430-373-	390.00	
		PEDESTAL TUBE	270.00	01-430-373-	270.00	
01*143640	SIMONE COLLINS	JANUARY 2025	1,000.00	01-454-374-	1,000.00	1,000.00
01*143641	SMM CONSULTING	DECEMBER, 2024	420.00	01-401-240-	420.00	1,110.00
		JANUARY 2025	690.00	01-401-240-	690.00	
01*143642	T.W. REISS, INC.	50 gallon drum of Tru Fuel	938.99	01-454-374-	938.99	12,026.19
		LAZER 60 KAW SEAT, MULCH KIT	11,087.20	01-454-740-	11,087.20	
01*143643	THE STANDARD INSURANCE	FEBRUARY 2025	5,354.30	01-486-156-	5,354.30	5,354.30
01*143644	U.M. POLICE BENEVOLENT ASSN.	TOWNSHIP PORTION OF RETIREMENT	500.00	01-401-240-	500.00	500.00
01*143645	UNIFIRST CORPORATION	UNIFORM MAINTENANCE	424.63	01-427-191-	212.32	424.63
		UNIFORM MAINTENANCE		01-430-191-	212.31	
01*143646	VAULT HEALTH	ANNUAL SUBSCRIPTION FEE	250.00	01-486-156-	250.00	250.00
01*143647	VERIZON	250581599000177: 02/01/25 - 02	1,870.26	01-401-320-	1,870.26	1,870.26
01*143648	VERIZON	450724913000147: 02/03/25 - 03	40.24	01-401-320-	40.24	40.24
01*143649	W.B. MASON CO, INC	MAT'LS. & SUPPLIES-OFFICE	48.84	01-452-200-	48.84	61.63
		DESK CALENDAR	12.79	01-452-200-	12.79	
01*143651	A+ TEST PREP AND TUTORING	JANUARY 2025	3,700.00	01-401-450-	3,700.00	3,700.00
01*143652	AHOLD FINANCIAL SERVICES	MAT'LS. & SUPPLIES - REC.	129.95	01-452-247-	129.95	129.95
01*143653	ALEX LEVY, PETTY CASHIER	GENERAL EXPENSE	23.23	01-410-240-	23.23	98.23
		GENERAL EXPENSES	75.00	01-401-240-	75.00	
01*143654	ALLEGIANCE TRUCKS LANGHORNE	FD-1011	275.00	01-430-330-	275.00	275.00
01*143655	AQUA PA	0003099050309905 - 12/31/24-01	2,617.66	01-411-363-	2,617.66	2,617.66
01*143656	ASAP MAILING	PRINTING, PREPARING, DELIVERIN	4,069.85	01-401-240-	4,069.85	4,069.85
01*143657	AVAYA INC.	COMMUNICATION EXPENSES	32.96	01-401-320-	32.96	32.96
01*143658	AVT	FEB 10, 2025 COMMUNITY MEETING	500.00	01-401-320-	500.00	500.00
01*143659	BERGEY'S INC.	PIPE	382.33	01-430-330-	382.33	1,233.36
		HOSE	46.22	01-430-330-	46.22	
		BRACKET	88.80	01-430-330-	88.80	
		HOSE, GASKET, COUPLING, CAP, C	247.10	01-430-330-	247.10	
		O-RING	9.33	01-430-330-	9.33	
		level sensor	94.75	01-430-330-	94.75	
		SENSOR	364.83	01-430-330-	364.83	
01*143660	BERGEY'S INC.	PIPE	414.76	01-430-330-	414.76	414.76
01*143661	BKH ELECTRICAL INC	EXHAUST FAN IN POLICE LOBBY	1,818.00	01-409-373-	1,818.00	1,818.00
01*143662	COLLIFLOWER INC.	HOSE FITTING	546.39	01-430-330-	546.39	1,255.19
		ADAPTER, HOSE	491.00	01-430-330-	491.00	

CHECK NUMBER	PAYEE	DESCRIPTION	INV AMOUNT	ACCOUNT NUMBER	CHECK AMOUNT
		CONSTANT CLAMP	217.80	01-430-330-	217.80
01*143663	COMCAST CABLE	8499101380374949: 02/09-03/08/	75.96	01-401-320-	75.96
01*143664	COMCAST CABLE	8499101410169038: 02/07-03/06/	12.66	01-411-360-	12.66
01*143665	COMCAST CABLE	8499101380131182: 02/11-03/10/	213.35	01-401-320-	213.35
01*143666	COMCAST CABLE	8499101410240870: 02/17-03/16/	337.89	01-401-320-	337.89
01*143667	DAVID BURNS	2024 BOOT ALLOWANCE	200.00	01-454-200-	200.00
01*143668	FBINAA-EASTERN PA CHAPTER	S.BENDIG - CHAPTER CONFERENCE	300.00	01-410-240-	300.00
01*143669	FRED BEANS PARTS	TANK	53.34	01-430-330-	53.34
		ABSORBER, HOSE	163.72	01-430-330-	163.72
01*143670	GANNETT PENNSYLVANIA LOCALIQ	NOVEMBER 2024	980.17	01-401-340-	980.17
		DECEMBER 2024	1,742.47	01-401-340-	1,742.47
01*143671	GRAINGER	PUMP	360.54	01-430-330-	360.54
		SEAL	120.87	01-430-330-	120.87
01*143672	GRANTURK EQUIPMENT CO., INC.	A20-A1007 PTO Drive Assembly	4,646.80	01-430-330-	3,963.00
		HYP00210-M Hydraulic Pump		01-430-330-	683.80
01*143673	IACP	IACP # 01684270: 2025 DUES	220.00	01-410-240-	220.00
01*143674	IRON MOUNTAIN	DECEMBER 2024	555.39	01-401-320-	555.39
		JANUARY 2025	658.99	01-401-320-	658.99
01*143675	KENCO HYDRAULICS, INC.	Spinner Motors	1,280.00	01-430-330-	1,280.00
01*143676	KIMBALL MIDWEST	SILICONE	152.40	01-430-330-	152.40
		MARKER	58.32	01-430-330-	58.32
01*143677	KING OF PRUSSIA RECYCLING	01/31/2025	1,189.32	01-427-365-	1,189.32
01*143678	NESHAMINY SHORE PICNIC PARK	SUP PLAYGROUND DEPOSIT 07/30/2	50.00	01-452-905-	50.00
01*143679	OCCUPATIONAL HEALTH CENTERS OF THE	JANUARY 2025	551.00	01-410-240-	551.00
01*143680	PECO ENERGY - PAYMENT PROCESSING	172746222- STORAGE 01/03-02/04	45.48	01-409-360-	45.48
01*143681	PECO ENERGY - PAYMENT PROCESSING	1996358000- MM PARKING LOT 01/	11.22	01-454-360-	11.22
01*143682	PECO ENERGY COMPANY	LEASE #: PECO-20100166: 2025 R	500.00	01-454-450-	500.00
01*143683	PENDERGAST SAFETY	SAFETY EQUIPMENT	241.21	01-427-192-	241.21
01*143684	PETROCON CORPORATION	BULK DRYDENE	1,057.35	01-430-330-	1,057.35
01*143685	PTC E-Z PASS CUSTOMER SERVICE	JANUARY 2025	1,272.28	01-427-365-	1,272.28
01*143686	ROBERT E. LITTLE, INC.	WOODCUTTER BAR	70.50	01-454-374-	70.50
		CHAIN SAW, CHAIN LOOP, BAR	178.94	01-454-374-	178.94
01*143687	ROTO-ROOTER SERVICE COMPANY	DPW FLUSHOMETER	1,486.88	01-409-373-	1,486.88
01*143688	STEVEN & MEREDITH CHERYBA	BULK REFUND- PERMIT # 156943	25.00	01-364-300-	25.00
01*143689	TRI-STATE ELEVATOR CO., INC.	FEBRUARY 2025	181.91	01-409-373-	181.91
01*143690	TRUCK PRO	VEHICLE OPERATING EXPENSE	172.08	01-430-330-	172.08
01*143691	UMHJSA	ACT # 7016	50.06	01-454-360-	50.06
01*143692	UMHJSA	ACT # 70026	50.06	01-454-360-	50.06
01*143693	UMHJSA	ACCT# 7029: LIBRARY	206.65	01-409-360-	206.65
01*143694	UNIFIRST CORPORATION	UNIFORM MAINTENANCE	439.44	01-427-191-	219.72
		UNIFORM MAINTENANCE		01-430-191-	219.72
01*143695	UNITED STATES POSTAL SERVICE	PITNEY BOWES POSTAGE	4,000.00	01-401-240-	4,000.00
01*143696	W.B. MASON CO, INC	MATERIAL & SUPPLIES	33.59	01-401-200-	33.59
		MATERIAL & SUPPLIES	49.96	01-401-200-	49.96
		MATERIAL & SUPPLIES	24.79	01-410-200-	24.79
01*143697	WILSON OF WALLINGFORD, INC	439.0 BIOHEAT	1,329.73	01-430-330-	1,329.73
01*143700	AIRGAS	2 LARGE ARGON	90.46	01-430-330-	90.46
01*143701	ALLIED LANDSCAPE SUPPLY	SOIL - MASONS MILL	52.00	01-454-200-	52.00
		MASONS MILL - OLD BARN FLOOR	109.80	01-452-200-	109.80
		MASONS MILL - OLD BARN FLOOR	109.80	01-454-200-	109.80

