

UPPER MERION TRANSPORTATION AUTHORITY
August 14, 2019
7:00 p.m.

REVISED AGENDA

- 1. PLEDGE OF ALLEGIANCE**
- 2. ATTENDANCE**
- 3. APPROVAL OF MEETING MINUTES: July 10, 2019**
- 4. NEW BUSINESS**
 - **Resolution 2019-01 re: Authorizing the Authority Engineer to issue requests for qualifications to transportation engineering firms to perform appropriate actions under Act 209**
 - **Resolution 2019-02 re: Authorizing the Authority's Director of Finance release the escrowed funds forthwith to Realen or its agent**
- 5. EXECUTIVE SECRETARY'S REPORT**
- 6. ENGINEER'S REPORT**
- 7. SOLICITOR'S REPORT**
- 8. FINANCIAL REPORT**
- 9. REQUISITION APPROVALS: August 14, 2019 in the amount of \$27,062.45**
- 11. ADJOURNMENT**

**UPPER MERION TRANSPORTATION AUTHORITY
JULY 10, 2019**

The members of the Upper Merion Transportation Authority met for their reorganization and regular meeting on Wednesday, July 10, 2019 in the Township Building, 175 West Valley Forge Road, King of Prussia, PA. The meeting was called to order at 7:02 p.m. and commenced with the pledge of allegiance.

ATTENDANCE

Tom Kohler, Chairman
Carlton Stuart, Secretary (Phoned-in)
Andrew Bahmueller, Assistant Secretary/Treasurer
Nicholas Hiriak, Director of Finance
Noah Marlier, Rudolph Clarke, LLC
Jack Smyth, Jr., P.E., Consulting Engineers, Boles Smyth Associates, Inc., (BSA)

ABSENT

Lou Zotti, Vice-Chairman
Marvin Meneeley, Treasurer
Greg Philips, BOS Liaison

CHAIRMAN'S COMMENTS:

Chairman Kohler announced there is a quorum present with Mr. Stuart on teleconference.

MEETING MINUTES APPROVAL:

It was moved by Mr. Bahmueller, seconded by Mr. Stuart, all voting "Aye" to approve the meeting minutes of June 12, 2019 as submitted. None opposed. Motion approved 3-0.

NEW BUSINESS

Motion to Assemble Act 209 Steering Committee

Mr. Marlier presented the general and broad motion that allows the Authority to take the steps necessary to put together a Steering Committee. There are certain requirements for who needs to be on the Steering Committee with Act 209. Mr. Marlier stated that next month he would put together a resolution so the Authority can put out a RFQ to have the process moving along with Act 209 and the Act 209 Study. Mr. Kohler noted the motion would be an update of the existing plan.

Authority Action:

It was moved by Mr. Kohler, seconded by Mr. Bahmueller, all voting "Aye" to approve the Motion to Assemble Act 2019 Steering Committee as presented. None opposed. Motion approved 3-0.

REQUISITIONS – July 10, 2019

Boles, Smyth Assoc., Inc.	\$ 16,953.45	Trout Creek Bridge Replacement Project for the Period 5-1-19 thru 5-31-19 Invoice #39
Boles, Smyth Assoc., Inc.	\$ 3,713.50	Relocation of North Gulph Road (SR 3039) for Period 5-1-19 thru 5-31-19 Invoice #66
Rudolph Clarke, LLC	\$ 297.00	Church Rd Bridge Invoice #71944
Rudolph Clarke, LLC	\$ 580.50	Realen Invoice #71945
Rudolph Clarke, LLC	\$ 985.50	General representation Invoice #71946
TOTAL:	\$22,529.95	

Authority Action:

It was moved by Mr. Stuart, seconded by Mr. Bahmueller, all voting “Aye” to approve the July 10, 2019 requisitions in the amount of \$22,529.95. None opposed. Motion approved 3-0.

EXECUTIVE SECRETARY’S REPORT – None.

ENGINEER’S REPORT

Relocated North Gulph Road, SR 0023 Section 2NG (Including Granite Block Restoration at Valley Forge Monument)

Ongoing coordination with the National Park Service (NPS) regarding proposals to replace an existing stone arch culvert within the Park and with the Asbestos Release Site (ARS) Area of Concern (AOC). It was determined that NPS not EPA has jurisdiction over the hazardous waste potential. The work that needs to happen with the culvert can all be done under a general permit from DEP as opposed to an individual permit. BSA submitted preliminary Right-of-Way (ROW) Plan to PennDOT for DM3 Plans review and the plan was approved pending completion of additional revisions and it was noted that BSA is currently revising the ROW plans to address the outstanding comments. Advancement has been made with the Utility Clearance process. PECO and AQUA have made relocations under what is now 23, having them move those lines into the relocated North Gulph Road area to follow the roadway. There has been a meeting with the PA Department of Environmental Protection (PADEP) to ensure that the GP-11 is adequate for this project. BSA is coordinating the Section 106 Consultation process for the project. A Categorical Exclusion document that gets prepared and reviewed by PennDOT and in this case would also be reviewed by FHWA. BSA is coordinating with the PennDOT Pavement Design Unit to obtain approval for the Granite Block repair project.

SR 0023, Section TCB – PA 23 Trout Creek Bridge

Mr. Smyth stated that the Safety Review is moving along. It was noted that both Relocated North Gulph Road and Trout Creek Bridge projects are at the same point of design which is coming to the end of preliminary engineering to submit the safety review and the environmental documentation. PennDOT recently modified the requirement for a safety review submission to include five years of

crash data instead of the previously required three years of data among other modifications and BSA is revising the submission package to reflect these new requirements. BSA is finalizing a preliminary Traffic Signal Plan (TSP) for the PA 23 Beidler Road intersection that does appear to meet warrants. Mancill Mill Road does not meet warrants for a traffic signal at PA 23.

Church Road Bridge over SEPTA Route 100 Line

Mr. Smyth noted that SEPTA did respond within the two weeks they were looking for coming out of the last Authority meeting. BSA was able to work with SEPTA's design specialist who prepared Exhibit C for the agreement. What was not included in the original or in the three year duration was the bussing for two weekend closures of the Route 100 Line. The cost is upwards of \$800,000.00 as shown on Exhibit C and at this time BSA recommends it be attached as submitted. It was clarified that this figure is an estimate and what is paid is the actual cost. BSA coordinated with the Solicitor, Mr. Marlier, regarding language for the General Reimbursement Agreements between PennDOT and the Authority to the Solicitor and status is ongoing. It was clarified that both the Reimbursement Agreements and D-419 Utility Clearance have to be sent together. BSA has received the outstanding forms from affected utility companies to complete the D-419. The Reimbursement Agreements for what PECO Gas and AQUA need to reimburse to the project for the work our contractors are going to do on their behalf are the two things being waited on from an agreement perspective. It was noted that once the D-419 Utility Clearance is received it can go into contract management at that point. The final structure plan for the Church Road Bridge itself needed to be revised because of the utility connection that went onto it and Mr. Smyth anticipates getting the final structure plans signed in the next couple weeks.

Public Comments:

A question was raised by a resident if January is still the possible start date for mobilization of the Church Road Bridge and Mr. Smyth stated if it went out to BID in the October timeframe it may be the end of January since it usually takes 60 to 90 days from the opening of the BID to get a Contract Notice to Proceed. It was then asked if a traffic study has been done for this detour as traffic has increased in the neighborhood and Mr. Smyth stated that recently there has not been one but there was one done for the traffic signal modifications for the timings that were done about four years ago. Mr. Smyth stated what would need to remain monitored are the stop sign intersections and Mr. Kohler mentioned that at the previous meeting it was noted communication remain with the Police Department to target enforcement in that area, making sure signs are up to date and stop bars are repainted. The resident expressed further concerns in his neighborhood. Matt Popek from the Upper Merion Township Planning Commission clarified that Henderson Road being included in the report for the BOS Workshop tomorrow is part of the overall preparing for the rail project.

Potential New PA Turnpike Interchange at Henderson Road

Mr. Smyth stated a meeting was held last week with DVRPC at which time DVRPC presented the No Build numbers they were looking at for the AM peak and PM peak. DVRPC also presented the Build AM peak figures. It was noted that they are gearing up for a public Open House in the October timeframe.

Prince Frederick Extension (PFE)

Continued coordination with the Glasgow Development team and as a result, the most current design was transmitted today, July 10th. The request for temporary construction easement that is associated with the Chester Valley Trail was also sent to them. A concept was developed to add a

right turn lane due to comments from PennDOT regarding the distance between the right turn traffic from Prince Frederick Extension and the trail crosswalk of US 202. In addition a concept was also developed due to the comments received from PennDOT regarding the need for a Saulin Boulevard left turn lane due to the proposed Prince Frederick left turn lane. Mr. Smyth further explained both concepts.

SOLICITOR'S REPORT

Mr. Marlier stated an executive session needs to follow this meeting.

FINANCIAL REPORT FOR MAY 2019

Mr. Hiriak, Finance Director, stated there has not been much change or movement of anything happening. He stated the expenses were outlined and noted that most of the big expenses are reimbursable and everything is on track.

ADDITIONAL BUSINESS - None.

ADJOURNMENT

There being no further business to come before the Authority, the meeting adjourned at 7:49 p.m.

THOMAS KOHLER
CHAIRMAN

mm
Minutes Approved:
Minutes Entered:

**UPPER MERION TRANSPORTATION AUTHORITY
RESOLUTION NO. 2019-01**

WHEREAS, the Upper Merion Transportation Authority (“Authority”) desires, pursuant to Pennsylvania Act 209 (“Act 209”), to perform an updated Highway Assessment Study;

WHEREAS, pursuant to Act 209, the Authority has empowered the Authority engineer and solicitor to take any and all required steps to form a steering committee in furtherance of performing an updated Highway Assessment Study;

WHEREAS, the Authority wishes to empower the Authority engineer, pursuant to Act 209, to solicit proposals from qualified and experienced transportation engineering firms to perform appropriate actions under Act 209 including, but not limited to, conducting and/or updating a Roadway Sufficiency Analysis and preparing and or updating a Land Use Assumption Report and Transportation Capital Improvement Plan;

BE IT RESOLVED, that the Authority does hereby designate and authorize the Authority engineer to take all reasonable and required steps to issue requests for qualifications to transportation engineering firms to perform the work described above.

ADOPTED at the public meeting of the Authority held on August 14, 2019. The instant Resolution shall be effective August 14, 2019.

ATTEST:

**UPPER MERION TRANSPORTATION
AUTHORITY**

EXECUTIVE SECRETARY

**THOMAS KOHLER
CHAIRMAN**

I hereby certify that the foregoing is a true and correct copy of the Resolution adopted August 14, 2019 at a regular meeting of the Board of Directors of the Authority held August 14, 2019.

BY: _____
Name: Mariluz Morales
Title: Authority Recording Secretary

Dated: _____

**UPPER MERION TRANSPORTATION AUTHORITY
RESOLUTION NO. 2019-02**

WHEREAS, on or about March 18, 2008 and June 14, 2012, the Upper Merion Transportation Authority (“Authority”) and Realen Valley Forge Greenes Associates (“Realen”) entered into agreements (“Agreements”) regarding, among other things, “highway assessment fees” and “off-site improvements” relative to land within the Township and more specifically described in a settlement agreement signed between Realen and Upper Merion Township on April 20, 2006;

WHEREAS, the Agreements call for the escrowing of highway assessment fees with those fees to be offset by certain defined off-site improvements;

WHEREAS, the Agreements state, “[The Agreements] shall be assignable by Realen in whole or in part to subsequent owners of all or any portion of the Town Center”;

WHEREAS, Realen subsequently entered into a “Restrictive Covenant” with JBG/King of Prussia Retail, L.L.C (“JBG”) regarding certain parcel or parcels of the land more fully described and referenced in the Realen and Upper Merion Township April 20, 2006 agreement. A true and correct copy of this Restrictive Covenant is attached hereto, incorporated herein, and labeled Exhibit “A”;

WHEREAS, on or about November 20, 2018, JBG paid into escrow with the Authority \$670,232.00 in highway assessment fees owed the Authority for the land described in the Restrictive Covenant;

WHEREAS, pursuant to the Agreements, Realen has performed certain “off-site improvements” costing equal to or more than the amount paid by JBG for its highway assessment fee;

WHEREAS, the Municipalities Authority Act (“Act”) allows for the release of escrowed funds by resolution.

BE IT RESOLVED, that the Authority does hereby designate and authorize that the Authority’s Director of Finance release the above-referenced escrowed funds forthwith to Realen or its agent.

ADOPTED at the public meeting of the Authority held on August 14, 2019. The instant Resolution shall be effective August 14, 2019.