CHECK NUMBER	PAYEE	DESCRIPTION	INV AMOUNT	ACCOUNT NUMBER	AMOUNT	CHECK AMOUNT
01*143702	ARDMORE TIRE, INC.	VEHICLE OPERATING EXPENSE	460.00	01-430-330-	460.00	460.00
01*143703	BOROUGH OF HATBORO	94.3 FUEL/GAS	204.63	01-430-330-	204.63	204.63
01*143704	BRYNER CHEVROLET INC.	CAR #3502 TRANSFERCASE IS SHUT	706.82	01-430-330-	706.82	706.82
01*143705	CHARLES A. HIGGINS & SONS INC.	WELSH RD & COMPUTER AVE	450.00	01-430-373-	450.00	450.00
01*143706	COLLIFLOWER INC.	HOSE, NOZZLE, CLAMP	121.90	01-430-330-	121.90	121.90
01*143707	COMCAST CABLE	DPW: 8499101410018938: 02/11 -	309.84	01-401-320-	309.84	309.84
01*143708	COMCAST CABLE	VOL FIRE CO 8499101410219510:	543.35	01-401-320-	543.35	543.35
01*143709	COMCAST CABLE	MEMORIAL PK: 8499101410244682:	163.35	01-401-320-	163.35	163.35
01*143710	CONTRACT CLEANERS SUPPLY INC.	BATHROOM TISSUE, CUPS	149.35	01-409-200-	149.35	182.47
		CUPS	84.81	01-409-200-	84.81	
		RETURN CUPS	-51.69	01-409-200-	-51.69	
01*143711	DEJANA EQUIPMENT CO.	#302-5070 Chute Assembly	1,751.81	01-430-330-	767.53	1,751.81
		#302-4290 Bracket Assembly		01-430-330-	414.10	
		FREIGHT		01-430-330-	570.18	
01*143712	DELAWARE VALLEY PROPERTY	2025 CONTRIBUTION	107,074.00	01-486-352-	107,074.00	107,074.00
01*143713	DELAWARE VALLEY WORKERS'	2025 CONTRIBUTION	114,695.25	01-486-354-	114,695.25	114,695.25
01*143714	DONNA BAUER	BULK REFUND - PERMIT 157007	40.00	01-364-300-	40.00	40.00
01*143715	EAS WATER	FEBRUARY 2025	309.67	01-409-450-	309.67	309.67
01*143716	EASTBURN & GRAY PC	JANUARY 2025	297.50	01-413-240-	297.50	297.50
01*143717	FASTENAL COMPANY	(2) IBUPROFEN	62.26	01-430-330-	62.26	577.46
01*143718	FRED BEANS PARTS	VEHICLE OPERATING EXPENSE	515.20	01-430-330-	515.20	
		WHEEL	272.96	01-430-330-	272.96	838.21
		WHEEL ASY	151.21	01-430-330-	151.21	
		WHEEL ASY	356.95	01-430-330-	356.95	
		WHEELY ASY	365.48	01-430-330-	365.48	
		RESISTOR, MOTOR	49.40	01-430-330-	49.40	
		RESISTOR	21.03	01-430-330-	21.03	
		WHEEL BLOW	25.18	01-430-330-	25.18	
		FITTING, NUT	27.95	01-430-330-	27.95	
		CREDIT MEMO	-75.00	01-430-330-	-75.00	
		CREDIT MEMO	-356.95	01-430-330-	-356.95	
01*143719	GEORGE ALLEN PORTABLE	LINDEN AVE 02/21-03/20/25	94.00	01-454-450-	94.00	188.00
		TERWOOD RD 02/24-03/23/25	94.00	01-430-240-	94.00	
01*143720	GRAINGER	VEHICLE OPERATING EXPENSE	169.63	01-430-330-	169.63	413.15
01*143721	GRANTURK EQUIPMENT CO., INC.	VEHICLE OPERATING EXPENSE	243.52	01-430-330-	243.52	
		MUDFLAP	72.52	01-430-330-	72.52	7,773.80
		PUSH BUTTON	178.41	01-430-330-	178.41	
		PARTS AND LABOR- REPLACE L/S C	7,522.87	01-430-330-	7,522.87	
01*143722	JOE DOUGHERTY	REIMBURSE - FOOD FOR TRAINING	67.14	01-415-450-	67.14	67.14
01*143723	JOHN FUGELO	2025 BOOT ALLOWANCE	300.00	01-411-238-	300.00	300.00
01*143724	KIM BUCHOLSKY	PAYMENT FOR INSTRUCTION/WINTER	475.00	01-452-450-	475.00	475.00
01*143725	KIMBALL MIDWEST	VEHICLE OPERATING EXPENSE	288.85	01-430-330-	288.85	288.85
01*143726	KIRKLAND PRINTING, INC.	code enforcement stop work lab	195.00	01-413-200-	195.00	195.00
01*143727	LEGAL LIABILITY & RISK	CORDURA - FTO TOOLBOX, SEMINAR	150.00	01-410-240-	150.00	150.00
01*143728	MAD GOLFER	DEPOSIT SUP PLAYGROUND 07/22 &	1,500.00	01-452-905-	1,500.00	1,500.00
01*143729	NAPA AUTO PARTS	JANUARY 2025 STATEMENT	2,375.25	01-430-330-	2,375.25	2,375.25
01*143730	PA RECREATION & PARK SOCIETY	K.KOLLAR 2025 CONFERENCE	400.00	01-452-240-	400.00	1,200.00
		J.HARTIGAN 2025 CONFERENCE	400.00	01-452-240-	400.00	
		S.CARTIER 2025 CONFERENCE	400.00	01-452-240-	400.00	
01*143731	PACFCA	2025 ANNUAL MEMBERSHIP DUES	125.00	01-411-460-	125.00	125.00

CHECK NUMBER	PAYEE	DESCRIPTION	INV			CHECK AMOUNT
			AMOUNT	ACCOUNT	NUMBER	
01*143732	PECO ENERGY - PAYMENT PROCESSING	4990543000- WGFC 01/08-02/07/2	481.04	01-411-360-	481.04	481.04
01*143733	PECO ENERGY - PAYMENT PROCESSING	0846428111- PILEGGI 01/08-02/0	769.39	01-454-360-	769.39	769.39
01*143734	PECO ENERGY - PAYMENT PROCESSING	6997499000 - WGFC 01/08-02/07/	1,019.55	01-411-360-	1,019.55	1,019.55
01*143735	PECO ENERGY - PAYMENT PROCESSING	2407347000 - MMP ENT 01/09-02/	97.60	01-454-360-	97.60	97.60
01*143736	PECO ENERGY - PAYMENT PROCESSING	075943222- WGFCFH 01/10-02/11/	2,957.84	01-411-360-	2,957.84	2,957.84
01*143737	PECO ENERGY - PAYMENT PROCESSING	7061714000 MEMORIAL PK 01/10-0	69.48	01-454-360-	69.48	69.48
01*143738	PECO ENERGY - PAYMENT PROCESSING	4532628000- LEAF PK 01/10-02/1	72.56	01-454-360-	72.56	72.56
01*143739	PECO ENERGY - PAYMENT PROCESSING	7551372222: UMT GAS 01/13 - 02	1,711.15	01-409-360-	1,711.15	1,711.15
01*143740	PECO ENERGY - PAYMENT PROCESSING	2372354111- LIBRARY G&E 01/13	2,633.06	01-409-360-	2,633.06	2,633.06
01*143741	PECO ENERGY - PAYMENT PROCESSING	1574466000- FITZWATER TOWN 01/1	576.78	01-454-360-	576.78	576.78
01*143742	PECO ENERGY - PAYMENT PROCESSING	UMT ELECTRIC 8113932222	3,199.66	01-409-360-	3,199.66	3,199.66
01*143743	PENN POWER GROUP	DPW - GENERATOR - YR 2 OF 2	520.00	01-430-330-	520.00	2,686.00
		FD TRUCK 1031 - GENERATOR - YR	346.00	01-430-330-	346.00	
		FD TRUCK 1024 - GENERATOR - YR	356.00	01-430-330-	356.00	
		FIREHOUSE SUB STN - GENERATOR	414.00	01-430-330-	414.00	
		TWP BUILDING - GENERATOR - YR	576.00	01-430-330-	576.00	
		FIRE HOUSE - GENERATOR - YR 2	474.00	01-430-330-	474.00	
01*143744	PETROCON CORPORATION	UTF Fluid	635.25	01-430-330-	635.25	635.25
01*143745	PILOT THOMAS LOGISTICS	TICKET 1147904	9,067.79	01-430-330-	9,067.79	10,179.51
		TICKET 1152826	1,111.72	01-430-330-	1,111.72	
01*143746	REWORLD WASTE, LLC	02/04/25 - 02/14/2025	15,917.54	01-427-365-	15,917.54	15,917.54
01*143747	ROBERT E. LITTLE, INC.	CHAIN LOOP	161.94	01-454-374-	161.94	161.94
01*143748	SCANTEK	ZONING HEARING BOARD - DOCUMENT	13,779.43	01-413-740-	13,779.43	13,779.43
01*143749	TRUCK PRO	CARTRIDGE	352.06	01-430-330-	352.06	626.84
		BRG SET	274.78	01-430-330-	274.78	
01*143750	UMHJSA	ACCOUNT # 7021 DPW	257.64	01-409-360-	257.64	257.64
01*143751	UNIFIRST CORPORATION	UNIFORM MAINTENANCE	400.29	01-427-191-	200.14	400.29
		UNIFORM MAINTENANCE		01-430-191-	200.15	
01*143752	VERIZON	02/17/25 - 03/16/25	139.59	01-411-360-	139.59	139.59
01*143753	VERIZON WIRELESS	ACCT: 523565802-00001 01/17 -	3,292.43	01-401-320-	3,292.43	3,292.43
01*143754	VICTOR SECURITY, INC.	FARMSTEAD - SERVICE CALL, REPL	210.00	01-454-450-	210.00	312.50
		FARMSTEAD 03/01/25 - 03/31/25	102.50	01-454-450-	102.50	
01*143755	W.B. MASON CO, INC	ADMIN - 2ND FLOOR	9.40	01-401-200-	9.40	626.05
		POLICE	90.98	01-410-200-	90.98	
		TONER	260.97	01-401-320-	260.97	
		BUSINESS TAX	22.98	01-401-200-	22.98	
		BUSINESS TAX	13.99	01-401-200-	13.99	
		BUSINESS TAX	13.99	01-401-200-	13.99	
		FIRE STATION	213.74	01-411-210-	213.74	
01*143756	WEINSTEIN DIV HAJOCA CORP	ELBOW	21.72	01-430-330-	21.72	304.31
		PVC, CLAMP, CLEVIS, ANVIL	86.59	01-430-330-	86.59	
		BALL VLV WITH LEVER	196.00	01-430-330-	196.00	
01*143757	WITMER PUBLIC SAFETY GROUP	BALANCE FOR (8) GLOCKS	2,200.00	01-410-239-	2,200.00	2,200.00
01*143758	ZEP SALES & SERVICE	VEHICLE OPERATING EXPENSE	441.56	01-430-330-	441.56	441.56
04*9875	COMMUNITY BUSINESS NETWORK	TOWNSHIP/BOROUGH AD	175.00	04-384-100-	175.00	175.00
04*9876	MARY ANNE KANE	REFUND THE SHORE CLUB TRIP	109.00	04-384-100-	109.00	109.00
04*9877	SAFETY BUS	BALANCE FOR THE SHORE CLUB TRI	1,084.00	04-384-100-	1,084.00	1,084.00
04*9878	ALEX LEVY, PETTY CASHIER	TIP FOR 04/01/25 TRIP	126.00	04-384-100-	126.00	126.00
04*9879	CURRAN TRAVEL, INC.	FINAL PAYMENT FOR SIGHT & SOUN	6,650.00	04-384-100-	6,650.00	6,650.00
04*9880	MAGGIO'S BALLROOM @ HAMPTON SQ	DEPOSIT FOR SPRING THAW	200.00	04-384-100-	200.00	200.00

CHECK NUMBER	PAYEE	DESCRIPTION	INV AMOUNT	ACCOUNT NUMBER	AMOUNT	CHECK AMOUNT
04*9881	CURRAN TRAVEL, INC.	3 ADDITIONAL REGISTRANTS- SIGH	510.00	04-384-100-	510.00	510.00
04*9882	CATHY GRADY	REFUND TRIP - SHORE CLUB	109.00	04-384-100-	109.00	109.00
04*9883	PERKIOMEN TOURS	DEPOSIT TRIP 09/16/25 GETTYSBU	100.00	04-384-100-	100.00	100.00
23*143587	RICOH USA, INC.	LEASE PAYMENTS 02/15/25 - 03/1	45.55	23-471-600-	45.55	45.55
23*143588	RICOH USA, INC.	LEASE PAYMENTS 02/01/25 - 02/2	1,637.52	23-471-600-	1,637.52	1,637.52
23*143650	US BANK	2025 ADMIN FEES, INCIDENTAL EX	646.50	23-471-700-	646.50	646.50
23*143698	US BANK	ACCT # 260772000 - BONDS SERIE	52,526.51	23-471-300-	52,526.51	52,526.51
23*143699	US BANK	ACCT #: 256863000- BONDS SERIE	42,975.00	23-471-300-	42,975.00	42,975.00
35*3176	SILVI CEMENT/SLAG/SALT	BULK SALT 01/22/2025	34,158.33	35-432-245-	34,158.33	34,158.33
35*3177	NATIONAL HIGHWAY PRODUCTS	10710 2"X10'-14 GA.-7/16" Hole	3,900.00	35-433-245-	2,040.00	3,900.00
		10720 2 1/4"X-36" -12 GA.-7/16		35-433-245-	1,650.00	
		BOLT ZP CB516212 Hardware, cor		35-433-245-	40.00	
		NUT ZP Hardware -Nut-5/16" -X		35-433-245-	20.00	
		Shipping and Handling		35-433-245-	150.00	
35*3178	PECO ENERGY - PAYMENT PROCESSING	8654361222- LIGHTING 12/31/24-	69.05	35-434-361-	69.05	69.05
35*3179	PECO ENERGY - PAYMENT PROCESSING	2535420100 01/13 -02/12/25	12,555.75	35-434-361-	12,555.75	12,555.75
35*3180	PECO ENERGY - PAYMENT PROCESSING	6017423111 LUMINARIES 01/14-02	11,785.99	35-434-361-	11,785.99	11,785.99

GRAND TOTAL OF CHECKS = 976,731.85

# TOWNSHIP of UPPER MORELAND

*Montgomery County, Pennsylvania*

117 Park Avenue, Willow Grove, PA 19090-3215  
Telephone (215) 659-3100 / Fax (215) 659-7363

## COMMISSIONERS

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CHERYL LOCKARD  
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ANTHONY BENVENUTTI  
DEMOND MULLEN  
BENJAMIN W. OLSZEWSKI  
NICHOLAS O. SCULL  
CHARLES M. WHITING



## OFFICIALS

PATRICK T. STASIO  
*Interim Township Manager*  
JOHN D. BATES  
*Assistant Township Manager/  
Director of Finance*  
ALEX H. LEVY  
*Township Treasurer*  
SEAN P. KILKENNY, ESQ.  
*Township Solicitor*

## Agenda Summary

### Finance and Administration Committee Meeting – February 24, 2025 Regular Meeting - March 3, 2025

**Agenda Item:** Tax Assessment Appeal – Stephen and Beth Stonehouse

**Prepared by:** John Bates, Asst. Township Manager / Director of Finance

**Attachments:** 2255 Pioneer Road Settlement Memo 1-29-25

**Background/Analysis:** The School District has negotiated a tax settlement with Stephen and Beth Stonehouse for a property located at 2255 Pioneer Road. The settlement would decrease the assessed value of the property as follows:

2024 Tax Year - \$372,750  
2025 Tax Year - \$361,900

**Fiscal Impact/Source:** \$156.68 overpayment owed to the Taxpayer for tax year 2024

Additionally, the Taxpayer's tax obligation will be decreased by \$233.50 for tax year 2025

**Alternatives:** N/A

**Recommended Action:** The Board of Commissioners approve the proposed settlement of Tax Assessment Appeal for 2255 Pioneer Road.

STEPHEN STONEHOUSE : IN THE COURT OF COMMON PLEAS  
v. : MONTGOMERY COUNTY, PENNSYLVANIA  
: :  
: No. 2023-25714  
: :  
MONTGOMERY COUNTY BOARD OF : CIVIL ACTION – LAW  
ASSESSMENT APPEALS, ET AL. : Parcel No. 59-00-14410-00-3

**ORDER**

AND NOW, this \_\_\_\_\_ day of \_\_\_\_\_, 2025, it is hereby ORDERED and  
DECREED that the terms and conditions of the attached Stipulation to Settle are accepted as terms  
and conditions of a binding Court Order.

IT IS FURTHER Ordered and Decreed that the Montgomery County Board of Assessment  
Appeals shall make the appropriate increase in assessment as agreed to in the attached Stipulation  
to Settle, that the Property Owner shall make the appropriate payments for any underpayment as a  
result of the increase in assessment, and that the Prothonotary shall mark the above-captioned action  
“Settled, Discontinued and Ended.”

BY THE COURT

By: \_\_\_\_\_

J.

**WISLER PEARLSTINE, LLP**  
**JUSTIN D. BARBETTA, ESQUIRE**  
Attorney I.D. No. 318221  
Blue Bell Executive Campus  
460 Norristown Road, Suite 110  
Blue Bell, Pennsylvania 19422  
(610) 825-8400

Attorneys for Intervenor,  
Upper Moreland School District

**STEPHEN and BETH STONEHOUSE** : **IN THE COURT OF COMMON PLEAS**  
: **MONTGOMERY COUNTY, PENNSYLVANIA**  
: **v.** : **No. 2023-25714**  
: **MONTGOMERY COUNTY BOARD OF** : **CIVIL ACTION – LAW**  
ASSESSMENT APPEALS, ET AL. : **Parcel No. 59-00-14410-00-3**

**STIPULATION TO SETTLE**

It is hereby stipulated by and between Petitioners, Stephen and Beth Stonehouse (“Appellants” or the “Stonehouses”); Intervenor, Upper Moreland School District (“the District” or “Intervenor”), Respondent, Montgomery County Board of Assessment Appeals (“the “Board”); Intervenor, Montgomery County (“the County”); and Intervenor, Upper Moreland Township (“the Township” and collectively with the District, County, and the Board “the Taxing Authorities”), that the above-captioned assessment appeal, related to 2255 Pioneer Road, Hatboro, Pennsylvania 19040, is settled based upon the following agreements:

1. Effective January 1, 2024, for the Township and County and July 1, 2024, for the School District, the assessment for the Property shall be **Decreased** from 394,880 to 372,750.
2. Effective January 1, 2025, for the Township and County and July 1, 2025, for the School District, the assessment for the Property shall be **Decreased** from 394,880 to 361,900.
3. Based upon the assessment established by this Stipulation to Settle, the Taxing Authorities have received overpayments for the 2024 tax years as follows:

<u>School District</u>			
<u>Year</u>	<u>Assessment</u>	<u>New Assessment</u>	<u>Overpayment</u>
2024-2025	394,880	372,750	\$836.00

<u>County</u>			
<u>Year</u>	<u>Assessment</u>	<u>New Assessment</u>	<u>Overpayment</u>
2024	394,880	372,750	\$106.00

<u>Community College</u>			
<u>Year</u>	<u>Assessment</u>	<u>New Assessment</u>	<u>Overpayment</u>
2024	394,880	372,750	\$8.63

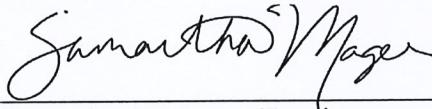
<u>Township</u>			
<u>Year</u>	<u>Assessment</u>	<u>New Assessment</u>	<u>Overpayment</u>
2024	394,880	372,750	\$156.68

4. The payments referenced in paragraph no. 3 shall be subject to final review by the taxing authorities' representatives and due no later than sixty (60) calendar days following Court-approval of this Stipulation to Settle.
5. Any overpayments made by the Appellants to the County, Community College, or Township for Tax Year 2025 shall be subject to the 2025 Assessment value of 361,900 reflected in paragraph no. 2 above, and thereby potential refunds that will be subject to final review by the taxing authorities' representatives and due no later than sixty (60) calendar days following Court-approval of this Stipulation to Settle.
6. The assessment shall remain at 361,900 unless changed by reason of an assessment appeal, countywide reassessment, change in Property, or otherwise as permitted by law.
7. The parties acknowledge that this Stipulation to Settle is a compromise of an existing matter. If there is any subsequent appeal filed by any party or successor in interest then the value agreed to herein is inadmissible in any other proceeding.

8. The parties acknowledge that each participant in this appeal shall bear their own costs and attorneys' fees.
9. The parties acknowledge and request that this appeal be marked settled, discontinued, and ended upon Court approval of this Stipulation.
10. This Stipulation may be executed in one or more counterparts, all of which together shall be one instrument and all of which shall be considered duplicate originals. A signed faxed or PDF copy of this Stipulation shall have the same force and effect as the original signed Stipulation.