ATTEST:

**UPPER MERION TRANSPORTATION
AUTHORITY**

EXECUTIVE SECRETARY

**THOMAS KOHLER
CHAIRMAN**

I hereby certify that the foregoing is a true and correct copy of the Resolution adopted August 14, 2019 at a regular meeting of the Board of Directors of the Authority held August 14, 2019.

BY: _____
Name: Mariluz Morales
Title: Authority Recording Secretary

Dated: _____

EXHIBIT A



RECORDER OF DEEDS
MONTGOMERY COUNTY
Nancy J. Becker

One Montgomery Plaza
Swede and Airy Streets ~ Suite 303
P.O. Box 311 ~ Norristown, PA 19404
Office: (610) 278-3289 ~ Fax: (610) 278-3869

DEED BK 5952 PG 01553 to 01571
INSTRUMENT # : 2015030557
RECORDED DATE: 05/04/2015 11:48:55 AM



3197378-0024.

MONTGOMERY COUNTY ROD

OFFICIAL RECORDING COVER PAGE

Page 1 of 19

Document Type: Deed Miscellaneous	Transaction #: 3201254 - 13 Doc(s)
Document Date: 04/23/2015	Document Page Count: 18
Reference Info:	Operator Id: dawhitner
RETURN TO: (Mail) FIRST AMERICAN TITLE INSURANCE COMPANY 50 S 16th St. Ste. 3010 Two Liberty Place Philadelphia, PA 19102	PAID BY: FIRST AMERICAN TITLE INSURANCE COMPANY
* PROPERTY DATA:	
Parcel ID #: 58-00-17494-00-9	58-00-17494-01-8
Address: 200 MAIN ST	200 VILLAGE DR
Municipality: PA	PA
School District:	


*** ASSOCIATED DOCUMENT(S):**

FEES / TAXES:

Recording Fee: Deed Miscellaneous	\$69.00
Additional Pages Fee	\$28.00
Additional Parcels Fee	\$15.00
Additional Names Fee	\$5.00
Total:	\$117.00

DEED BK 5952 PG 01553 to 01571
Recorded Date: 05/04/2015 11:48:55 AM

I hereby CERTIFY that
this document is
recorded in the
Recorder of Deeds
Office in Montgomery
County, Pennsylvania.



Nancy J. Becker

Nancy J. Becker
Recorder of Deeds

PLEASE DO NOT DETACH

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

NOTE: If document data differs from cover sheet, document data always supersedes.
*COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT FOR ANY ADDITIONAL INFORMATION.

RECORDER OF DEEDS
MONTGOMERY COUNTY
2015 MAY -4 AM 9:56

Record and Return To:
First American Title Insurance Co.
Two Liberty Place, Suite 3010
50 South 16th Street
Philadelphia, PA 19102
461637-1

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

First American Title Insurance Company
Attention: Kelly S. Guarnieri, Esq.
30 N. LaSalle Street, Suite 2700
Chicago, IL 60602

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
58-00-17494-01-8 UPPER MERION
200 VILLAGE DR

REALEN VALLEY FORGE GREENES ASSOCIATES \$15.00
B 007 U 031 L 10 2209 DATE: 05/04/2015 CS

PREPARED BY:

Foley & Lardner LLP
Attention: Sarah O. Jelencic, Esq.
777 East Wisconsin Avenue
Milwaukee, WI 53202

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
58-00-17494-00-9 UPPER MERION
200 MAIN ST

REALEN VALLEY FORGE GREENES ASSOCIATES \$15.00
B 007 U 030 L 9 2210 DATE: 05/04/2015 CS

Parcel Nos.:) 58-00-17494-009
) 58-00-17494-018

(Space above this line for recorders use only)

RESTRICTIVE COVENANT

THIS RESTRICTIVE COVENANT ("Restrictive Covenant") is dated as of the 23RD day of April, 2015 and made effective as of the 30TH day of April, 2015, between REALEN VALLEY FORGE GREENES ASSOCIATES, a Pennsylvania general partnership ("Seller") and JBG/KING OF PRUSSIA RETAIL, L.L.C., a Delaware limited liability company ("Buyer"), who agree as follows:

A. Buyer (as the successor-in-interest to JBG Rosenfeld Retail Associates LLC, a Maryland limited liability company, pursuant to an Assignment and Assumption of Real Estate Purchase and Sale Agreement dated as of March 26, 2015) and Seller have previously entered into that agreement titled "Real Estate Purchase and Sale Agreement" dated August 20, 2013, as amended ("Purchase Agreement") pursuant to which Buyer has acquired, and is now the fee owner, of that certain real property located in Montgomery County, Pennsylvania described in Exhibit A attached hereto (the "Property").

B. Pursuant to the Purchase Agreement, Buyer is required to subject its Property to certain covenants and restrictions upon conveyance of the Property to Buyer.

C. The parties are entering into this Restrictive Covenant to set forth such covenants and restrictions.

NOW, THEREFORE, in consideration of the mutual promises set forth below and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, Seller and Buyer agree as follows:

18/14

1. **Capitalized Terms.** Any capitalized terms not otherwise defined in this Restrictive Covenant shall have the meanings set forth in the Purchase Agreement.

2. **Use of Credits.** Pursuant to Section 7.7 of the Purchase Agreement, subject to the terms and conditions thereof, Buyer and its successors and assigns are obligated to pay to Seller certain sums in connection with the transfer of Credits (as such term is defined below), which Section is stated in full as follows:

7.7 Transfer of Credits. Buyer and Seller acknowledge that pursuant to Section 7.d of the First Amendment to the Settlement Agreement between Seller and The Township dated June 14, 2012 that Seller obtained certain credits against fees, taxes, assessments and other development charges (collectively, "**Credits**") imposed by the Township. In connection with the initial development and construction of the Property contemplated by the final approved Land Development Plan (but not with respect to any subsequent construction or redevelopment), Buyer shall, to the maximum extent allowed by the Township, satisfy its obligation to pay those fees, taxes and other charges identified in the aforementioned section of the First Amendment to the Settlement Agreement through the use of the Credits on an incremental basis. After Closing, upon written request from Buyer to Seller specifying the total Credits that Buyer will require, Seller shall transfer to Buyer the requested Credits in a manner and form approved by the Township. Buyer shall pay to Seller the amount of the Credits transferred to Buyer no later than fifteen (15) days after the date Seller transfers such Credits. Any sums not paid within such fifteen (15) day period shall accrue interest from the date Seller transfers such Credits at the rate of nine and fifty hundredths percent (9.50%) per annum, compounded monthly, until such sums are paid in full.

The provisions of this Section shall apply to Buyer's successors and assigns as initial developer of the Land and the Improvements and, unless and until the initial development and construction of the Property in accordance with the final approved Land Development Plan shall have been completed, Buyer shall include in any sale and purchase agreement, or other type of agreement affecting the Property, a provision similar to this Section requiring any such successors and assigns to use Seller's available Credits as provided in this Section and to pay any amounts due to Seller for the transfer of such Credits. At Closing, the parties shall execute that certain instrument titled "Buyer's Covenant" in the form and content of Exhibit P attached hereto and Buyer's Covenant shall be recorded among the Land Records at Closing. The provisions of this Section shall survive Closing indefinitely.

3. **Impact Fees.** Pursuant to Section 7.6 of the Purchase Agreement, subject to the terms and conditions thereof, Buyer and its successors and assigns are obligated to pay all Impact Fees (as such term is defined below) in connection with the development, construction and occupancy of the land conveyed hereunder, which Section is stated in full as follows:

7.6 Impact Fees. Buyer shall be solely responsible for all impact fees, connection fees and other development charges, fees, taxes and assessments imposed by the Township and/or any other governmental authorities in connection with Buyer's development, construction and occupancy of Buyer's Improvements, including, but not limited to all fees and expenses required by the Transportation Agreement and Settlement Agreement (collectively, the "**Impact Fees**"). All credits against Impact Fees granted to Seller or which may become available to Seller pursuant to the Settlement Agreement,

the Transportation Agreement and/or any other agreement executed by Seller related to all or any portion of the Entire Tract shall exclusively belong to Seller. The provisions of this Section shall survive Closing indefinitely.

4. **Purpose of Restrictive Covenant.** This Restrictive Covenant is intended to set forth of record certain provisions of the Purchase Agreement. It is not intended to supersede or modify any of such provisions. The omission from this Restrictive Covenant of any of the terms of the Purchase Agreement shall have no significance whatsoever and shall not be deemed to be a waiver, modification, or limitation of any of such terms.

5. **Miscellaneous.**

(a) **Runs With the Land.** Buyer on behalf of itself and its successors and assigns agrees that this Restrictive Covenant is intended by Seller and Buyer to be a covenant that runs with the land and is binding on Buyer and its successors and assigns. Upon breach of this Restrictive Covenant, Seller, including its successors and assigns, shall have the right to all rights and remedies pursuant to applicable Pennsylvania law.

(b) **Interpretation.** The headings in this Restrictive Covenant are for reference only and shall not limit or define the meaning of any provision. The Recitals set forth in this Restrictive Covenant and the Exhibits attached to this Restrictive Covenant are incorporated in and made a part of this Restrictive Covenant. If any date upon which action is required under this Restrictive Covenant shall be a Saturday, Sunday or legal holiday in the State of Pennsylvania, the date for such action shall be extended to the first business day after such date which is not a Saturday, Sunday or legal holiday in the State of Pennsylvania. Time shall be of the essence as to all matters under this Restrictive Covenant.

(c) **No Implied Waiver.** No failure or delay by either party in exercising any right or power accruing upon the other party's default or breach under any of the provisions of this Restrictive Covenant shall impair or be construed to be a waiver of any such right or power, whether for the same or any subsequent default or breach and whether concerning the same or any different provision of this Restrictive Covenant.

(d) **Governing Law.** This Restrictive Covenant shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, excluding choice of law principles.

(e) **Amendments and Waivers.** This Restrictive Covenant may not be modified except by an instrument in writing signed by the all of the parties or their respective successors or assigns. Any waiver under this Restrictive Covenant shall be in writing, signed by the party to be charged with the waiver.

(f) **Partial Invalidity.** If any provision of this Restrictive Covenant shall be held invalid or unenforceable by any court of competent jurisdiction, such invalidity or unenforceability shall not affect any other provision and this Restrictive Covenant shall be construed as if such invalid or unenforceable provision were never contained in this Restrictive Covenant.

(g) **No Third Party Beneficiaries.** The parties intend that there shall be no third party beneficiaries of this Restrictive Covenant and this Restrictive Covenant shall be enforceable only by the parties to this Restrictive Covenant and their respective successors and assigns.

(h) **Counterparts.** This Restrictive Covenant may be executed simultaneously in two

or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. Counterpart signature pages, each signed by a party, may be appended to a single copy of this Restrictive Covenant and such copy shall be deemed to be an original of this Restrictive Covenant.

(i) Waiver of Jury Trial. EACH PARTY WAIVES ALL RIGHT TO A JURY TRIAL WITH RESPECT TO ANY DISPUTE RELATING TO OR ARISING OUT OF THIS RESTRICTIVE COVENANT AND ACKNOWLEDGES THAT THIS WAIVER IS MADE KNOWINGLY, VOLUNTARILY, AND AFTER CONSULTING WITH (OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH) COUNSEL OF ITS OWN CHOOSING AS TO THE MEANING OF THIS WAIVER.

(j) No Partnership. The provisions of this Restrictive Covenant are not intended to create, nor shall they in any way be interpreted to create, a joint venture, partnership, or other similar relationship between the parties.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have signed, sealed and delivered these presents as their own free act and deed as of the day and year first written above.

SELLER:

REALEN VALLEY FORGE GREENES ASSOCIATES,
a Pennsylvania general partnership

By: THE NORTHWESTERN MUTUAL LIFE
INSURANCE COMPANY, a Wisconsin corporation, its
managing venturer

By: Northwestern Mutual Investment Management
Company, LLC,
a Delaware limited liability company,
its wholly-owned affiliate



By: [Signature]
Name: Daniel M. Flesch
Its: Director



Attest: [Signature]
Thomas O. Rabenn,
Assistant Secretary (corporate seal)

By: REALEN GOLF COMMUNITIES, LP,
a Pennsylvania limited partnership, a partner

By: Realen Golf Development Corp.,
its general partner

By: _____
Name: _____
Its: _____

{Signatures continue on next page}

[Signature Page to Buyer's Restrictive Covenant]

IN WITNESS WHEREOF, the parties have signed, sealed and delivered these presents as their own free act and deed as of the day and year first written above.