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Catherine Nadirov, Esquire  
Law Office of Catherine J. Nadirov, PC  
Attorney for Stephen and Beth Stonehouse



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Samantha A. Magee, Esquire  
Attorney for Montgomery County  
Board of Assessment Appeals

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Justin D. Barbetta, Esquire  
Wisler Pearlstine, LLP  
Attorney for Upper Moreland School District

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Brian O. Phillips, Esquire  
Attorney for Montgomery County

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James Gallagher, Esquire  
Kilkenny Law, LLC  
Attorney for Upper Moreland Township

# TOWNSHIP OF UPPER MORELAND

*Montgomery County, Pennsylvania*

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SEAN P. KILKENNY, ESQ.  
*Township Solicitor*

## Agenda Summary

### Finance and Administration Committee Meeting – February 24, 2025 Regular Meeting – March 3, 2025

<b>Agenda Item:</b>	<b>Architect Firm Selection for Township Building Renovations</b>
<b>Prepared by:</b>	Patrick Stasio, Township Manager
<b>Attachments:</b>	<b>Proposed Contract</b>
<b>Background/Analysis:</b>	The Township prepared Requests for Proposals from firms interested in the Township Building Renovation Project. 12 firms responded with proposals for review. Internal staff reviewed each proposal and, after discussing each firms' qualifications, recommended four firms for continued consideration. After continued discussions and interview, the recommended firm is GKO Architects, based in Ambler PA.
<b>Fiscal Impact/Sources:</b>	Outlined in the contract, fee is percentage based pending total project cost.
<b>Alternatives:</b>	N/A
<b>Recommend Action:</b>	The Board of Commissioners approve at the March 3, 2025 Regular Meeting.

Equal Opportunity Employer

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# AIA® Document B101® – 2017

## Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 14 day of February in the year Twenty Twenty Five  
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:  
(Name, legal status, address and other information)

Upper Moreland Township

117 Park Avenue  
Willow Grove, PA 19090

and the Architect:  
(Name, legal status, address and other information)

Godshall Kane O'Rourke Architects, LLC  
300 Brookside Ave., Bldg 18, Ste 150  
Ambler, PA 19002  
215-646-2003

for the following Project:  
(Name, location and detailed description)

Renovation/Addition Township & Police Building  
117 Park Avenue  
Willow Grove, PA 19090

The Owner and Architect agree as follows.

### 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.

## TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

*(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")*

§ 1.1.1 The Owner's program for the Project:

*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

Renovations & expansion of the facility will be determined based on Phase I-Facilities Study. Included will be Police expansion & renovations, ADA Improvements, Safety & Security, Upgrade MEP Systems, and will include Sustainable Design Objectives

§ 1.1.2 The Project's physical characteristics:

*(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)*

Renovation and expansion of existing Police and Township

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

*(Provide total and, if known, a line item breakdown.)*

TBD-Dependent upon Facilities Study outcome and township's selections

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Init.

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User Notes:

(1299805007)

SD = 4 months, DD = 2.5 months, CDs = 3.5 months, Bidding March 2026, Prime Construction Contracts in place May 2026

.2 Construction commencement date:

Construction begins May 2026 through May 2027 based on current expectation, but could be subject to change

.3 Substantial Completion date or dates:

May 2027

.4 Other milestone dates:

**§ 1.1.5** The Owner intends the following procurement and delivery method for the Project:  
*(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)*

Public Bid(competitive)

**§ 1.1.6** The Owner's anticipated Sustainable Objective for the Project:  
*(Identify and describe the Owner's Sustainable Objective for the Project, if any.)*

N/A - Energy efficient design; however, no specific LEED certification is anticipated

**§ 1.1.6.1** If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™-2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204-2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204-2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

**§ 1.1.7** The Owner identifies the following representative in accordance with Section 5.3:  
*(List name, address, and other contact information.)*

Patrick Stasio  
Township Manager  
Upper Moreland Township  
117 Park Avenue

Willow Grove, PA 19090

**§ 1.1.8** The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:  
*(List name, address, and other contact information.)*

CHA Consulting, Inc.

**§ 1.1.9** The Owner shall retain the following consultants and contractors:  
*(List name, legal status, address, and other contact information.)*

.1 Geotechnical Engineer:

Init.

TBD GKO fees do not include Geotech work. If needed they would be included by the Civil Engineering Consultant.

.2 Civil Engineer:

TBD GKO fees do not include Civil Engineering work. Township will receive (3) proposals, once scope of site work is known.

.3 Other, if any:

*(List any other consultants and contractors retained by the Owner.)*

**§ 1.1.10** The Architect identifies the following representative in accordance with Section 2.3:  
*(List name, address, and other contact information.)*

Mr. Kevin Godshall, AIA - Principal  
GKO Architects  
300 Brookside Ave  
Ambler Yards, Building 18, Suite 150  
Ambler, PA 19002  
215-646-2003.

**§ 1.1.11** The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:  
*(List name, legal status, address, and other contact information.)*

**§ 1.1.11.1** Consultants retained under Basic Services:

.1 Structural Engineer:

GTA Engineering, Inc.  
Gary Talbot, P.E.  
5910 Easton Road  
Pipersville, PA 18947  
215-766-3982

.2 Mechanical Engineer:

Consolidated Engineers, Inc.  
Chris VanCampen, P.E.  
1022 James Drive  
Leesport, PA 19533  
610-916-1600

.3 Electrical Engineer:

Consolidated Engineers, Inc.  
Adam Moser, P.E.  
1022 James Drive  
Leesport, PA 19533

Init.

.4 Cost Estimating:

Boyle Construction  
Tony Ganzuzza, P.E.  
3850 Sierra Circle, Ste. 400  
Center Valley, PA 18034  
484-223-0726

**§ 1.1.11.2 Consultants retained under Supplemental Services:**

N/A

**§ 1.1.12 Other Initial Information on which the Agreement is based:**

**§ 1.2** The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

**§ 1.3** The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

**§ 1.3.1** Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

**ARTICLE 2 ARCHITECT'S RESPONSIBILITIES**

**§ 2.1** The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

**§ 2.2** 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.

**§ 2.3** The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

**§ 2.4** Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

**§ 2.5** The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

**§ 2.5.1** Commercial General Liability with policy limits of not less than Two Million Dollars (\$ 2,000,000 ) for each occurrence and Four Million Dollars (\$ 4,000,000 ) in the aggregate for bodily injury and property damage.

**§ 2.5.2** Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than Two Million Dollars (\$ 2,000,000 ) per accident for bodily injury, death of any person, and

property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

**§ 2.5.3** The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

**§ 2.5.4** Workers' Compensation at statutory limits.

**§ 2.5.5** Employers' Liability with policy limits not less than One Million Dollars (\$1,000,000) each accident, One Million Dollars (\$1,000,000) each employee, and One Million Dollars (\$1,000,000) policy limit.

**§ 2.5.6** Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Three Million Dollars (\$3,000,000) per claim and Three Million Dollars (\$3,000,000) in the aggregate.

**§ 2.5.7 Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

**§ 2.5.8** The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

**§ 3.1** The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

**§ 3.1.1** The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

**§ 3.1.2** The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

**§ 3.1.3** As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

**§ 3.1.4** The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

**§ 3.1.5** The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

**§ 3.1.6** The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

**§ 3.2 Schematic Design Phase Services**

**§ 3.2.1** The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

**§ 3.2.2** The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

**§ 3.2.3** The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

**§ 3.2.4** Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

**§ 3.2.5** Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

**§ 3.2.5.1** The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

**§ 3.2.5.2** The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

**§ 3.2.6** The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

**§ 3.2.7** The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

**§ 3.3 Design Development Phase Services**

**§ 3.3.1** Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

**§ 3.3.2** The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

**§ 3.3.3** The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

### § 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

### § 3.5 Procurement Phase Services

#### § 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

#### § 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

#### § 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,

.4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

**§ 3.5.3.3** If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

### **§ 3.6 Construction Phase Services**

#### **§ 3.6.1 General**

**§ 3.6.1.1** The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

**§ 3.6.1.2** The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

**§ 3.6.1.3** Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

#### **§ 3.6.2 Evaluations of the Work**

**§ 3.6.2.1** The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

**§ 3.6.2.2** The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

**§ 3.6.2.3** The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

**§ 3.6.2.4** Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

**§ 3.6.2.5** Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

**§ 3.6.3 Certificates for Payment to Contractor**

**§ 3.6.3.1** The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

**§ 3.6.3.2** The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

**§ 3.6.3.3** The Architect shall maintain a record of the Applications and Certificates for Payment.

**§ 3.6.4 Submittals**

**§ 3.6.4.1** The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

**§ 3.6.4.2** The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

**§ 3.6.4.3** If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

**§ 3.6.4.4** Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

**§ 3.6.5 Changes in the Work**

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

**§ 3.6.6 Project Completion**

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

**ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES**

**§ 4.1 Supplemental Services**

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

*(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	Architect – included in Basic Services
§ 4.1.1.2 Multiple preliminary designs	Architect – included in Basic Services

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.3 Measured drawings	Architect – included in Basic Services
§ 4.1.1.4 Existing facilities surveys	Architect – included in Basic Services
§ 4.1.1.5 Site evaluation and planning	Architect – included in Basic Services
§ 4.1.1.6 Building Information Model management responsibilities	
§ 4.1.1.7 Development of Building Information Models for post construction use	
§ 4.1.1.8 Civil engineering	Architect- Civil engineering Consultant Not included in Basic Services
§ 4.1.1.9 Landscape design	Architect- Civil engineering Consultant Not included in Basic Services
§ 4.1.1.10 Architectural interior design	Architect – included in Basic Services
§ 4.1.1.11 Value analysis	N/A
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Architect – included in Basic Services
§ 4.1.1.13 On-site project representation	
§ 4.1.1.14 Conformed documents for construction	Architect – included in Basic Services
§ 4.1.1.15 As-designed record drawings	
§ 4.1.1.16 As-constructed record drawings	
§ 4.1.1.17 Post-occupancy evaluation	
§ 4.1.1.18 Facility support services	N/A
§ 4.1.1.19 Tenant-related services	N/A
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Architect's assistance in coordinating with Owner's consultant(s) is included in Basic Services
§ 4.1.1.21 Telecommunications/data design	
§ 4.1.1.22 Security evaluation and planning	
§ 4.1.1.23 Commissioning	
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	
§ 4.1.1.25 Fast-track design services	N/A
§ 4.1.1.26 Multiple bid packages	N/A
§ 4.1.1.27 Historic preservation	
§ 4.1.1.28 Furniture, furnishings, and equipment design	
§ 4.1.1.29 Other services provided by specialty Consultants	N/A
§ 4.1.1.30 Other Supplemental Services	N/A

#### § 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

*(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)*

N/A

Init.  
/

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

*(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)*

| N/A

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

#### § 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,

.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

**§ 4.2.3** The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 ( ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Bi-weekly ( ) visits to the site by the Architect during construction
- .3 ( ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 1-2 ( ) inspections for any portion of the Work to determine final completion.

**§ 4.2.4** Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

**§ 4.2.5** If the services covered by this Agreement have not been completed within ( ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

**§ 5.1** Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

**§ 5.2** The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

**§ 5.3** The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

**§ 5.4** The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including invert and depths. All the information on the survey shall be referenced to a Project benchmark.

**§ 5.5** The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

**§ 5.6** The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

**§ 5.7** If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar

conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

**§ 6.4** If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

**§ 6.5** If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

**§ 6.6** If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

**§ 6.7** If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

## ARTICLE 7 COPYRIGHTS AND LICENSES

**§ 7.1** The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

**§ 7.2** The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

**§ 7.3** The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

**§ 7.3.1** In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the

Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

**§ 7.4** Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

**§ 7.5** Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 General

**§ 8.1.1** The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

**§ 8.1.2** To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

**§ 8.1.3** The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

### § 8.2 Mediation

**§ 8.2.1** Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

**§ 8.2.2** The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

**§ 8.2.3** The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

**§ 8.2.4** If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box.)*

Arbitration pursuant to Section 8.3 of this Agreement

Init.

Litigation in a court of competent jurisdiction

Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

#### § 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

#### § 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

### ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any

expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

**§ 9.2** If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

**§ 9.3** If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

**§ 9.4** Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

**§ 9.5** The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

**§ 9.6** If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

**§ 9.7** In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*

**.1 Termination Fee:**

N/A

**.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:**

N/A

**§ 9.8** Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

**§ 9.9** The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

**ARTICLE 10 MISCELLANEOUS PROVISIONS**

**§ 10.1** This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

**§ 10.2** Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

**§ 10.3** The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 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 Architect.

§ 10.6 Unless otherwise required in this Agreement, 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.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

## ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum  
*(Insert amount)*

.2 Percentage Basis  
*(Insert percentage value)*

( ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other  
*(Describe the method of compensation)*

Init.

TBD based on Sliding Scale  
 First \$0 to \$500,000 of Construction Cost x 8.0%  
 Next \$500,001 to \$1,000,000 of Construction Cost x 7.25%  
 Next \$1,000,001 to \$2,000,000 of Construction Cost x 6.5%  
 Next \$2,000,001 to \$5,000,000 of Construction Cost x 6.0%  
 Next over \$5,000,001 of Construction Cost x 5.5%

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

Hourly basis – see attached standard rates

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation.)*

Hourly basis – see attached standard rates

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Zero percent (0 %), or as follows:  
*(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)*

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Fifteen	percent (	15	%)
Design Development Phase	Twenty	percent (	20	%)
Construction Documents	Forty	percent (	40	%)
Phase				
Procurement Phase	Five	percent (	5	%)
Construction Phase	Twenty	percent (	20	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.  
*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Hourly basis – see attached standard rates

Employee or Category	Rate (\$0.00)
See Attached Rates / Categories	

Init.

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User Notes:

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### § 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Zero percent ( 0 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

*(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)*

N/A unless Owner requires additional coverage limits

### § 11.10 Payments to the Architect

#### § 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Zero (\$ 0 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of N/A (\$ ) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

#### § 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Sixty ( 60 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

*(Insert rate of monthly or annual interest agreed upon.)*

Five % 5

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

## ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:  
(Include other terms and conditions applicable to this Agreement.)

After substantial completion of the project, Owner will sign the 179 D, Tax Credit form, and forward it to the Architect. Should the District engage a GESA or ESCO, the contract between this company and the Township shall state that all Energy Efficient Tax Deductions will be assigned to the Architect. A public entity cannot utilize the 179D tax credit but can assign to the design professional.

## ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
- .2 Building Information Modeling Exhibit, if completed:

N/A

.3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

[ N/A ] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:

(Insert the date of the E204-2017 incorporated into this agreement.)

[ X ]

Other Exhibits incorporated into this Agreement:

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Architect's Certificate of Insurance and  
GKO Hourly Rates

.4 Other documents:

(List other documents, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

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

Clifton McFatridge President of the Board  
(Printed name and title)

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

Kevin Godshall, AIA, Principal, GKO Architects,  
LLC PA Lic. # RA014783X  
(Printed name, title, and license number, if required)

Init.

## Additions and Deletions Report for AIA® Document B101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 10:36:22 ET on 02/13/2025.

PAGE 1

AGREEMENT made as of the 14 day of February in the year Twenty Twenty Five

...

Upper Moreland Township  
117 Park Avenue  
Willow Grove, PA 19090

...

Godshall Kane O'Rourke Architects, LLC  
300 Brookside Ave., Bldg 18, Ste 150  
Ambler, PA 19002  
215-646-2003

...

Renovation/Addition Township & Police Building  
117 Park Avenue  
Willow Grove, PA 19090

PAGE 2

Renovations & expansion of the facility will be determined based on Phase I-Facilities Study. Included will be Police expansion & renovations, ADA Improvements, Safety & Security, Upgrade MEP Systems, and will include Sustainable Design Objectives

...

Renovation and expansion of existing Police and Township

...

TBD-Dependent upon Facilities Study outcome and township's selections

PAGE 3

SD = 4 months, DD = 2.5 months, CDs = 3.5 months, Bidding March 2026, Prime Construction Contracts in place May 2026

...

Construction begins May 2026 through May 2027 based on current expectation, but could be subject to change

May 2027

Public Bid(competitive)

N/A - Energy efficient design; however, no specific LEED certification is anticipated

Patrick Stasio  
Township Manager  
Upper Moreland Township  
117 Park Avenue

Willow Grove, PA 19090

CHA Consulting, Inc.

PAGE 4

TBD GKO fees do not include Geotech work. If needed they would be included by the Civil  
Engineering Consultant.

TBD GKO fees do not include Civil Engineering work. Township will receive (3) proposals, once  
scope of site work is known.

Mr. Kevin Godshall, AIA - Principal  
GKO Architects  
300 Brookside Ave  
Ambler Yards, Building 18, Suite 150  
Ambler, PA 19002  
215-646-2003

GTA Engineering, Inc.  
Gary Talbot, P.E.  
5910 Easton Road  
Pipersville, PA 18947  
215-766-3982

Consolidated Engineers, Inc.  
Chris VanCampen, P.E.  
1022 James Drive

Leesport, PA 19533  
610-916-1600

.3 Electrical Engineer:

Consolidated Engineers, Inc.  
Adam Moser, P.E.  
1022 James Drive  
Leesport, PA 19533

.4 Cost Estimating:

Boyle Construction  
Tony Ganzuzza, P.E.  
3850 Sierra Circle, Ste. 400  
Center Valley, PA 18034  
484-223-0726

PAGE 5

N/A

...  
§ 2.5.1 Commercial General Liability with policy limits of not less than Two Million Dollars (\$ 2,000,000) for each occurrence and Four Million Dollars (\$ 4,000,000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than Two Million Dollars (\$ 2,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

PAGE 6

§ 2.5.5 Employers' Liability with policy limits not less than One Million Dollars (\$ 1,000,000) each accident, One Million Dollars (\$ 1,000,000) each employee, and One Million Dollars (\$ 1,000,000) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Three Million Dollars (\$ 3,000,000) per claim and Three Million Dollars (\$ 3,000,000) in the aggregate.

PAGE 11

<u>§ 4.1.1.1 Programming</u>	<u>Architect – included in Basic Services</u>
<u>§ 4.1.1.2 Multiple preliminary designs</u>	<u>Architect – included in Basic Services</u>
<u>§ 4.1.1.3 Measured drawings</u>	<u>Architect – included in Basic Services</u>
<u>§ 4.1.1.4 Existing facilities surveys</u>	<u>Architect – included in Basic Services</u>
<u>§ 4.1.1.5 Site evaluation and planning</u>	<u>Architect – included in Basic Services</u>

PAGE 12

<u>§ 4.1.1.8 Civil engineering</u>	<u>Architect- Civil engineering Consultant</u> <u>Not included in Basic Services</u>
<u>§ 4.1.1.9 Landscape design</u>	<u>Architect- Civil engineering Consultant</u> <u>Not included in Basic Services</u>
<u>§ 4.1.1.10 Architectural interior design</u>	<u>Architect – included in Basic Services</u>
<u>§ 4.1.1.11 Value analysis</u>	<u>N/A</u>
<u>§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3</u>	<u>Architect – included in Basic Services</u>

§ 4.1.1.14 Conformed documents for construction

Architect – included in Basic Services

§ 4.1.1.18 Facility support services

N/A

§ 4.1.1.19 Tenant-related services

N/A

§ 4.1.1.20 Architect's coordination of the Owner's  
consultants

Architect's assistance in coordinating with  
Owner's consultant(s) is included in Basic  
Services

§ 4.1.1.25 Fast-track design services

N/A

§ 4.1.1.27 Historic preservation

N/A

§ 4.1.1.29 Other services provided by specialty Consultants

N/A

§ 4.1.1.30 Other Supplemental Services

N/A

N/A

PAGE 13

N/A

PAGE 14

.2 Bi-weekly ( ) visits to the site by the Architect during construction

.4 1-2 ( ) inspections for any portion of the Work to determine final completion.

PAGE 18

[ X ] Litigation in a court of competent jurisdiction  
PAGE 19

N/A

N/A

PAGE 21

TBD based on Sliding Scale

First \$0 to \$500,000 of Construction Cost x 8.0%

Next \$500,001 to \$1,000,000 of Construction Cost x 7.25%

Next \$1,000,001 to \$2,000,000 of Construction Cost x 6.5%

Next \$2,000,001 to \$5,000,000 of Construction Cost x 6.0%

Next over \$5,000,001 of Construction Cost x 5.5%

...  
Hourly basis – see attached standard rates

...  
Hourly basis – see attached standard rates  
§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Zero percent ( 0 %), or as follows:

Schematic Design Phase	<u>Fifteen</u>	percent (	<u>15</u>	%)
Design Development Phase	<u>Twenty</u>	percent (	<u>20</u>	%)
Construction Documents	<u>Forty</u>	percent (	<u>40</u>	%)
Phase				
Procurement Phase	<u>Five</u>	percent (	<u>5</u>	%)
Construction Phase	<u>Twenty</u>	percent (	<u>20</u>	%)

...  
Hourly basis – see attached standard rates

...  
See Attached Rates / Categories

PAGE 22

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Zero percent ( 0 %) of the expenses incurred.