SELLER:

REALEN VALLEY FORGE GREENES ASSOCIATES,
a Pennsylvania general partnership

By: THE NORTHWESTERN MUTUAL LIFE
INSURANCE COMPANY, a Wisconsin corporation, its
managing venturer

By: Northwestern Mutual Investment Management
Company, LLC,
a Delaware limited liability company,
its wholly-owned affiliate

By: _____

Name: _____

Its: Managing Director

Attest: _____

Assistant Secretary (corporate seal)

By: REALEN GOLF COMMUNITIES, LP,
a Pennsylvania limited partnership, a partner

By: Realen Golf Development Corp.,
its general partner

By:  _____ ^{DM}

Name: Dennis Maloomian

Its: President


{Signatures continue on next page}

BUYER:

JBG/KING OF PRUSSIA RETAIL, L.L.C.,
a Delaware limited liability company

By: **JBG/KOP Retail Member, L.L.C.,**
a Delaware limited liability company,
its managing member

By: **JBG/Company Manager IV, L.L.C.,**
a Delaware limited liability company,
its managing member

By: 
Name: Jay Krue
Title: Authorized Signatory

By: **The Northwestern Mutual Life Insurance Company,**
a Wisconsin corporation, its member

By: **Northwestern Mutual Investment**
Management Company, LLC,
a Delaware limited liability company,
its wholly-owned affiliate

By: _____
Name: _____
Title: **Managing Director**

Attest: _____

Assistant Secretary (corporate seal)

{Acknowledgements on next page}

[Signature Page to Buyer's Restrictive Covenant]

BUYER:

JBG/KING OF PRUSSIA RETAIL, L.L.C.,
a Delaware limited liability company

By: JBG/KOP Retail Member, L.L.C.,
a Delaware limited liability company,
its managing member

By: JBG/Company Manager IV, L.L.C.,
a Delaware limited liability company,
its managing member

By: _____
Name: _____
Title: _____

By: The Northwestern Mutual Life Insurance Company,
a Wisconsin corporation, its member

By: Northwestern Mutual Investment
Management Company, LLC,
a Delaware limited liability company,
its wholly-owned affiliate

By: *Daniel M. Flesch*
Name: Daniel M. Flesch
Title: Director



Attest: *Thomas O. Rabern*
Thomas O. Rabern,
Assistant Secretary (corporate seal)

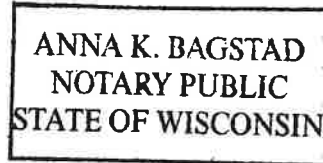


{Acknowledgements on next page}

[Signature Page to Buyer's Restrictive Covenant]

STATE OF WISCONSIN)
) ss
COUNTY OF MILWAUKEE)

On April 24th, 2015, before me, Anna K. Bagstad, a Notary Public in and for said State, personally appeared Daniel M. Flesch and Thomas O. Rabenn, personally known to me (or proved to me on the basis of satisfactory evidence) to be the Director and Assistant Secretary, respectively, of Northwestern Mutual Investment Management Company, LLC, on behalf of THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY and acknowledged to me that they executed said instrument for the purposes and considerations therein expressed, and as the act of said company on behalf of THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY as the managing venturer of REALEN VALLEY FORGE GREENES ASSOCIATES.



WITNESS my hand and official seal.
Anna K. Bagstad
Anna K. Bagstad, Notary Public
My Commission October 30, 2018

STATE OF _____)
) ss
COUNTY OF _____)

On April __, 2015, before me, _____, a Notary Public in and for said State, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the _____ of Realen Golf Development Corp., on behalf of Realen Golf Communities, LP and acknowledged to me that he/she executed said instrument for the purposes and considerations therein expressed, and as the act of said corporation on behalf of Realen Golf Communities, LP, as a partner of REALEN VALLEY FORGE GREENES ASSOCIATES.

WITNESS my hand and official seal.

Notary Public
My Commission _____

[Acknowledgments to Buyer's Restrictive Covenant]

STATE OF WISCONSIN)
) ss
COUNTY OF MILWAUKEE)

On April _____, 2015, before me, _____, a Notary Public in and for said State, personally appeared _____ and _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the Managing Director and Assistant Secretary, respectively, of Northwestern Mutual Investment Management Company, LLC, on behalf of THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY and acknowledged to me that they executed said instrument for the purposes and considerations therein expressed, and as the act of said company on behalf of THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY as the managing venturer of REALEN VALLEY FORGE GREENES ASSOCIATES.

WITNESS my hand and official seal.

Notary Public
My Commission _____

STATE OF FL)
) ss
COUNTY OF Lee)

On April 23, 2015, before me, Kathryn Torres, a Notary Public in and for said State, personally appeared Dennis Malboornien, personally known to me (or proved to me on the basis of satisfactory evidence) to be the Pres. of Realen Golf Development Corp., on behalf of Realen Golf Communities, LP and acknowledged to me that he/she executed said instrument for the purposes and considerations therein expressed, and as the act of said corporation on behalf of Realen Golf Communities, LP, as a partner of REALEN VALLEY FORGE GREENES ASSOCIATES.

WITNESS my hand and official seal.

Kathryn Torres
Notary Public
My Commission _____



[Acknowledgments to Buyer's Restrictive Covenant]

STATE OF Maryland)
) ss
COUNTY OF Montgomery)

On April 24th, 2015, before me, Teresa N. Tilles, a Notary Public in and for said State, personally appeared Jay King, personally known to me (or proved to me on the basis of satisfactory evidence) to be the Authorized Signatory of JBG/Company Manager IV, L.L.C., on behalf of JBG/KOP Retail Member, L.L.C. and acknowledged to me that they executed said instrument for the purposes and considerations therein expressed, and as the act of said company on behalf of JBG/KOP Retail Member, L.L.C. as the managing member of JBG/KING OF PRUSSIA RETAIL, L.L.C.

TERESA N TILLES
NOTARY PUBLIC
FREDERICK COUNTY
MARYLAND
MY COMMISSION EXPIRES MAY 5, 2016

WITNESS my hand and official seal.
[Signature]
Notary Public
My Commission May 5, 2016

STATE OF WISCONSIN)
) ss
COUNTY OF MILWAUKEE)

On April _____, 2015, before me, _____, a Notary Public in and for said State, personally appeared _____ and _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the Managing Director and Assistant Secretary, respectively, of Northwestern Mutual Investment Management Company, LLC, on behalf of THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY and acknowledged to me that they executed said instrument for the purposes and considerations therein expressed, and as the act of said company on behalf of THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY as a member of JBG/KING OF PRUSSIA RETAIL, L.L.C.

WITNESS my hand and official seal.

Notary Public
My Commission _____

[Acknowledgments to Buyer's Restrictive Covenant]

STATE OF _____)
) ss
COUNTY OF _____)

On April _____, 2015, before me, _____, a Notary Public in and for said State, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the _____ of JBG/Company Manager IV, L.L.C., on behalf of JBG/KOP Retail Member, L.L.C. and acknowledged to me that they executed said instrument for the purposes and considerations therein expressed, and as the act of said company on behalf of JBG/KOP Retail Member, L.L.C. as the managing member of JBG/KING OF PRUSSIA RETAIL, L.L.C.

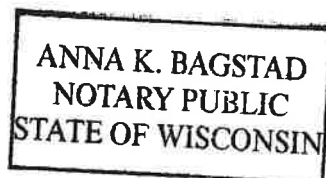
WITNESS my hand and official seal.

Notary Public
My Commission _____

STATE OF WISCONSIN)
) ss
COUNTY OF MILWAUKEE)

On April 24, 2015, before me, Anna K. Bagstad, a Notary Public in and for said State, personally appeared Daniel M. Flesch and Thomas O. Rabenn, personally known to me (or proved to me on the basis of satisfactory evidence) to be the Director and Assistant Secretary, respectively, of Northwestern Mutual Investment Management Company, LLC, on behalf of THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY and acknowledged to me that they executed said instrument for the purposes and considerations therein expressed, and as the act of said company on behalf of THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY as a member of JBG/KING OF PRUSSIA RETAIL, L.L.C.

WITNESS my hand and official seal.



Anna K. Bagstad

Anna K. Bagstad
Notary Public
My Commission October 30, 2018

[Acknowledgments to Buyer's Restrictive Covenant]

EXHIBIT A

LAND SITUATED IN THE TOWNSHIP OF UPPER MERION, COUNTY OF MONTGOMERY, COMMONWEALTH OF PENNSYLVANIA, AND DESCRIBED AS FOLLOWS:

Parcel A (JBGR Parcel #1)

ALL THAT CERTAIN PARCEL OR STRIP OF LAND SITUATE IN UPPER MERION TOWNSHIP, MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA, SHOWN AS LOT 9 ON THE FINANCIAL SUBDIVISION PLAN, ENTITLED "THE VILLAGE AT VALLEY FORGE, NORTH GULPH ROAD, UPPER MERION TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA," PREPARED BY GILMORE & ASSOCIATES INC., DESIGNATED JOB NO. 04-0124K, DATED AUGUST 12, 2010, REVISED ON JANUARY 6, 2015, FOR LOT 9 & LOT 10, AND RECORDED MARCH 20, 2015, IN PLAN BOOK 42 AT PAGE 75 OF THE MONTGOMERY COUNTY, PENNSYLVANIA, RECORDER OF DEEDS OFFICE, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SWEDSFORD ROAD (A.K.A. L.R. 143, A.K.A. S.R. 1010, A.K.A. DEKALB PIKE, VARIABLE WIDTH RIGHT-OF-WAY), AT ITS INTERSECTION WITH THE RADIUS CONNECTING THE NORTHERLY RIGHT-OF-WAY LINE OF SWEDSFORD ROAD WITH THE WESTERLY RIGHT-OF-WAY LINE OF MARKET STREET (VARIABLE WIDTH RIGHT-OF-WAY), FROM SAID POINT OF BEGINNING, RUNNING THENCE;

THE FOLLOWING FIVE (5) COURSES AND DISTANCES ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SWEDSFORD ROAD:

1. SOUTH 77 DEGREES - 47 MINUTES - 56 SECONDS WEST, A DISTANCE OF 367.10 FEET TO A POINT, THENCE;
2. SOUTH 12 DEGREES - 12 MINUTES - 04 SECONDS EAST, A DISTANCE OF 9.75 FEET TO A POINT, THENCE;
3. SOUTH 77 DEGREES - 47 MINUTES - 56 SECONDS WEST, A DISTANCE OF 225.00 FEET TO A POINT, THENCE;
4. SOUTH 12 DEGREES - 12 MINUTES - 04 SECONDS EAST, A DISTANCE OF 5.00 FEET TO A POINT, THENCE;
5. SOUTH 77 DEGREES - 47 MINUTES - 56 SECONDS WEST, A DISTANCE OF 6.26 FEET TO A POINT, THENCE;

THE FOLLOWING FOUR (4) COURSES AND DISTANCES ALONG THE EASTERLY RIGHT-OF-WAY LINE OF PROPOSED BRYCE LANE:

6. ALONG THE ARC OF A NON-TANGENT CIRCLE CURVING TO THE RIGHT, HAVING A RADIUS OF 44.33 FEET, A CENTRAL ANGLE OF 32 DEGREES - 43 MINUTES - 20 SECONDS, AN ARC LENGTH OF 25.32 FEET, A CHORD BEARING NORTH 65 DEGREES - 28 MINUTES - 13 SECONDS WEST AND A CHORD DISTANCE OF 24.97 FEET TO A POINT, THENCE;

7. ALONG THE ARC OF A COMPOUND CIRCLE CURVING TO THE RIGHT, HAVING A RADIUS OF 129.33 FEET, A CENTRAL ANGLE OF 32 DEGREES - 11 MINUTES - 00 SECONDS, AN ARC LENGTH OF 72.65 FEET, A CHORD BEARING NORTH 33 DEGREES - 01 MINUTES - 03 SECONDS WEST AND A CHORD DISTANCE OF 71.69 FEET TO A POINT, THENCE;

8. NORTH 12 DEGREES - 12 MINUTES - 04 SECONDS WEST, A DISTANCE OF 143.81 FEET TO A POINT, THENCE;

9. NORTH 11 DEGREES - 34 MINUTES - 40 SECONDS WEST, A DISTANCE OF 614.75 FEET TO A POINT, THENCE;

10. ALONG THE ARC OF A TANGENT CIRCLE CURVING TO THE RIGHT, HAVING A RADIUS OF 24.33 FEET, A CENTRAL ANGLE OF 88 DEGREES - 26 MINUTES - 44 SECONDS, AN ARC LENGTH OF 37.56 FEET, A CHORD BEARING NORTH 34 DEGREES - 13 MINUTES - 23 SECONDS EAST AND A CHORD DISTANCE OF 33.94 FEET TO A POINT, THENCE;