...  
N/A unless Owner requires additional coverage limits

...  
§ 11.10.1.1 An initial payment of Zero (\$ 0 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of N/A (\$   ) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

...  
§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Sixty ( 60 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

Five % 5  
PAGE 23

After substantial completion of the project, Owner will sign the 179 D, Tax Credit form, and forward it to the Architect. Should the District engage a GESA or ESCO, the contract between this company and the Township shall state that all Energy Efficient Tax Deductions will be assigned to the Architect. A public entity cannot utilize the 179D tax credit but can assign to the design professional.

...

N/A

...

[ N/A ] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:

...

[ X ] Other Exhibits incorporated into this Agreement:

...

Architect's Certificate of Insurance and  
GKO Hourly Rates

...

Clifton McFatridge President of the Board

Kevin Godshall, AIA, Principal, GKO Architects,  
LLC PA Lic. # RA014783X

## **Certification of Document's Authenticity**

**AIA® Document D401™ – 2003**

I, P. Michael O'Rourke AIA, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 10:36:22 ET on 02/13/2025 under Order No. 4104247137 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2017, Standard Form of Agreement Between Owner and Architect, other than those additions and deletions shown in the associated Additions and Deletions Report.

---

*(Signed)*

---

*(Title)*

---

*(Dated)*



300 BROOKSIDE AVENUE  
AMBLER YARDS • BLDG. 18 • SUITE 150  
AMBLER, PA 19002  
T: 215.646.2003  
F: 215.646.5707  
[www.gkoarchitects.com](http://www.gkoarchitects.com)

**Godshall Kane O'Rourke Architects LLC  
2024 Hourly Rate Schedule**

Principal	\$195 (One Hundred Ninety-five dollars) / hour
Project Manager/ Reg. Architect	\$150 (One Hundred Fifty dollars) / hour
Construction Administrator	\$125 (One Hundred Twenty-five dollars) / hour
Architectural Designer	\$120 (One Hundred Twenty dollars) / hour
Interior Designer	\$115 (One Hundred Fifteen dollars) / hour
Intern Architect	\$100 (One Hundred dollars) / hour
CAD Technician	\$90 (Ninety dollars) / hour
Clerical/Bookkeeping	\$70 (Seventy dollars) / hour

Godshall Kane O'Rourke Architects LLC  
2024 Reimbursable Reproduction Schedule  
Prices do not include sales tax, where applicable.

Large Format Color Prints

24 x 36 - \$25.00  
30 x 42 - \$30.00  
36 x 48 - \$35.00

Large Format Black and White Prints

18 x 24 - \$1.50  
24 x 36 - \$5.00  
30 x 42 - \$6.00  
36 x 48 - \$7.00

Small Format Copying

Black and White  
Letter 8x11 - \$0.10  
11 x 17 - \$0.25  
Color  
Letter 8x11 - \$1.00  
11 x 17 - \$3.00

Binding

Per Book \$4.00

Foam Core Board Mounting (not including cost of print)

24 x 36 - \$20.00  
30 x 42 - \$25.00  
36x 48 - \$30.00

Computer File on USB Flash Drive

\$25.00 per USB

G O D S H A L L   K A N E   O ' R O U R K E   A R C H I T E C T S ,   L L C

KEVIN R. GODSHALL, AIA • DAMON ROYAL KANE (1958 - 2013) • P. MICHAEL O'ROURKE, AIA



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/13/2025

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 DKB Group, LLC 7 Oak Pl Ste 8 Montclair NJ 07042	CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE INSURER A : RLI Insurance Company INSURER B : Arch Insurance Company INSURER C : INSURER D : INSURER E : INSURER F :
INSURED Godshall Kane O'Rourke Architects, LLC 300 Brookside Avenue Ambler Yards, Building 18, Suite 150 Ambler PA 19002	GODSKAN-01

## COVERAGES

CERTIFICATE NUMBER: 1918673423

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	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			PSB0006449	8/2/2024	8/2/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 2,000,000 \$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC OTHER:						MED EXP (Any one person)	\$ 10,000	
							PERSONAL & ADV INJURY	\$ 2,000,000	
							GENERAL AGGREGATE	\$ 4,000,000	
							PRODUCTS - COMP/OP AGG	\$ 4,000,000	
								\$	
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			PSB0006449	8/2/2024	8/2/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000	
							BODILY INJURY (Per person)	\$	
							BODILY INJURY (Per accident)	\$	
							PROPERTY DAMAGE (Per accident)	\$	
								\$	
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			PSE0002801	8/2/2024	8/2/2025	EACH OCCURRENCE AGGREGATE	\$ 5,000,000 \$ 5,000,000	
								\$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y / N N If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> N	N / A	PSW0003646	8/2/2024	8/2/2025	X PER STATUTE E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	OTHE- R \$ 1,000,000 \$ 1,000,000 \$ 1,000,000	
B	Professional Liability			PAAEP0009309	12/14/2024	12/14/2025	Per Claim Aggregate	3,000,000 3,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

Upper Moreland Township 117 Park Avenue Willow Grove PA 19090	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 <i>Hayri Darzynoff</i>

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# TOWNSHIP OF UPPER MORELAND

*Montgomery County, Pennsylvania*

117 Park Avenue, Willow Grove, PA 19090-3215

Telephone (215) 659-3100 / Fax (215) 659-7363

## COMMISSIONERS

KIP McFATRIDGE  
*President*

CHERYL LOCKARD  
*Vice President*

ANTHONY BENVENUTTI  
DEMOND MULLEN

BENJAMIN W. OLSZEWSKI

NICHOLAS O. SCULL

CHARLES M. WHITING



## OFFICIALS

PATRICK T. STASIO  
*Township Manager*

JOHN D. BATES  
*Assistant Township Manager/  
Director of Finance*

ALEX H. LEVY  
*Township Treasurer*

SEAN P. KILKENNY, ESQ.  
*Township Solicitor*

## Agenda Summary

### Parks and Recreation Committee Meeting – February 24, 2025

### Regular Meeting – March 3, 2025

#### Agenda Item:

SEPTA Train Station Relocation Agreement Authorization

#### Prepared By:

Patrick Stasio, Township Manager

#### Attachments:

Sketch Plans

#### Background/Analysis:

SEPTA desires to continue the train station relocation project into Veterans Memorial Park. I request authorizing the Upper Moreland Solicitor's office to coordinate with SEPTA solicitor's office to create a draft agreement, based on the verbal and email agreements made previously. As part of the agreement between SEPTA and Upper Moreland Township, Upper Moreland will acquire the current train station and parking area, as well as the SEPTA parking lot to the north side of the tracks. The Township plans to make recreational improvements to the current SEPTA parking area north of the tracks. Proposed improvements include: two basketball courts, skate park, storm water management, parking enhancements, among other improvements.

Once completed, the draft agreement will be presented to Montgomery County for comments and approval. Additionally, the Veterans Association will review and comment on the agreement before it is finalized.

#### Fiscal Impact/Source:

SEPTA has agreed to Pay for 75% of all Township recreational improvements made, not to exceed \$1,022,961. This cost is in addition to their own project scope. The Township will be responsible for 25% of the recreational improvements, for an estimated total of \$340,988 (Twp. Funding was identified and approved in the 2025 Capital Improvement Budget).

#### Alternatives:

Continue to use the park as is and not permit the train station relocation.

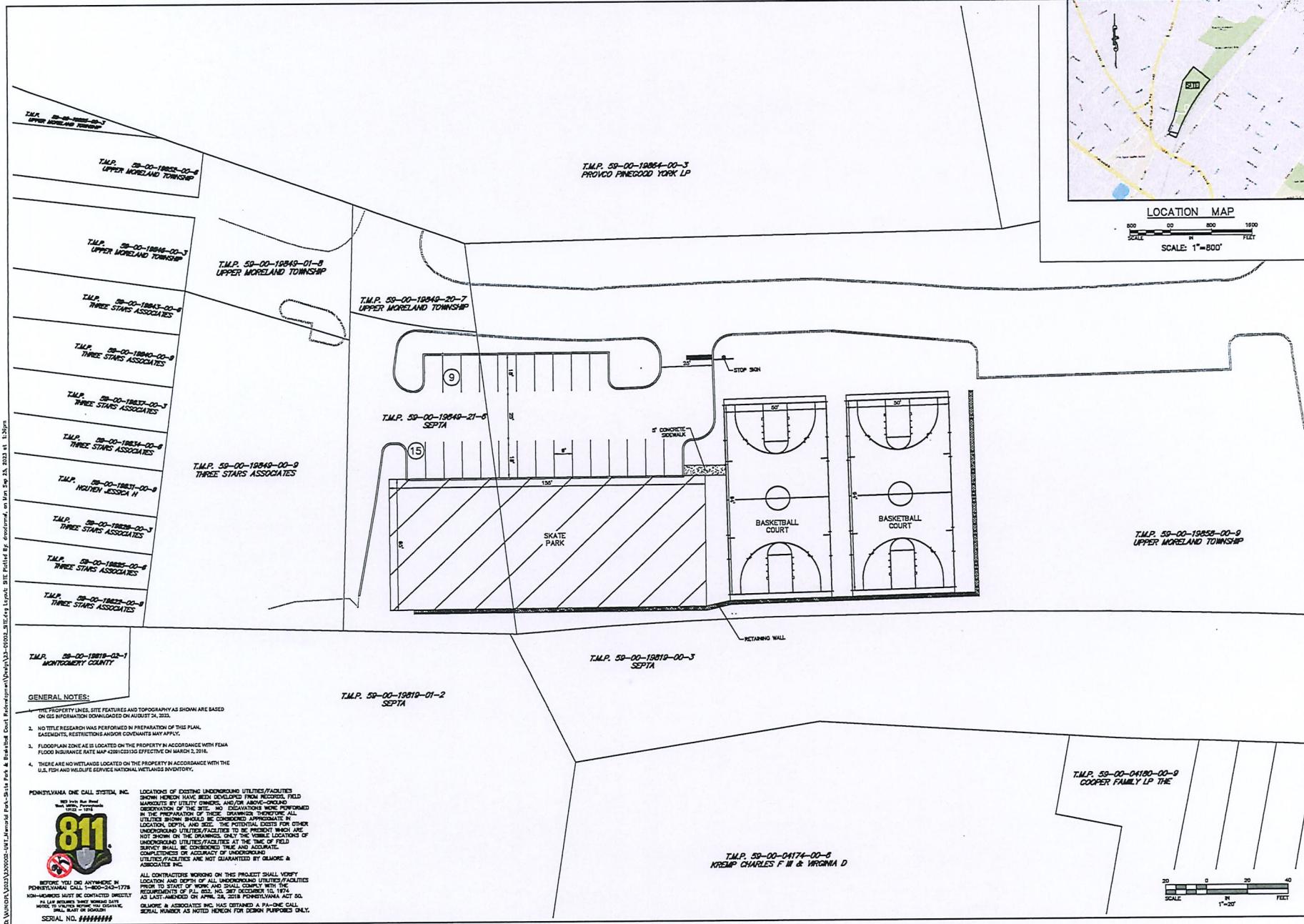
#### Recommend Action:

The Board of Commissioners approve at the March 3, 2025 Regular Meeting.