THE FOLLOWING TEN (10) COURSES AND DISTANCES ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF PROPOSED VILLAGE DRIVE:

11. ALONG THE ARC OF A TANGENT CIRCLE CURVING TO THE RIGHT, HAVING A RADIUS OF 6.80 FEET, A CENTRAL ANGLE OF 90 DEGREES - 00 MINUTES - 12 SECONDS, AN ARC LENGTH OF 10.68 FEET, A CHORD BEARING SOUTH 56 DEGREES - 34 MINUTES - 46 SECONDS EAST AND A CHORD DISTANCE OF 9.62 FEET TO A POINT, THENCE;

12. SOUTH 11 DEGREES - 34 MINUTES - 40 SECONDS EAST, A DISTANCE OF 1.20 FEET TO A POINT, THENCE;

13. NORTH 78 DEGREES - 25 MINUTES - 20 SECONDS EAST, A DISTANCE OF 185.34 FEET TO A POINT, THENCE;

14. NORTH 11 DEGREES - 34 MINUTES - 40 SECONDS WEST, A DISTANCE OF 0.67 FEET TO A POINT, THENCE;

15. ALONG THE ARC OF A TANGENT CIRCLE CURVING TO THE RIGHT, HAVING A RADIUS OF 7.33 FEET, A CENTRAL ANGLE OF 90 DEGREES - 00 MINUTES - 00 SECONDS, AN ARC LENGTH OF 11.51 FEET, A CHORD BEARING NORTH 33 DEGREES - 25 MINUTES - 20 SECONDS EAST AND A CHORD DISTANCE OF 10.37 FEET TO A POINT, THENCE;

16. NORTH 78 DEGREES - 25 MINUTES - 20 SECONDS EAST, A DISTANCE OF 300.62 FEET TO A POINT, THENCE;

17. ALONG THE ARC OF A TANGENT CIRCLE CURVING TO THE RIGHT, HAVING A RADIUS OF 49.33 FEET, A CENTRAL ANGLE OF 17 DEGREES - 20 MINUTES - 31 SECONDS, AN ARC LENGTH OF 14.93 FEET, A CHORD BEARING NORTH 87 DEGREES - 05 MINUTES - 35 SECONDS EAST AND A CHORD DISTANCE OF 14.87 FEET TO A POINT, THENCE;

18. SOUTH 84 DEGREES - 14 MINUTES - 09 SECONDS EAST, A DISTANCE OF 47.54 FEET TO A POINT, THENCE;

19. ALONG THE ARC OF A NON-TANGENT CIRCLE CURVING TO THE LEFT, HAVING A RADIUS OF 150.67 FEET, A CENTRAL ANGLE OF 17 DEGREES - 20 MINUTES - 31 SECONDS, AN ARC LENGTH OF 45.60 FEET, A CHORD BEARING NORTH 87 DEGREES - 05 MINUTES - 35 SECONDS EAST AND A CHORD DISTANCE OF 45.43 FEET TO A POINT, THENCE;

20. NORTH 78 DEGREES - 25 MINUTES - 20 SECONDS EAST, A DISTANCE OF 24.18 FEET TO A POINT, THENCE;

21. ALONG THE ARC OF A TANGENT CIRCLE CURVING TO THE RIGHT, CONNECTING THE SOUTHERLY RIGHT-OF-WAY LINE OF PROPOSED VILLAGE DRIVE WITH THE WESTERLY RIGHT-OF-WAY LINE OF PROPOSED MARKET STREET, HAVING A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF 90 DEGREES - 00 MINUTES - 00 SECONDS, AN ARC LENGTH OF 62.83 FEET, A CHORD BEARING SOUTH 56 DEGREES - 34 MINUTES - 40 SECONDS EAST AND A CHORD DISTANCE OF 56.57 FEET TO A POINT, THENCE;

THE FOLLOWING FIVE (5) COURSES AND DISTANCES ALONG THE WESTERLY RIGHT-OF-WAY LINE OF PROPOSED MARKET STREET:

22. SOUTH 11 DEGREES - 34 MINUTES - 40 SECONDS EAST, A DISTANCE OF 132.48 FEET TO A POINT, THENCE;

23. ALONG THE ARC OF A TANGENT CIRCLE CURVING TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 53 DEGREES - 07 MINUTES - 48 SECONDS, AN ARC LENGTH OF 23.18 FEET, A CHORD BEARING SOUTH 14 DEGREES - 59 MINUTES - 14 SECONDS WEST AND A CHORD DISTANCE OF 22.36 FEET TO A POINT, THENCE;

24. SOUTH 11 DEGREES - 34 MINUTES - 40 SECONDS EAST, A DISTANCE OF 34.96 FEET TO A POINT, THENCE;

25. ALONG THE ARC OF A NON-TANGENT CIRCLE CURVING TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 53 DEGREES - 07 MINUTES - 48 SECONDS, AN ARC LENGTH OF 23.18 FEET, A CHORD BEARING SOUTH 38 DEGREES - 08 MINUTES - 34 SECONDS EAST AND A CHORD DISTANCE OF 22.36 FEET TO A POINT, THENCE;

26. SOUTH 11 DEGREES - 34 MINUTES - 40 SECONDS EAST, A DISTANCE OF 523.71 FEET TO A POINT, THENCE;

27. ALONG THE ARC OF A TANGENT CIRCLE CURVING TO THE RIGHT, CONNECTING THE WESTERLY RIGHT-OF-WAY LINE OF PROPOSED MARKET STREET WITH THE NORTHERLY RIGHT-OF-WAY LINE OF SWEDESFORD ROAD, HAVING A RADIUS OF 48.00 FEET, A CENTRAL ANGLE OF 89 DEGREES - 22 MINUTES - 36 SECONDS, AN ARC LENGTH OF 74.88 FEET, A CHORD BEARING SOUTH 33 DEGREES - 06 MINUTES - 38 SECONDS WEST AND A CHORD DISTANCE OF 67.51 FEET TO THE POINT AND PLACE OF BEGINNING.

CONTAINING 582,348 SQUARE FEET OR 13.37 ACRES

THIS DESCRIPTION WAS WRITTEN BASED UPON A MAP ENTITLED "ALTA/ACSM LAND TITLE SURVEY, VALLEY FORGE URBAN VILLAGE, GUTHRIE ROAD AND EAST SWEDESFORD ROAD, PART OF UNIT 4, BLOCK 7, APN#58-00-17494-007, UPPER MERION TOWNSHIP, MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA", PREPARED

BY CONTROL POINT ASSOCIATES, INC., DATED 4-11-2013, LAST REVISED 4-7-2015, FILE NO. CP11165.01J, SHEET 1-3 OF 3.

Parcel B (JBGR Parcel #2)

ALL THAT CERTAIN PARCEL OR STRIP OF LAND SITUATE IN UPPER MERION TOWNSHIP, MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA, SHOWN AS LOT 10 ON THE FINANCIAL SUBDIVISION PLAN, ENTITLED "THE VILLAGE AT VALLEY FORGE, NORTH GULPH ROAD, UPPER MERION TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA," PREPARED BY GILMORE & ASSOCIATES INC., DESIGNATED JOB NO. 04-0124K, DATED AUGUST 12, 2010, REVISED ON JANUARY 6, 2015, FOR LOT 9 & LOT 10, AND RECORDED MARCH 20, 2015, IN PLAN BOOK 42 AT PAGE 75 OF THE MONTGOMERY COUNTY, PENNSYLVANIA, RECORDER OF DEEDS OFFICE, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF PROPOSED MARKET STREET THE FOLLOWING SIX (6) COURSES AND DISTANCES FROM THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF PROPOSED MARKET STREET (VARIABLE WIDTH RIGHT-OF-WAY) AND THE NORTHERLY RIGHT-OF-WAY LINE OF SWEDESFORD ROAD (A.K.A. L.R. 143, A.K.A. S.R. 1010, A.K.A. DEKALB PIKE, VARIABLE WIDTH RIGHT-OF-WAY):

A. ALONG THE ARC OF A TANGENT CIRCLE CURVING TO THE RIGHT, CONNECTING THE WESTERLY RIGHT-OF-WAY LINE OF PROPOSED MARKET STREET WITH THE NORTHERLY RIGHT-OF-WAY LINE OF SWEDESFORD ROAD, HAVING A RADIUS OF 48.00 FEET, A CENTRAL ANGLE OF 89 DEGREES - 22 MINUTES - 36 SECONDS, AN ARC LENGTH OF 74.88 FEET, A CHORD BEARING NORTH 33 DEGREES - 06 MINUTES - 38 SECONDS EAST AND A CHORD DISTANCE OF 67.51 FEET TO THE POINT AND PLACE OF BEGINNING.

B. NORTH 11 DEGREES - 34 MINUTES - 40 SECONDS WEST, A DISTANCE OF 523.71 FEET TO A POINT, THENCE;

C. ALONG THE ARC OF A TANGENT CIRCLE CURVING TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 53 DEGREES - 07 MINUTES - 48 SECONDS, AN ARC LENGTH OF 23.18 FEET, A CHORD BEARING NORTH 38 DEGREES - 08 MINUTES - 34 SECONDS WEST AND A CHORD DISTANCE OF 22.36 FEET TO A POINT, THENCE;

D. NORTH 11 DEGREES - 34 MINUTES - 40 SECONDS WEST, A DISTANCE OF 34.96 FEET TO A POINT, THENCE;

E. ALONG THE ARC OF A TANGENT CIRCLE CURVING TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 53 DEGREES - 07 MINUTES - 48 SECONDS, AN ARC LENGTH OF 23.18 FEET, A CHORD BEARING NORTH 14 DEGREES - 59 MINUTES - 14 SECONDS EAST AND A CHORD DISTANCE OF 22.36 FEET TO A POINT, THENCE;

F. NORTH 11 DEGREES - 34 MINUTES - 40 SECONDS WEST, A DISTANCE OF 132.48 FEET TO A POINT, THENCE;

G. NORTH 11 DEGREES - 32 MINUTES - 46 SECONDS WEST, A DISTANCE OF 105.34 FEET TO THE TRUE POINT OF BEGINNING, RUNNING, THENCE;

1. ALONG THE ARC OF A CIRCLE CURVING TO THE RIGHT, CONNECTING THE NORTHERLY RIGHT-OF-WAY LINE OF PROPOSED VILLAGE DRIVE WITH THE WESTERLY RIGHT-OF-WAY LINE OF PROPOSED MARKET STREET, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90 DEGREES - 00 MINUTES - 00 SECONDS, AN ARC LENGTH OF 31.42 FEET, A CHORD BEARING SOUTH 33 DEGREES - 25 MINUTES - 20 SECONDS WEST AND A CHORD DISTANCE OF 28.28 FEET TO A POINT, THENCE;

THE FOLLOWING SIX (6) COURSES AND DISTANCES ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF PROPOSED VILLAGE DRIVE:

2. SOUTH 78 DEGREES - 25 MINUTES - 20 SECONDS WEST, A DISTANCE OF 98.87 FEET TO A POINT, THENCE;

3. ALONG THE ARC OF A TANGENT CIRCLE CURVING TO THE RIGHT, HAVING A RADIUS OF 149.33 FEET, A CENTRAL ANGLE OF 08 DEGREES - 38 MINUTES - 39 SECONDS, AN ARC LENGTH OF 22.53 FEET, A CHORD BEARING SOUTH 82 DEGREES - 44 MINUTES - 40 SECONDS WEST AND A CHORD DISTANCE OF 22.51 FEET TO A POINT, THENCE;

4. ALONG THE ARC OF REVERSE CIRCLE CURVING TO THE LEFT, HAVING A RADIUS OF 137.67 FEET, A CENTRAL ANGLE OF 08 DEGREES - 38 MINUTES - 39 SECONDS, AN ARC LENGTH OF 20.77 FEET, A CHORD BEARING SOUTH 82 DEGREES - 44 MINUTES - 40 SECONDS WEST AND A CHORD DISTANCE OF 20.75 FEET TO A POINT, THENCE;

5. ALONG THE ARC OF A REVERSE CIRCLE CURVING TO THE RIGHT, HAVING A RADIUS OF 4.33 FEET, A CENTRAL ANGLE OF 89 DEGREES - 07 MINUTES - 35 SECONDS, AN ARC LENGTH OF 6.74 FEET, A CHORD BEARING NORTH 57 DEGREES - 00 MINUTES - 52 SECONDS WEST AND A CHORD DISTANCE OF 6.08 FEET TO A POINT, THENCE;