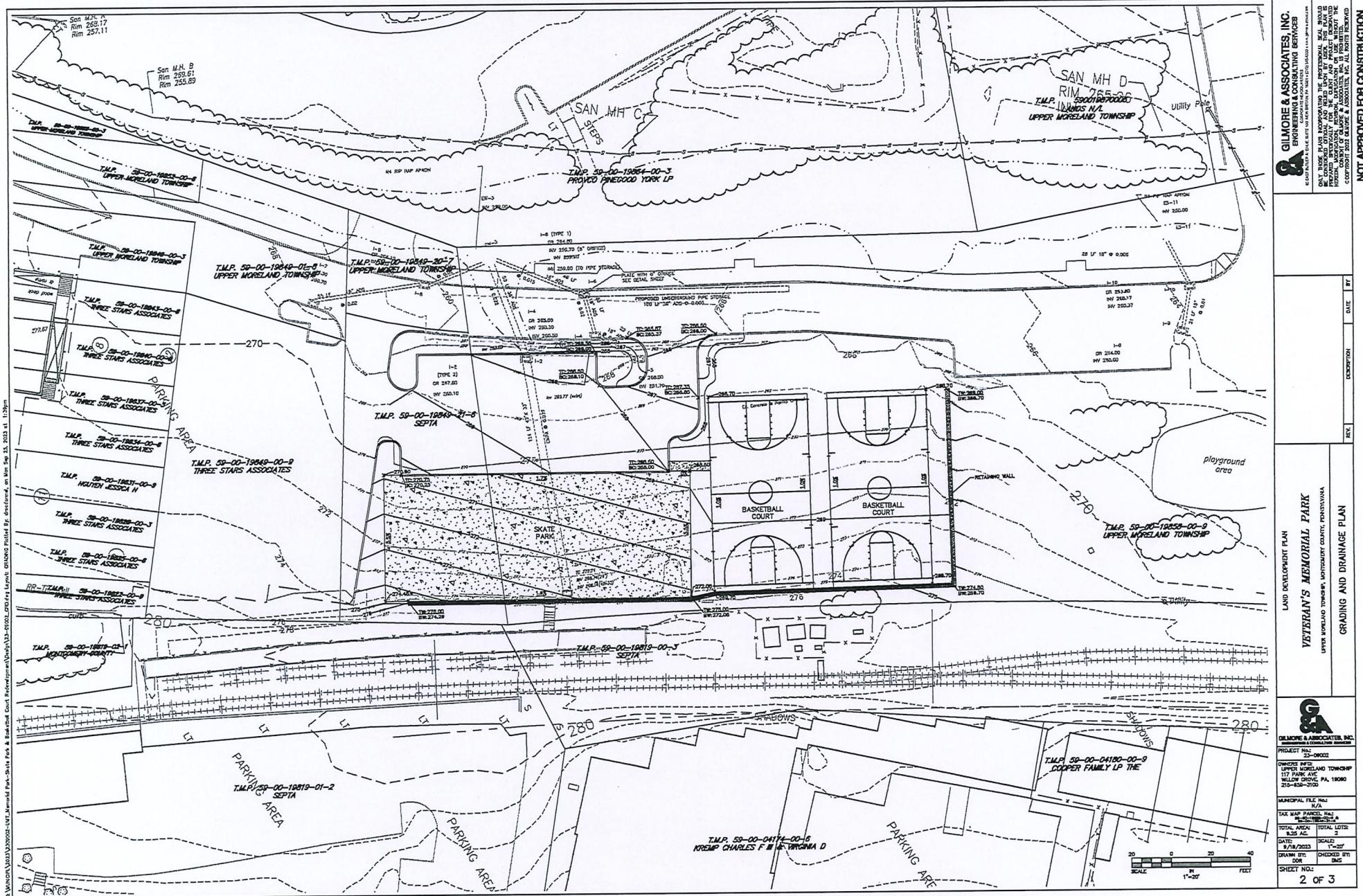
Equal Opportunity Employer

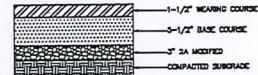
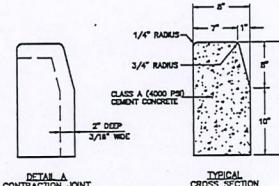
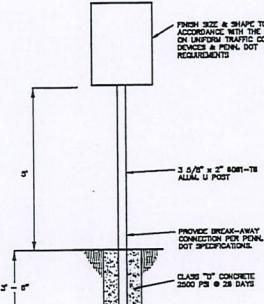
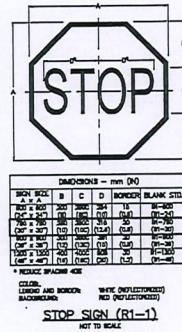
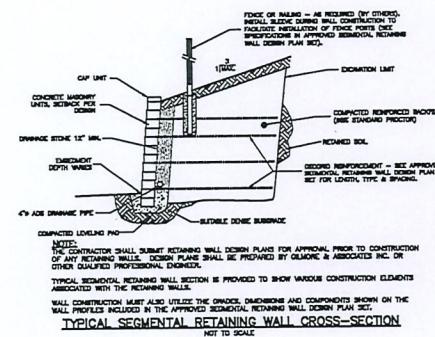
VISIT US ON THE WEB @ [www.uppermoreland.org](http://www.uppermoreland.org)

DRAFT RELEASED BY USA TODAY 10:30AM MAY 28, 2023



 <p><b>GILMORE &amp; ASSOCIATES, INC.</b> ENGINEERING &amp; CONSULTING SERVICES SIXTY-THREE YEARS OF PROFESSIONAL SERVICE</p>	
<p>ON, THESE, WE, HAVE, PROVIDED, THE, PROFESSIONAL, SERVICES, TO, OUR, CLIENTS, AND, PROJECT, REQUESTED, BY, THEM, FOR, THE, PAST, SIXTY-THREE, YEARS, AND, WILL, CONTINUE, TO, DO, SO, IN, THE, FUTURE.</p> <p>CONTRACT, OF, GILMORE, &amp; ASSOCIATES, INC., FOR, THE, PROJECT, OF, VETERANS, MEMORIAL, PARK, UPTON, MUNICIPAL, TOWNSHIP, MONTGOMERY, COUNTY, PENNSYLVANIA, CONTRACT, NUMBER, 2021-000001, ALL, INFORMATION, CONTAINED, HEREIN, IS, THE, PROPERTY, OF, GILMORE, &amp; ASSOCIATES, INC., ALL, RIGHTS, RESERVED.</p>	
<p><b>LAND DEVELOPMENT PLAN</b> <b>VETERAN'S MEMORIAL PARK</b> UPTON MUNICIPAL TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA</p>	
<p><b>SITE PLAN</b></p>	
<p>REV.</p>	<p>DATE</p>
<p>07</p>	<p>07/07/2021</p>
<p><b>GILMORE &amp; ASSOCIATES, INC.</b> ENGINEERING &amp; CONSULTING SERVICES PROJECT NUMBER: 2021-000001</p>	
<p>OWNER'S INFO: UPTON MUNICIPAL TOWNSHIP 117 PARK AVE UPTON, PA 18070 215-430-3700</p>	
<p>MUNICIPAL FILE NAME: N/A</p>	
<p>TAX MAP PARCEL: N/A</p>	
<p>TOTAL ACRES: 6.25 AC.    TOTAL LOTS: 2</p>	
<p>DATE: 07/07/2021    SCALE: 1" = 200'</p>	
<p>DRAWN BY: DOR    CHECKED BY: BJS</p>	
<p>SHEET NO.: 1 OF 3</p>	

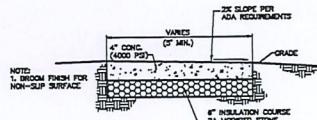
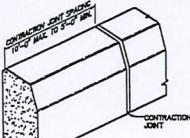




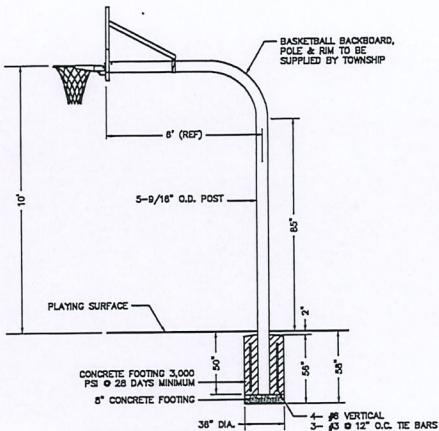
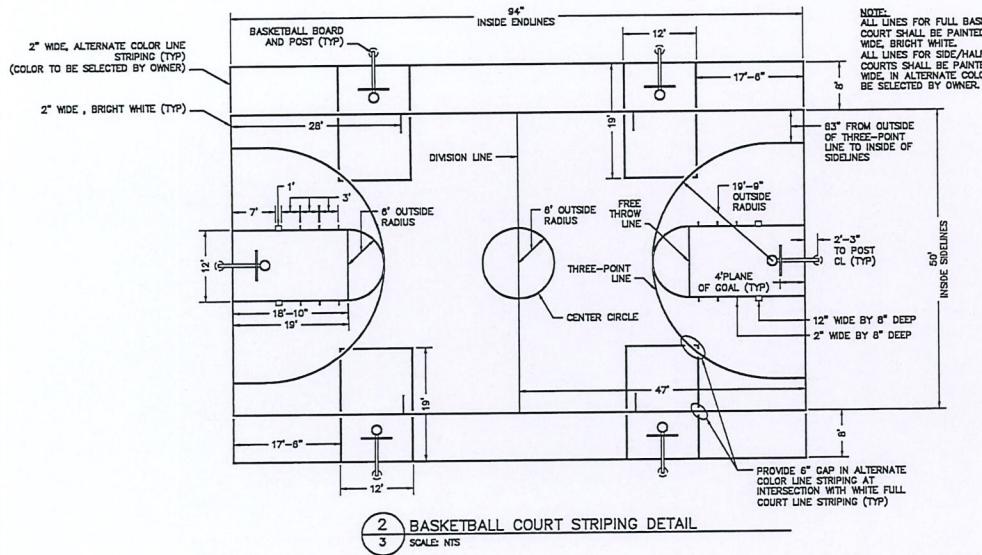
NOTE: ALL NEW PAVING MUST BE SUPERPAVE. TACK COAT MUST BE USED.