6. NORTH 11 DEGREES - 35 MINUTES - 08 SECONDS WEST, A DISTANCE OF 3.74 FEET TO A POINT, THENCE;

7. SOUTH 78 DEGREES - 25 MINUTES - 20 SECONDS WEST, A DISTANCE OF 560.57 FEET TO A POINT, THENCE;

THE FOLLOWING THREE (3) COURSES AND DISTANCES ALONG A LINE RUNNING THROUGH UNIT 4, BLOCK 7, APN#58-00-174941-007:

8. NORTH 11 DEGREES - 34 MINUTES - 40 SECONDS WEST, A DISTANCE OF 194.81 FEET TO A POINT, THENCE;

9. NORTH 78 DEGREES - 25 MINUTES - 20 SECONDS EAST, A DISTANCE OF 92.92 FEET TO A POINT, THENCE;

10. NORTH 11 DEGREES - 34 MINUTES - 40 SECONDS WEST, A DISTANCE OF 210.20 FEET TO A POINT, THENCE;

11. ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF PROPOSED SOMERSET PLACE, NORTH 78 DEGREES - 25 MINUTES - 20 SECONDS EAST, A DISTANCE OF 599.65 FEET TO A POINT, THENCE;

12. ALONG THE ARC OF A TANGENT CIRCLE CURVING TO THE RIGHT, CONNECTING THE SOUTHERLY RIGHT-OF-WAY LINE OF PROPOSED SOMERSET PLACE AND THE WESTERLY RIGHT-OF-WAY LINE OF PROPOSED MARKET STREET, HAVING A RADIUS OF 34.33 FEET, A CENTRAL ANGLE OF 90 DEGREES - 00 MINUTES - 00 SECONDS, AN ARC LENGTH OF 53.93 FEET, A CHORD BEARING SOUTH 56 DEGREES - 34 MINUTES - 40 SECONDS EAST AND A CHORD DISTANCE OF 48.55 FEET TO A POINT, THENCE;

13. ALONG THE WESTERLY RIGHT-OF-WAY LINE OF PROPOSED MARKET STREET, SOUTH 11 DEGREES - 34 MINUTES - 40 SECONDS EAST, A DISTANCE OF 361.94 FEET TO THE POINT AND PLACE OF BEGINNING.

CONTAINING 276,316 SQUARE FEET OR 6.34 ACRES

THIS DESCRIPTION WAS WRITTEN BASED UPON A MAP ENTITLED "ALTA/ACSM LAND TITLE SURVEY, VALLEY FORGE URBAN VILLAGE, GUTHRIE ROAD AND EAST SWEDES FORD ROAD, PART OF UNIT 4, BLOCK 7, APN#58-00-17494-007, UPPER MERION TOWNSHIP, MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA", PREPARED BY CONTROL POINT ASSOCIATES, INC., DATED 4-11-2013, LAST REVISED 4-7-2015, FILE NO. CP11165.01J, SHEET 1-3 OF 3.

PARCEL A AND PARCEL B BEING PART OF PREMISES THAT THOMAS J. TIMONEY, AS COURT APPOINTED RECEIVER FOR HANKIN FAMILY PARTNERSHIP, A PENNSYLVANIA GENERAL PARTNERSHIP, BY RECEIVER DEED DATED 07/23/2004 AND RECORDED 09/13/2004 IN MONTGOMERY IN DEED BOOK 5525, PAGE 536, GRANTED AND CONVEYED UNTO REALEN VALLEY FORGE GREENES ASSOCIATES, A PENNSYLVANIA GENERAL PARTNERSHIP, IN FEE.

**UPPER MERION TRANSPORTATION AUTHORITY
REQUISITIONS FOR AUGUST 14, 2019**

PAYEE	AMOUNT	DESCRIPTION
Boles, Smyth Assoc.	\$ 13,116.03	Relocation of North Gulph Road (SR 3039) for Period 6-1-19 thru 6-30-2019 Invoice #67
Boles, Smyth Assoc.	\$ 7,900.86	Trout Creek Bridge Replacement Project for Period 6-1-19 thru 6-30-2019 Invoice #40
Upper Merion Township	\$ 3,500.00	reimburse for 2018 audit services
Upper Merion Township	\$ 520.56	reimburse for 2019 record storage
Rudolph Clarke, LLC	\$ 256.50	Church Road Bridge Invoice #72311
Rudolph Clarke, LLC	\$ 1,107.00	Realen Invoice #72312
Rudolph Clarke, LLC	\$ 661.50	General representation Invoice #72313
TOTAL:	<u>\$ 27,062.45</u>	



Boles, Smyth Associates, Inc.
Consulting Civil Engineers Since 1972

July 31, 2019

Upper Merion Transportation Authority
175 W. Valley Forge Road
King of Prussia, PA 19406

Attn: Mr. Nick Hiriak

Re: Local Agreement No. 164228
Montgomery County
Relocation of North Gulph Road (SR 3039)
Upper Merion Township

Sub: Transmittal of Invoice #67
Tracking No. 2019-07-146-61.03

Dear Nick:

We are herewith transmitting one (1) copy of Invoice #67 for the Relocation of North Gulph Road (SR 3039) in Upper Merion Township for work performed for the period June 1, 2019 through June 30, 2019.

If you have any questions about this submission, please contact me. Thank you.

Very truly yours,

A handwritten signature in blue ink that reads "Michael C. Boles". The signature is fluid and cursive.

Michael C. Boles

MCB:slg

Enclosures

ESTIMATED PROGRESS REPORT - COST PLUS FIXED FEE AGREEMENT

Agreement No. 164228-A
 District 6-0 County Montgomery
 S. R. 0023 Section 2NG
 Estimate No. 67
 Estimate Period From 6/1/19 To 6/30/19
 MPMS NO. 66952 2019-07-146-61.03

5-00422-04-2NG-064-313
 State Project No. 0020201-LY40
 Federal Project No. August 14, 2019
 EXPIRATION DATE - THIS PART

AGREEMENT AMOUNTS	AMOUNTS EARNED		AMOUNTS DUE
1. DIRECT/INDIRECT PAYROLL MAXIMUM \$780,815.87 75% OF MAXIMUM \$585,611.90	DIRECT/INDIRECT TO DATE	\$384,528.08	
	DIRECT/INDIRECT PREVIOUS	\$380,813.22	
	PAYROLL BILLED THIS ESTIMATE	\$1,683.88	
	OVERHEAD 120.613%	\$2,030.98	
	AMOUNT DUE		
2. DIRECT COSTS OTHER THAN PAYROLL MAXIMUM \$9,430.00 75% OF MAXIMUM \$7,072.50	TO DATE	\$4,707.00	
	PREVIOUS	\$4,707.00	
	AMOUNT DUE		
3. DIRECT COST BY OTHERS MAXIMUM \$358,012.36 75% OF MAXIMUM \$268,509.27	TO DATE	\$216,094.19	
	PREVIOUS	\$207,166.37	
	AMOUNT DUE		
4. NET FEE \$78,891.61	NET FEE EARNED TO DATE 44.6% OF \$78,891.61	\$35,185.66	
	PREVIOUS	\$34,712.31	
	AMOUNT DUE		
5.	TO DATE		
	PREVIOUS		
	AMOUNT DUE		
TOTAL (THIS PART) \$1,227,149.84	MAXIMUM AGREEMENT AMOUNT \$1,227,149.84		TOTAL THIS INVOICE \$13,116.03
	TOTAL INVOICES TO DATE (THIS PART) \$640,514.93		

Boles, Smyth Associates, Inc.
 2400 Chestnut Street
 Philadelphia, PA 19103
 SAP VENDOR NO. 120823

I certify that the above invoice represents services rendered on this Project and is true and correct, and all expenditures were incurred under a fully executed contract.

Michael C. Boles

Federal ID No: 23-1863016

7/31/19

Vice-President

**PENNSYLVANIA DEPARTMENT OF TRANSPORTATION
ESTIMATED PROGRESS REPORT - COST PLUS FIXED FEE AGREEMENT**

Agreement No: 164228-A

PART I

ITEM NO.	DESCRIPTION OF WORK	% OF TOTAL NET FEE	% ITEM COMPLETED LAST REPORT	% ITEM COMPLETED TO DATE	% OF TOTAL NET FEE TO DATE
1.1	Project Management / Administration	2.8%	58.5%	59.2%	1.7%
1.3	Public/Agency Involvement	3.5%	56.2%	56.2%	2.0%
4, 2.10.991A	Rightsizing Design	11.3%	95.9%	95.9%	10.8%
8.7/4.10	Safety Review/Design Field View	10.3%	76.2%	77.5%	8.0%
9	Pre-Final Utilities and Right-of-Way	4.6%	100.0%	100.0%	4.6%
10.1/10.2	CEE Reevaluation & Final Roadway Design	15.2%	55.3%	55.3%	8.4%
10.2.1/2, 4.2, 4	Final Drainage/Pavement Design, Specs. & X Sections	14.4%	19.9%	19.9%	2.9%
10.5	Final Right-of-Way Plan	4.6%	68.1%	74.4%	3.4%
10.8.4	Utility Clearance (D-419)	2.5%	79.4%	79.4%	2.0%
10.14/15	Traffic Control Plan & Traffic Signal Plans	8.3%	8.3%	8.3%	0.7%
10.25/26/27	E&S Plan/NPDES Permit & SWM Plan	12.3%	0.7%	0.7%	0.1%
10.28/29	Final Plans Check/FDOM & Assemble Bid Documents	8.6%	0.0%	0.0%	0.0%
11.1	Post Design Activities	1.6%	0.0%	0.0%	0.0%
		100.0%		N/A	44.6%

PENNSYLVANIA DEPARTMENT OF TRANSPORTATION
ESTIMATED PROGRESS REPORT - COST PLUS FIXED FEE AGREEMENT

Agreement No 164228-A
PART I

DESCRIPTION OF WORK	ESTIMATED COST	BILLED TO DATE	BILLED THIS ESTIMATE
DIRECT COSTS OTHER THAN PAYROLL			
Reproduction	\$4,430.00	\$4,707.00	\$0.00
Infiltration Testing (PDA)	\$5,000.00	\$0.00	\$0.00
TOTAL			
DIRECT COST OF SERVICES BY OTHERS			
Subconsultants			
AECOM (Formerly URS CORP. [URS])	\$93,511.51	\$82,664.14	\$0.00
PAQ, Inc.	\$63,287.51	\$14,644.79	\$0.00
CHRS, Inc.	\$72,138.87	\$37,663.10	\$8,927.82
Ground Reconsidered, Inc.	\$60,359.83	\$23,183.52	\$0.00
Gannett Fleming	\$68,714.64	\$57,938.64	\$0.00
TOTAL			
	\$358,012.36	\$216,094.19	\$8,927.82

PENNSYLVANIA DEPARTMENT OF TRANSPORTATION
ESTIMATED PROGRESS REPORT - COST PLUS FIXED FEE AGREEMENT

Agreement No. 164228-A

DIRECT PAYROLL TABULATION

PART I

PERIOD: FROM 6/1/19 TO 6/30/19

EMPLOYEE	CLASSIFICATION	DESCRIPTION OF WORK ITEMS												TOTAL HOURS THIS PERIOD	ACTUAL HOURLY RATE	DATE APPROVED BY DEPARTMENT	PAYROLL THIS PERIOD
		Project Management / Administration	Public/Agency Involvement	Right-sizing Design	Safety Review/Design Field View	Pre-Final Utilities and Right-of-Way	CBE Reevaluation & Final Roadway Design	Final Drainage/Pavement Design, Draft Special Provisions & Cross Sections	Final Right-of-Way Plan	Utility Clearance (D-419)	Traffic Control Plan & Traffic Signal Plans	E&S Plan/NPDES Permit & Stormwater Management Plan	Final Plans Check/FDOM & Assemble Bid Package Documents				
T. F. Boles	Sr. Proj. Engineer	1.1	1.3	4.2.10.991A	8.7/4.10	9	10.1/10.2	10.2.1/2.4.2.1	10.5	10.8.4	10.14/15	10.25/26/27	10.28/29	11.1	5.0	7/1/18	\$307.25
M. C. Boles	Eng. Coordinator	2.0			12.5			5.0							14.5	7/1/18	\$866.38
B.F. Hensyl	Eng. Technician							4.5							4.5	7/1/18	\$81.00
J. Smyth, Jr.	Project Engineer														0.0	7/1/18	\$0.00
D. Plett	Eng. Technician														0.0	7/1/18	\$0.00
P. J. Boles	Eng. Technician														0.0	7/1/18	\$0.00
T. J. Rybas	Eng. Technician														0.0	7/1/18	\$0.00
V. R. Mothukpally	Eng. Technician							17.0							17.0	7/1/18	\$429.25
C. J. Zebley V	Civil Engineer														0.0	2/16/19	\$0.00
TOTAL HOURS THIS ESTIMATE		2.0	0.0	0.0	12.5	0.0	0.0	0.0	26.5	0.0	0.0	0.0	0.0	0.0	41.0	TOTAL THIS PERIOD	\$1,683.88
TOTAL HOURS PREVIOUS ESTIMATE		152.0	185.5	1006.5	727.5	455.5	780.0	266.5	289.5	186.5	64.0	8.0	0.0	0.0	4121.5		
TOTAL HOURS TO DATE		154.0	185.5	1006.5	740.0	455.5	780.0	266.5	316.0	186.5	64.0	8.0	0.0	0.0	4162.5		
CONTRACT TOTAL HOURS		260.0	330.0	1050.0	955.0	430.0	1410.0	1340.0	425.0	235.0	770.0	1145.0	800.0	150.0	9300.0		
% HOURS USED TO DATE		59.2	56.2	95.9	77.5	100.0	55.3	19.9	74.4	79.4	8.3	0.7	0.0	0.0	44.8		