**STANDARD PAVEMENT SECTION**

NOT TO SCALE



PLAIN CEMENT CONCRETE CURE



SINGLE GOOSENECK  
BASKETBALL BOARD AND POST DETAIL

# TOWNSHIP OF UPPER MORELAND

*Montgomery County, Pennsylvania*

117 Park Avenue, Willow Grove, PA 19090-3215  
Telephone (215) 659-3100 / Fax (215) 659-7363

## COMMISSIONERS

KIP McFATRIDGE  
*President*  
CHERYL LOCKARD  
*Vice President*  
ANTHONY BENVENUTTI  
DEMOND MULLEN  
BENJAMIN W. OLSZEWSKI  
NICHOLAS O. SCULL  
CHARLES M. WHITING



## OFFICIALS

PATRICK T. STASIO  
*Township Manager*  
JOHN D. BATES  
*Assistant Township Manager/  
Director of Finance*  
ALEX H. LEVY  
*Township Treasurer*  
SEAN P. KILKENNY, ESQ.  
*Township Solicitor*

## Agenda Summary

### Parks and Recreation Committee Meeting – February 24, 2025 Regular Meeting – March 3, 2025

**Agenda Item:** **Bonnet Lane Utility Pole Relocation Project Authorization**

**Prepared By:** Katie Kollar, Parks and Recreation Director

**Attachments:** Cost Estimate

**Background/Analysis:** Attached is the updated estimate for the utility work for Bonnet Lane. We have received estimates from PECO, Verizon, and Comcast. Based upon the estimates provided, the grant will cover the costs for the utility companies, our services, and any tree work required. There is also a contingency balance remaining.

**Fiscal Impact/Source:** UMT was awarded a \$250,000 DCED grant, which will cover all costs, no match is required

**Alternatives:** N/A

**Recommend Action:** The Board of Commissioners approve at the March 3, 2025 Regular meeting.

Equal Opportunity Employer

VISIT US ON THE WEB @ [www.uppermoreland.org](http://www.uppermoreland.org)

Bonnet Lane Park  
 Utility Relocation Estimate  
 Upper Moreland Township, Montgomery County

2/17/2025

Item No.	Description	Unit	Quantity	Unit Cost	Cost
1	PECO Relocation	LS	1	\$51,486.00	\$51,486.00
2	Verizon Relocation (Park)	LS	1	\$22,569.74	\$22,569.74
3	Verizon Relocation (Mill Road)	LS	1	\$25,174.21	\$25,174.21
4	Comcast Relocation (Park)	LS	1	\$18,469.57	\$18,469.57
5	Comcast Relocation (Mill Road)	LS	1	\$62,533.95	\$62,533.95
6	Tree Trimming\Removal (estimated)	LS	1	\$15,000.00	\$15,000.00
7	Bowman Engineering Services	LS	1	\$9,100.00	\$9,100.00
	<b>Total Estimated Project Cost</b>				<b>\$204,330.00</b>
	<i>Grant Award</i>				<b>\$250,000.00</b>
	<i>Estimated Construction Cost</i>				<b>\$204,330.00</b>
	<i>Contingency</i>				<b>\$45,670.00</b>

# TOWNSHIP OF UPPER MORELAND

*Montgomery County, Pennsylvania*

117 Park Avenue, Willow Grove, PA 19090-3215  
Telephone (215) 659-3100 / Fax (215) 659-7363

## COMMISSIONERS

KIP McFATRIDGE  
*President*  
CHERYL LOCKARD  
*Vice President*  
ANTHONY BENVENUTTI  
DEMOND MULLEN  
BENJAMIN W. OLSZEWSKI  
NICHOLAS O. SCULL  
CHARLES M. WHITING



## OFFICIALS

PATRICK T. STASIO  
*Township Manager*  
JOHN D. BATES  
*Assistant Township Manager/Director of Finance*  
ALEX H. LEVY  
*Township Treasurer*  
SEAN P. KILKENNY, ESQ.  
*Township Solicitor*

## Agenda Summary

**Parks and Recreation Committee Meeting – January 27, 2025**  
**Parks and Recreation Committee Meeting – February 24, 2025**  
**Regular Meeting – March 3, 2025**

**Agenda Item:** 1. Montco 2040 Grant for PECO Trail Engineering, \$200,000  
2. DCNR Trails Grant, \$200,000

**Prepared by:** Katie Kollar, Director of Parks and Recreation

**Attachments:** Resolution R-2025-6  
Resolution R-2025-7

**Background / Analysis:** Upper Moreland Township was awarded a grant in the amount of \$2.45 Million for the construction of the PECO powerline trail from Blair Mill Road to Maryland Road at the Jamestown Village Apartments. These funds cannot be used for engineering. Our traffic engineer submitted a quote for engineering services of the trail in the amount of \$615,000.

**Fiscal Impact / Sources:** Montco 2040 Grant and DCNR Trails Grant for \$200,000 from each organization; balance of engineering to be paid by township funds and/or additional grant opportunities if applicable.

**Alternatives:** Fund the project or balance of the project pending grant approvals, with township funds

**Recommendation:** The Board of Commissioners approve the resolutions authorizing submission of applications to the Montco 2040 Grant and to the DCNR Trails Grant at the February 3, 2025 Regular Meeting.

**UPPER MORELAND TOWNSHIP  
MONTGOMERY COUNTY, PENNSYLVANIA**

**RESOLUTION NO. R-2025-6**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF UPPER MORELAND TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA, AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION FOR THE 2025 ROUND OF THE MONTCO 2040 IMPLEMENTATION GRANT PROGRAM FOR THE PECO POWERLINE TRAIL PROJECT.**

**WHEREAS**, Upper Moreland Township is located in Montgomery County, Pennsylvania (the “Township”); and

**WHEREAS**, Montgomery County has established the Montco 2040 Implementation Grant Program as a competitive funding program to assist municipalities in implementing the goals of the County Comprehensive Plan, *Montco 2040: A Shared Vision*; and

**WHEREAS**, the County is accepting applications for projects that advance specific goals under either of the County Comprehensive Plan’s three themes: Connecting Communities, Sustainable Places and a Vibrant Economy; and

**WHEREAS**, applications and projects must meet all standard requirements within the Montco 2040 Implementation Grant Program Guidebook; and

**WHEREAS**, the Township wishes to submit an application for a project which meets the County Comprehensive Plan’s themes known as the PECO Powerline Trail Project (the “Project”); and

**WHEREAS**, the Project involves the engineering and construction of a cross-county connector trail from Blair Mill Road to Maryland Avenue; and

**WHEREAS**, Upper Moreland Township wishes to obtain \$200,000 for the PECO Powerline Trail Project from the Montco 2040 Implementation Grant Program to provide funding; and

**WHEREAS**, Upper Moreland Township has pledged local matching funds for the Project; and

**WHEREAS**, the Township’s Parks and Recreation Committee has had occasion to review said Project during its February 24, 2025, public meeting and has recommended the Township submit applications for the same.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Commissioners of Upper Moreland Township hereby authorizes the Township Manager to prepare and file an application requesting funding for the Project; and hereby authorizes the Board President and Township Manager to sign any applications required on Upper Moreland Township’s behalf, as well as to

assemble such information as shall be required to pursue such applications as may be appropriate for funding under the Montco 2040 Implementation Grant Program for the Project.

I hereby certify that this Resolution was adopted by the Upper Moreland Township Board of Commissioners this 3rd day of March, 2025.

Attest:

**UPPER MORELAND TOWNSHIP  
BOARD OF COMMISSIONERS**

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Patrick T. Stasio, Secretary

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Clifton (Kip) McFatridge, President

**UPPER MORELAND TOWNSHIP  
MONTGOMERY COUNTY, PENNSYLVANIA**

**RESOLUTION NO. R-2025-7**

**A RESOLUTION OF THE UPPER MORELAND TOWNSHIP BOARD OF  
COMMISSIONERS AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION  
TO THE PENNSYLVANIA DEPARTMENT OF CONSERVATION AND NATURAL  
RESOURCES FOR THE PECO POWERLINE TRAIL PROJECT (BLAIR MILL TO  
MARYLAND AVENUE).**

**WHEREAS**, Upper Moreland Township (“Applicant”) desires to undertake the **PECO POWERLINE TRAIL PROJECT** (the “Project”); and

**WHEREAS**, the applicant desires to receive from the Department of Conservation and Natural Resources (the “Department”) a match grant in the amount of two-hundred thousand dollars (\$200,000) for the purpose of carrying out this Project; and

**WHEREAS**, the application package includes a document entitled “Terms and Conditions of Grant” and a document entitled “Grant Agreement Signature Page”; and

**WHEREAS**, the Applicant understands that the contents of the document entitled “Terms and Conditions of Grant,” including appendices referred to therein, will become the terms and conditions of a Grant Agreement between the applicant and the Department if the Applicant is awarded a grant; and

**NOW THEREFORE, it is resolved that:**

1. The “Grant Agreement Signature Page” may be signed by on behalf of the Applicant by Clifton (Kip) McFatridge, President of the Upper Moreland Township Board of Commissioners (“Official”).
2. If this Official signed the “Grant Agreement Signature Page” prior to the passage of this Resolution, this grant of authority applies retroactively to the date of signing.
3. If the Applicant is awarded a grant, the “Grant Agreement Signature Page” signed by the above Official, will become the Applicant/Grantee’s executed signature page for the Grant Agreement, and the Applicant/Grantee will be bound by the Grant Agreement.
4. Any amendment to the Grant Agreement may be signed on behalf of the Grantee by the Official who, at the time of signing of the amendment, has the title specified in paragraph one, and intends to be bound by the amendment.

I hereby certify that this Resolution was adopted by the Upper Moreland Township Board of Commissioners this 3rd day of March, 2025.

Attest:

**UPPER MORELAND TOWNSHIP  
BOARD OF COMMISSIONERS**

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Patrick T. Stasio, Secretary

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Clifton (Kip) McFatridge, President