UPPER MERION TOWNSHIP TRANSPORTATION AUTHORITY

ESTIMATED PROGRESS REPORT - COST PLUS FIXED FEE AGREEMENT


AGREEMENT NO. _____
 DIST. 6-0 COUNTY Montgomery
 S.R. 0023 SECTION 2NG
 ESTIMATE NO. 10 DATE 6/5/2019
 PERIOD FROM 5/1/2019 TO 5/31/2019
 CLIENT NUMBER _____

STATE PROJECT NO. _____ ALLOT. _____
 FEDERAL PROJECT NO. _____
 EXPIRATION DATE - THIS PART _____

AGREEMENT AMOUNTS	AMOUNTS EARNED	AMOUNTS DUE
1. DIRECT/INDIRECT PAYROLL MAXIMUM \$ 65,174.36 75% OF MAXIMUM \$ 48,880.77	DIRECT/INDIRECT TO DATE	\$ 29,143.94
	DIRECT/INDIRECT PREVIOUS	25,990.70
	PAYROLL BILLED THIS EST.	1219.75
	OVERHEAD (158.515%)	1933.49
	AMOUNT DUE	
2. DIRECT COSTS OTHER THAN PAYROLL MAXIMUM \$ 642.60 75% OF MAXIMUM \$ 481.95	TO DATE	\$ 247.02
	PREVIOUS	228.46
	AMOUNT DUE	
3. DIRECT COSTS BY OTHERS MAXIMUM \$ 0.00 75% OF MAXIMUM \$ 0.00	TO DATE	\$ 0.00
	PREVIOUS	0.00
	AMOUNT DUE	
4. NET FEE \$ 6321.91	NET FEE EARNED TO DATE 45.00 % OF \$ 6321.91	\$ 2844.86
	NET FEE PAID PREVIOUS	2516.12
	AMOUNT DUE	
5.	TO DATE	
	PREVIOUS	
	AMOUNT DUE	
TOTAL (THIS PART) \$ 72,138.87	MAXIMUM AGREEMENT AMOUNT \$ 72,138.57 TOTAL INVOICES TO DATE (THIS PART) \$ 32,235.82	TOTAL THIS INVOICE \$ 3500.54

Cultural Heritage Research Services, Inc.
395 N. Cannon Avenue
Lansdale, PA 19446-2247

I certify that the above invoice represents services rendered on this project and is true and correct, and all expenditures were incurred under a fully executed contract.



6/5/2019

Kenneth J. Basalik, President - CHRS, Inc.

Date

Federal ID No.: 51-0259208

Department's Technically Responsible Person

Date

**UPPER MERION TOWNSHIP TRANSPORTATION AUTHORITY
ESTIMATED PROGRESS REPORT - COST PLUS FIXED FEE AGREEMENT**

AGREEMENT NO.:		CLIENT NUMBER:			
PART: I					
ITEM NUMBER	DESCRIPTION OF WORK	% OF TOTAL NET FEE	% ITEM COMPLETE LAST REPORT	% ITEM COMPLETE TO DATE	% OF TOTAL NET FEE TO DATE
1.	Task 2.1.1 – Project Management/Administration	3.3 %	40.0 %	40.0 %	1.3 %
2.	Task 2.2 Preliminary Engineering and Environment	87.4 %	44.0 %	50.0 %	43.7 %
3.	Task 2.3 Environmental Clearance /Designation	9.3 %	0.0 %	0.0 %	0.0 %
TOTALS:		100.0 %			45.0 %

**UPPER MERION TOWNSHIP TRANSPORTATION AUTHORITY
ESTIMATED PROGRESS REPORT - COST PLUS FIXED FEE AGREEMENT**

AGREEMENT NO.: _____

PART: _____ I _____

CLIENT NUMBER: _____

DESCRIPTION OF WORK	ESTIMATED COST	BILLED TO DATE	BILLED THIS ESTIMATE
DIRECT COSTS OTHER THAN PAYROLL			
1. Travel	405.00	1. 188.62	1. 18.56
2. Printing std	30.00	2. 0.00	2. 0.00
3. Printing color oversized	8.00	3. 0.00	3. 0.00
4. Printing color std	12.00	4. 0.00	4. 0.00
5. Printing binding	112.50	5. 0.00	5. 0.00
6. Tolls	25.10	6. 0.00	6. 0.00
7. Repository Fees	50.00	7. 58.40	7. 0.00
TOTALS:	\$ 642.60	\$ 247.02	\$ 18.56
DIRECT COSTS BY OTHERS			
TOTALS:	\$ 0.00	\$ 0.00	\$ 0.00

**UPPER MERION TOWNSHIP TRANSPORTATION AUTHORITY
ESTIMATED PROGRESS REPORT - COST PLUS FIXED FEE AGREEMENT**

AGREEMENT NO _____ PART: _____ CLIENT NO: _____ PERIOD FROM: 5/1/2019 TO: 5/31/2019

EMPLOYEE	CLASSIFICATION	DESCRIPTION OF WORK ITEMS				TOTAL HOURS THIS EST.	ACTUAL HOURLY RATE	APPROVAL DATE FROM DEPT.	PAYROLL THIS ESTIMATE
		Task 2.1.1 - Management/Ad	Task 2.2 Preliminary and Engineering	Task 2.3 Environmental Clearance	Environmental Designation				
K. Basalik	Principal		17.00			\$ 36.00	01-01-06	\$ 612.00	
M/ McDougall	Researcher I					\$ 24.00	07-01-16		
K. Quigg	Editor		20.00			\$ 29.00	07-01-14	\$ 580.00	
M. Rouscher	Graphics II		1.50			\$ 18.50	07-05-17	\$ 27.75	
P. Ruth	Sr. Historian					\$ 30.00	07-01-05		
M. Steeley	Researcher II					\$ 22.00	07-01-17		
TOTAL HOURS THIS ESTIMATE		0.00	38.50	0.00				PAYROLL THIS ESTIMATE \$ 1219.75	
TOTAL HOURS PREVIOUS ESTIMATE		10.00	306.00	0.00					
TOTAL HOURS TO DATE		10.00	344.50	0.00					
CONTRACT TOTAL HOURS		23.00	692.00	66.00					
% HOURS USED TO DATE		43.5%	49.8%	0.00%					

CHRS, Inc.

Name Kenneth J. Basalik

Monthly Time Sheet

Pay Period

May 2019

Job #	Task	Pay Period														Total hrs	Total \$													
		1	2	3	4	5	6	7	8	9	10	11	12	13	14			15	31											
administrative			2	2				1					1.5			3													9.50	
CODORUS3		4	3	2			1	1	1																				12.00	
BETHELBP		3	2	2			2								1														10.00	
E3649-10		1		1				3	2	1					2	1													11.00	
BERGEY01			1				1						0.5																2.50	
UMTA-2NG				1				3	2	2	1						1												10.00	
ROUT4030							1	1	1				4			1													8.00	
OCTORARO																													2.00	
PAOLI-02											2		1																5.00	
PAOLI-03										1		1																	1.00	
KUTZTWN2																													2.00	
E04231-1																										4	2		7.00	
PERSON19																	8												8.00	
1st Half Totals		8.00	8.00	8.00	0.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	0.00	0.00	0.00	8.00	8.00	8.00	8.00	8.00	88.00	
administrative																														
PERK&K			5						1																				13.00	
E04231-1		5						1																					8.00	
MARGARET		1																											1.00	
E3649-10		1	1					1																					4.00	
LYTLE-01			2						1																				3.00	
SICKDA19																													6.00	
I-95-AFC										8																			8.00	
ROUT4030																													7.00	
UMTA-2NG																													2.00	
ROUTE030																													7.00	
VACATI19																													5.00	
HOLIDA19																													16.00	
SR611-P2																													8.00	
BRIDG275																													5.00	
PTCBEAV3																													2.00	
2nd Half Totals		8.00	8.00	0.00	0.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	96.00	

Approved

Kenneth J. Basalik

Employee Signature:

Kenneth J. Basalik

Job #	Task	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	31	Total	
		16	17	18	19	20	21	22	23	24	25	26	27	28	29	30		hrs	\$
administrative		1	2	2		2	2	2	3	3	2			2	3	2		24.00	
OCTORARO		1		1		1					1		1					5.00	
BLACKWTR		2		1			1											4.00	
BETHELBP		3	6	4		3	3	3	1	1	1				1	1		23.00	
CODORUS3		1				2	1	1	1	1			3					9.00	
UMTA-2NG						1	1	3	1	1	1				1			7.00	
E3649-10							1	1	2	3			1	2				9.00	
ROUT4030													1	1	2			3.00	
E04231-1													1	2		3		3.00	
																		0.00	
																		0.00	
																		0.00	
																		0.00	
																		0.00	
																		0.00	
																		0.00	
1st Half Totals		8.00	8.00	8.00	0.00	0.00	8.00	8.00	8.00	8.00	8.00	0.00	0.00	8.00	8.00	7.00		87.00	
administrative		3	3			3	3	3	3	3				3	3	3		33.00	
ROUT4030		1				1									1			3.00	
E04231-1		2																2.00	
E3649-10		2	1			2	1	2	1	1			1			1		11.00	
BETHELBP			2										2	1	1	4		10.00	
LYTLE001 •						2	1	1	1	1			2	2	1			8.00	
CODORUS3						2												3.00	
UMTA-2NG						1	3	3	2	2	1				1	2	1	13.00	
BLACKWTR						1									1			2.00	
HOLIDA19													8					8.00	
																		0.00	
																		0.00	
																		0.00	
2nd Half Totals		8.00	6.00	0.00	0.00	8.00	8.00	8.00	7.00	0.00	0.00	8.00	8.00	8.00	8.00	8.00	8.00	93.00	


Approved *Kevin Quigg* Employee Signature: *Kevin Quigg*

CHRS, Inc.

Name Morgan Rouscher

Monthly Time Sheet

Pay Period May 2019

Job #	Task	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	Total hrs \$
		16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	
administrative			1.5	5	x	x	1.5	2	3.5	4.5	1.5	x	x	7.5	6	4.5	37.50
TRILEAF		3	3				3	6	4.5	3	6.5					3.5	32.50
BETHELBP		5	1.5	1.5			1.5										9.50
BLACKWTR			2	1.5													3.50
KUTZTWN2							1										1.00
UMTA-2NG							1										1.00
E3649-10										0.5					1		1.50
ROUT4030														0.5	1		1.50
																	0.00
																	0.00
																	0.00
																	0.00
																	0.00
																	0.00
1st Half Totals		8.00	8.00	8.00	0.00	0.00	8.00	8.00	8.00	8.00	8.00	0.00	0.00	8.00	8.00	8.00	88.00
Administrative		8	4	x	x	8	4.5	5.5	4.5	6.5	x	x		2.5	4.5	6	54.00
TRILEAF			2				1.5	2	1.5	1.5				6.5	3.5	2	24.00
LYTLE001			2						2					1.5	2		7.50
SICKDA19							2										2.00
UMTA-2NG								0.5									0.50
HOLIDA19												8					8.00
																	0.00
																	0.00
																	0.00
																	0.00
																	0.00
																	0.00
																	0.00
2nd Half Totals		8.00	8.00	0.00	0.00	8.00	8.00	8.00	8.00	8.00	0.00	0.00	8.00	8.00	8.00	8.00	96.00
Approved																	
		Employee Signature:															

UPPER MERION TOWNSHIP TRANSPORTATION AUTHORITY

ESTIMATED PROGRESS REPORT - COST PLUS FIXED FEE AGREEMENT


AGREEMENT NO. _____
 DIST. 6-0 COUNTY Montgomery
 S.R. 0023 SECTION 2NG
 ESTIMATE NO. 11 DATE 7/2/2019
 PERIOD FROM 6/1/2019 TO 6/30/2019
 CLIENT NUMBER _____

STATE PROJECT NO. _____ ALLOT. _____
 FEDERAL PROJECT NO. _____
 EXPIRATION DATE - THIS PART _____

AGREEMENT AMOUNTS	AMOUNTS EARNED		AMOUNTS DUE
1. DIRECT/INDIRECT PAYROLL MAXIMUM \$ 65,174.36 75% OF MAXIMUM \$ 48,880.77	DIRECT/INDIRECT TO DATE	\$ 31,099.48	
	DIRECT/INDIRECT PREVIOUS	29,143.94	
	PAYROLL BILLED THIS EST.	750.00	
	OVERHEAD (160.738%)	1205.54	
	AMOUNT DUE		
2. DIRECT COSTS OTHER THAN PAYROLL MAXIMUM \$ 642.60 75% OF MAXIMUM \$ 481.95	TO DATE	\$ 284.14	
	PREVIOUS	247.02	
	AMOUNT DUE		
3. DIRECT COSTS BY OTHERS MAXIMUM \$ 0.00 75% OF MAXIMUM \$ 0.00	TO DATE	\$ 0.00	
	PREVIOUS	0.00	
	AMOUNT DUE		
4. NET FEE \$ 6321.91	NET FEE EARNED TO DATE 47.90 % OF \$ 6321.91	\$ 3028.19	
	NET FEE PAID PREVIOUS	2844.86	
	AMOUNT DUE		
5.	TO DATE		
	PREVIOUS		
	AMOUNT DUE		
TOTAL (THIS PART) \$ 72,138.87	MAXIMUM AGREEMENT AMOUNT \$ 72,138.57 TOTAL INVOICES TO DATE (THIS PART) \$ 34,411.81	TOTAL THIS INVOICE \$ 2175.99	

Cultural Heritage Research Services, Inc.
395 N. Cannon Avenue
Lansdale, PA 19446-2247

I certify that the above invoice represents services rendered on this project and is true and correct, and all expenditures were incurred under a fully executed contract.



7/2/2019

Kenneth J. Basalik, President - CHRS, Inc.

Date

Federal ID No.: 51-0259208

Department's Technically Responsible Person

Date

**UPPER MERION TOWNSHIP TRANSPORTATION AUTHORITY
ESTIMATED PROGRESS REPORT - COST PLUS FIXED FEE AGREEMENT**

AGREEMENT NO.:		CLIENT NUMBER:			
PART: I					
ITEM NUMBER	DESCRIPTION OF WORK	% OF TOTAL NET FEE	% ITEM COMPLETE LAST REPORT	% ITEM COMPLETE TO DATE	% OF TOTAL NET FEE TO DATE
1.	Task 2.1.1 – Project Management/Administration	3.3 %	40.0 %	48.0 %	1.6 %
2.	Task 2.2 Preliminary Engineering and Environment	87.4 %	50.0 %	53.0 %	46.3 %
3.	Task 2.3 Environmental Clearance /Designation	9.3 %	0.0 %	0.0 %	0.0 %
TOTALS:		100.0 %			47.9 %

**UPPER MERION TOWNSHIP TRANSPORTATION AUTHORITY
ESTIMATED PROGRESS REPORT - COST PLUS FIXED FEE AGREEMENT**

AGREEMENT NO.: _____

PART: _____ I _____

CLIENT NUMBER: _____

DESCRIPTION OF WORK	ESTIMATED COST	BILLED TO DATE	BILLED THIS ESTIMATE
DIRECT COSTS OTHER THAN PAYROLL			
1. Travel	405.00	225.74	37.12
2. Printing std	30.00	0.00	0.00
3. Printing color oversized	8.00	0.00	0.00
4. Printing color std	12.00	0.00	0.00
5. Printing binding	112.50	0.00	0.00
6. Tolls	25.10	0.00	0.00
7. Repository Fees	50.00	58.40	0.00
TOTALS:	\$ 642.60	\$ 284.14	\$ 37.12
DIRECT COSTS BY OTHERS			
TOTALS:	\$ 0.00	\$ 0.00	\$ 0.00

CHRS, Inc.

Name Kevin Quigg

Monthly Time Sheet

Pay Period June 2019

Job #	Task	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	Total	
		16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	hrs \$
administrative				1			3				2		2	2	2			12.00
UMTA-2NG				2		1						1		1				5.00
SICKDA19				5	8	8												21.00
LYTLE001							1							2				3.00
CODORUS3							2											2.00
VACATI19								8										8.00
E04231-1											6	2	1		1			10.00
TRILEAF												2						2.00
BETHELBP							1											1.00
OCTORARO												3	2	1	1			7.00
590BIRMI													3	2	1			6.00
ROUT4030															3			3.00
1st Half Totals		0.00	0.00	8.00	8.00	8.00	8.00	8.00	0.00	0.00	8.00	8.00	8.00	8.00	8.00	0.00	80.00	80.00
administrative			3	3	3	2	2		2	1	1	3	3	3				25.00
LYTLE001			2	3	4	3	3		1			1	1	1				19.00
UMTA-2NG			1															1.00
BETHELBP			1	1		2	2			1								7.00
590BIRMI			1															1.00
ROUT4030				1														1.00
AMTRAK02					1													1.00
E3649-10						1	1		5	2	1	2	1	1				13.00
CODORUS3										1		1	1	1				3.00
OCTORARO										3	3	1	1	1				7.00
PERKRK&K												1	1	1				2.00
																		0.00
																		0.00
2nd Half Totals		0.00	8.00	8.00	8.00	8.00	8.00	0.00	8.00	8.00	8.00	8.00	8.00	8.00	0.00	0.00	0.00	80.00

Approved Kevin H. Quigg Employee Signature: Kevin H. Quigg

UPPER MERION TOWNSHIP TRANSPORTATION AUTHORITY

ESTIMATED PROGRESS REPORT - COST PLUS FIXED FEE AGREEMENT

AGREEMENT NO. _____
 DIST. 6-0 COUNTY Montgomery
 S.R. 0023 SECTION 2NG
 ESTIMATE NO. 12 DATE 8/2/2019
 PERIOD FROM 7/1/2019 TO 7/30/2019
 CLIENT NUMBER _____

STATE PROJECT NO. _____ ALLOT. _____
 FEDERAL PROJECT NO. _____
 EXPIRATION DATE - THIS PART _____

AGREEMENT AMOUNTS	AMOUNTS EARNED		AMOUNTS DUE
1. DIRECT/INDIRECT PAYROLL MAXIMUM \$ 65,174.36 75% OF MAXIMUM \$ 48,880.77	DIRECT/INDIRECT TO DATE	\$ 34,053.64	
	DIRECT/INDIRECT PREVIOUS	31,099.48	
	PAYROLL BILLED THIS EST.	1133.00	
	OVERHEAD (160.738%)	1821.16	
	AMOUNT DUE		
2. DIRECT COSTS OTHER THAN PAYROLL MAXIMUM \$ 642.60 75% OF MAXIMUM \$ 481.95	TO DATE	\$ 284.14	
	PREVIOUS	284.14	
	AMOUNT DUE		
3. DIRECT COSTS BY OTHERS MAXIMUM \$ 0.00 75% OF MAXIMUM \$ 0.00	TO DATE	\$ 0.00	
	PREVIOUS	0.00	
	AMOUNT DUE		
4. NET FEE \$ 6321.91	NET FEE EARNED TO DATE 52.60 % OF \$ 6321.91	\$ 3325.32	
	NET FEE PAID PREVIOUS	3028.19	
	AMOUNT DUE		
5.	TO DATE		
	PREVIOUS		
	AMOUNT DUE		
TOTAL (THIS PART) \$ 72,138.87	MAXIMUM AGREEMENT AMOUNT \$ 72,138.57 TOTAL INVOICES TO DATE (THIS PART) \$ 37,663.10	TOTAL THIS INVOICE \$ 3251.29	

Cultural Heritage Research Services, Inc.
395 N. Cannon Avenue
Lansdale, PA 19446-2247

I certify that the above invoice represents services rendered on this project and is true and correct, and all expenditures were incurred under a fully executed contract.



8/2/2019

Kenneth J. Basalik, President - CHRS, Inc.

Date

Federal ID No.: 51-0259208

Department's Technically Responsible Person

Date

**UPPER MERION TOWNSHIP TRANSPORTATION AUTHORITY
ESTIMATED PROGRESS REPORT - COST PLUS FIXED FEE AGREEMENT**

AGREEMENT NO.:		CLIENT NUMBER:			
PART: I					
ITEM NUMBER	DESCRIPTION OF WORK	% OF TOTAL NET FEE	% ITEM COMPLETE LAST REPORT	% ITEM COMPLETE TO DATE	% OF TOTAL NET FEE TO DATE
1.	Task 2.1.1 – Project Management/Administration	3.3 %	48.0 %	57.0 %	1.9 %
2.	Task 2.2 Preliminary Engineering and Environment	87.4 %	53.0 %	58.0 %	50.7 %
3.	Task 2.3 Environmental Clearance /Designation	9.3 %	0.0 %	0.0 %	0.0 %
TOTALS:		100.0 %			52.6 %

**UPPER MERION TOWNSHIP TRANSPORTATION AUTHORITY
ESTIMATED PROGRESS REPORT - COST PLUS FIXED FEE AGREEMENT**

AGREEMENT NO.: _____

PART: _____ I _____

CLIENT NUMBER: _____

DESCRIPTION OF WORK		ESTIMATED COST	BILLED TO DATE	BILLED THIS ESTIMATE
DIRECT COSTS OTHER THAN PAYROLL				
1.	Travel	405.00	1. 225.74	1. 0.00
2.	Printing std	30.00	2. 0.00	2. 0.00
3.	Printing color oversized	8.00	3. 0.00	3. 0.00
4.	Printing color std	12.00	4. 0.00	4. 0.00
5.	Printing binding	112.50	5. 0.00	5. 0.00
6.	Tolls	25.10	6. 0.00	6. 0.00
7.	Repository Fees	50.00	7. 58.40	7. 0.00
TOTALS:		\$ 642.60	\$ 284.14	\$ 0.00
DIRECT COSTS BY OTHERS				
TOTALS:		\$ 0.00	\$ 0.00	\$ 0.00

**UPPER MERION TOWNSHIP TRANSPORTATION AUTHORITY
ESTIMATED PROGRESS REPORT - COST PLUS FIXED FEE AGREEMENT**

AGREEMENT NO: _____ PART: I PERIOD FROM: 7/1/2019 TO: 7/30/2019

EMPLOYEE	CLASSIFICATION	DESCRIPTION OF WORK ITEMS					TOTAL HOURS THIS EST.	ACTUAL HOURLY RATE	APPROVAL DATE FROM DEPT.	PAYROLL THIS ESTIMATE
		Task 2.1.1 - Management/Ad	Task 2.2 Preliminary and Engineering	Task 2.3 Environmental Clearance	Task 2.3 Environmental Designation					
K. Basalik	Principal	2.00	22.00				\$ 36.00	01-01-06	\$ 864.00	
M/ Mc Dougall	Researcher I						\$ 24.00	07-01-16		
K. Quigg	Editor		8.00				\$ 29.00	07-01-14	\$ 232.00	
M. Rouscher	Graphics II		2.00				\$ 18.50	07-05-17	\$ 37.00	
P. Ruth	Sr. Historian						\$ 30.00	07-01-05		
M. Steeley	Researcher II						\$ 22.00	07-01-17		
TOTAL HOURS THIS ESTIMATE		2.00	32.00	0.00					\$ 1133.00	
TOTAL HOURS PREVIOUS ESTIMATE		11.00	365.50	0.00						
TOTAL HOURS TO DATE		13.00	397.50	0.00						
CONTRACT TOTAL HOURS		23.00	692.00	66.00						
% HOURS USED TO DATE		56.5%	57.4%	0.00%						

CHRS, Inc.

Name Kevin Quigg

Monthly Time Sheet

Pay Period July 2019

Job #	Task	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	Total hrs	\$
		16	17	18	19	20	21	22	23	24	25	26	27	28	29	30		
administrative		2	3	3		4			4	3	3	1	1			3	27.00	
LYTLE001		2	2		1				1								6.00	
CODORUS3		1			1				1	1						1	4.00	
OCTORARO		2		1					2	1							7.00	
PERKRK&K		1		1													2.00	
E3649-10			1	1					1	1						1	6.00	
SCHOOL01		2	2	2	2				2	1	2	2					13.00	
HOLIDA19				8													8.00	
TRILEAF											3						3.00	
MARGARET										1	1	2					4.00	
ROUT4030											2	3				1	6.00	
BLACKWTR															2		2.00	
																	0.00	
1st Half Totals		8.00	8.00	8.00	8.00	8.00	0.00	0.00	8.00	8.00	8.00	8.00	8.00	0.00	0.00	8.00	88.00	
administrative		2	3	2	2			2	2	2	2	3			3	2	27.00	
DRESHER3		2	3	3				1		1							11.00	
ROUT4030		1	2	2	1			1	2	2	2	2			2	2	19.00	
BLACKWTR		2															2.00	
SCHOOL01		1		1	1			3		1							7.00	
BERGEY01					3				2	1						2	8.00	
VALLEYFG					1												1.00	
RIDGEPIK									2	1	2						5.00	
UMTA-2NG								1	2	2	2	1				1	8.00	
BRIDG167																	4.00	
MARGARET															3	1	3.00	
DAWOOD09															2	1	3.00	
															1		1.00	
																	0.00	
2nd Half Totals		8.00	8.00	8.00	8.00	0.00	0.00	8.00	8.00	8.00	8.00	8.00	0.00	0.00	8.00	8.00	96.00	
Approved		Employee Signature:																
		<i>Kevin Quigg</i>																

CHRS, Inc.

Name Morgan Rouscher

Monthly Time Sheet

Pay Period July 2019

Job #	Task	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	Total hrs \$
		16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	
ADMINISTRATI		3.5	1			5	X	X		2				X	X		11.50
TRILEAF		4.5	4.5						7	3		5	5			5	34.00
SCHOOL01			2.5						1	1		1					5.50
HOLIDA19					8												8.00
VACATI19				8							8						16.00
MARGARET												2					2.00
ROUT4030													1				1.00
DRESHER3										0.5			2			3	5.50
																	0.00
																	0.00
																	0.00
																	0.00
																	0.00
																	0.00
																	0.00
																	0.00
																	0.00
																	0.00
																	0.00
																	0.00
1st Half Totals		8.00	8.00	8.00	8.00	8.00	0.00	0.00	8.00	6.50	8.00	8.00	8.00	0.00	0.00	8.00	83.50
ADMINISTRATI		3	6.5	3.5			X	2.5	2	6.5	8	5	X	X	8		47.50
TRILEAF		1	1.5	0.5	6				6	1.5		3				2	21.50
DRESHER3		4		2	1			3								1	10.00
BERGEY01				2	1												4.00
RIDGEPIK								2.5									2.50
SICKDA19																8	8.00
E04231-1																	0.50
UMTA-2NG																	2.00
																	0.00
																	0.00
																	0.00
																	0.00
																	0.00
																	0.00
2nd Half Totals		8.00	8.00	8.00	8.00	8.00	0.00	8.00	8.00	8.00	8.00	8.00	0.00	0.00	8.00	8.00	96.00
Approved																	

Morgan Rouscher Employee Signature: *[Signature]*



Boles, Smyth Associates, Inc.
Consulting Civil Engineers Since 1972

July 31, 2019

Upper Merion Transportation Authority
175 W. Valley Forge Road
King of Prussia, PA 19406

Attn: Mr. Nick Hiriak

Ref: SR 0023, Section TCB
Preliminary & Environmental Phase Services
Upper Merion Township, Montgomery County

Sub: Transmittal of Invoice #39
BSA# 2019-07-145-69.09

Dear Nick:

We are herewith transmitting one (1) copy of Invoice #40 for the SR 0023, Section TCB – Trout Creek Bridge Replacement Project for work performed for the period June 1, 2019 through June 30, 2019.

If you have any questions about this submission, please contact me.

Thank you.

Sincerely,

A handwritten signature in blue ink that reads "Michael C. Boles".

Michael C. Boles

MCB:slg

Enclosures

69.09_SR0023-SectionTCB\Admin\INV#40July312019

ESTIMATED PROGRESS REPORT - COST PLUS FIXED FEE AGREEMENT

Agreement No. _____

District 6-0 County Montgomery
 S. R. 0023 Section TCB

State Project No. _____

Estimate No. 40
 Estimate Period From 6/1/19 To 6/30/19

Federal Project No. _____

MPMS NO. 48172 Invoice # 2019-07-145-69.09

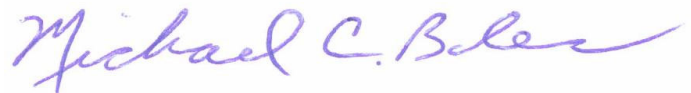
EXPIRATION DATE - THIS PART _____

AGREEMENT AMOUNTS	AMOUNTS EARNED		AMOUNTS DUE
1. DIRECT/INDIRECT PAYROLL MAXIMUM \$342,518.21 75% OF MAXIMUM \$256,888.66	DIRECT/INDIRECT TO DATE	\$339,049.64	
	DIRECT/INDIRECT PREVIOUS	\$332,526.33	
	PAYROLL BILLED THIS ESTIMATE	\$2,956.90	
	OVERHEAD 120.613%	\$3,566.41	
	AMOUNT DUE		\$6,523.31
2. DIRECT COSTS OTHER THAN PAYROLL MAXIMUM \$5,550.00 75% OF MAXIMUM \$4,162.50	TO DATE	\$4,081.50	
	PREVIOUS	\$3,449.50	
	AMOUNT DUE		
3. DIRECT COST BY OTHERS MAXIMUM \$185,626.02 75% OF MAXIMUM \$139,219.52	TO DATE	\$37,120.67	
	PREVIOUS	\$36,653.03	
	AMOUNT DUE		
4. NET FEE \$14,626.79	NET FEE EARNED TO DATE 83.8% OF \$14,626.79	\$12,257.25	
	PREVIOUS	\$11,979.34	
	AMOUNT DUE		
5.	TO DATE		
	PREVIOUS		
	AMOUNT DUE		
TOTAL (THIS PART) \$548,321.02	MAXIMUM AGREEMENT AMOUNT \$548,321.02		TOTAL THIS INVOICE \$7,900.86
	TOTAL INVOICES TO DATE (THIS PART) \$392,509.06		

Boles, Smyth Associates, Inc.
 2400 Chestnut Street
 Philadelphia, PA 19103

I certify that the above invoice represents services rendered on this Project and is true and correct, and all expenditures were incurred under a fully executed contract.

SAP VENDOR NO. 120823



Federal ID No: 23-1863016

Project Manager

7/31/19

PENNSYLVANIA DEPARTMENT OF TRANSPORTATION
ESTIMATED PROGRESS REPORT - COST PLUS FIXED FEE AGREEMENT

Agreement No: _____

PART I

ITEM NO.	DESCRIPTION OF WORK	% OF TOTAL NET FEE	% ITEM COMPLETED LAST REPORT	% ITEM COMPLETED TO DATE	% OF TOTAL NET FEE TO DATE
1	Project Management / Administration	3.0%	100.0%	100.0%	3.0%
2	Preliminary Engineering (Through Safety Review & DFV)	22.1%	100.0%	100.0%	22.1%
3	Environmental Clearance	8.6%	100.0%	100.0%	8.6%
4	Structural / Geotechnical Engineering Coordination	19.2%	100.0%	100.0%	19.2%
5	Preliminary Right-of-Way Plans	9.4%	71.1%	74.8%	7.1%
6	Preliminary Traffic Control Plans	12.8%	54.2%	63.9%	8.2%
7	Preliminary Traffic Signal, Pavement Marking and Signing Plans	8.8%	58.9%	60.3%	5.3%
8	Preliminary Utility Coordination / Plans	6.9%	100.0%	100.0%	6.9%
9	Public Involvement	4.7%	60.5%	63.8%	3.0%
10	Norfolk & Southern Railroad Coordination	4.4%	9.4%	9.4%	0.4%
		100.0%	N/A	N/A	83.8%

PENNSYLVANIA DEPARTMENT OF TRANSPORTATION
ESTIMATED PROGRESS REPORT - COST PLUS FIXED FEE AGREEMENT

Agreement No: _____

PART I

DESCRIPTION OF WORK	ESTIMATED COST	BILLED TO DATE	BILLED THIS ESTIMATE
DIRECT COSTS OTHER THAN PAYROLL			
Reproduction	\$2,175.00	\$2,316.50	\$0.00
Traffic Counts	\$3,375.00	\$1,765.00	\$632.00
TOTAL	\$5,550.00	\$4,081.50	\$632.00
DIRECT COST OF SERVICES BY OTHERS			
Subconsultants			
PAQ, Inc.	\$33,000.00	\$13,084.56	\$0.00
CHRS, Inc.	\$16,891.06	\$14,958.42	\$467.64
RK&K	\$67,500.00	\$9,077.69	\$0.00
PennDOT Subsurface Program *(Estimated)	\$68,234.96	\$0.00	\$0.00
TOTAL	\$185,626.02	\$37,120.67	\$467.64

PENNSYLVANIA DEPARTMENT OF TRANSPORTATION
ESTIMATED PROGRESS REPORT - COST PLUS FIXED FEE AGREEMENT

DIRECT PAYROLL TABULATION

Agreement No. _____

PART I

PERIOD: FROM 6/1/19 TO 6/30/19

EMPLOYEE	CLASSIFICATION	DESCRIPTION OF WORK ITEMS												TOTAL HOURS THIS PERIOD	ACTUAL HOURLY RATE	DATE APPROVED BY DEPARTMENT	PAYROLL THIS PERIOD			
		1	2	3	4	5	6	7	8	9	10									
		Project Management / Administration	Preliminary Engineering (Through Safety Review & Design Field View)	Environmental Clearance	Structural/Hydraulic & Hydrologic (H&H)/ Geotechnical Engineering Coordination	Preliminary Right-of-Way Plans	Preliminary Traffic Control Plan	Preliminary Traffic Signal, Pavement Marking and Signing Plan	Preliminary Utility Coordination / Plans	Public Involvement	Norfolk & Southern Railroad Coordination									
J. Smyth, Jr.	Sr. Civil Engineer					2.0		5.0		6.0						13.0	\$53.55	7/1/18	\$696.15	
M. C. Boles	Eng. Coord.				4.0											10.0	\$59.75	7/1/18	\$597.50	
P. J. Boles	Eng. Technician															0.0	\$40.10	7/1/18	\$0.00	
D. Plett	Eng. Technician					32.5										32.5	\$37.30	7/1/18	\$1,212.25	
C. J. Zebley	Civil Engineer															0.0	\$36.00	2/16/19	\$0.00	
V. R. Mothukpally	Trans. Engineer															0.0	\$25.25	7/1/18	\$0.00	
R. G. Wagenmann	Trans. Specialist															0.0	\$59.60	7/1/18	\$0.00	
W. Au	Structural Engineer				2.0											2.0	\$54.50	7/1/18	\$109.00	
E. Jacinto	Structural Designer															0.0	\$36.30	7/1/18	\$0.00	
B.F. Hensyl	Eng. Technician					8.0	11.0									19.0	\$18.00	4/1/19	\$342.00	
TOTAL HOURS THIS ESTIMATE		0.0	0.0	0.0	2.0	14.0	49.5	5.0	0.0	6.0	0.0				76.5			TOTAL THIS PERIOD	\$2,956.90	
TOTAL HOURS PREVIOUS ESTIMATE		123.5	988.0	356.0	1042.5	266.5	276.5	206.0	317.0	112.0	16.5				3704.5					
TOTAL HOURS TO DATE		123.5	988.0	356.0	1044.5	280.5	326.0	211.0	317.0	118.0	16.5				3781.0					
CONTRACT TOTAL HOURS		120.0	880.0	340.0	765.0	375.0	510.0	350.0	275.0	185.0	175.0				3975.0					
% HOURS USED TO DATE		100.0	100.0	100.0	100.0	74.8	63.9	60.3	100.0	63.8	9.4				95.1					



**184 Baker Road
Coatesville, PA 19320
(610) 466-1469**

Invoice

Date	Invoice #
5/28/2019	8808

Bill To
Boles-Smyth 2400 Chestnut St Philadelphia, PA 19103

Contract No.	Terms	Rep	Federal ID Number
7903	Net 30	Fio	23-2843075
Quantity	Description	Rate	Amount
14	Weekday Directional Turning Movement Count	38.00	532.00
1	Video Set Up/Processing Fee -Montgomery County, PA -Valley Forge Rd & Beidler Rd -Prepared for Michael Boles	100.00	100.00
		Total	\$632.00

A late charge of 1.5% per month will be applied on past due invoices.

Serving Transportation Professionals Since 1995

UPPER MERION TOWNSHIP TRANSPORTATION AUTHORITY ESTIMATED PROGRESS REPORT - COST PLUS FIXED FEE AGREEMENT

AGREEMENT NO. _____
 DIST. 6-0 COUNTY Montgomery
 S.R. 0023 SECTION TCB
 ESTIMATE NO. 12 DATE 6/7/2018
 PERIOD FROM 1/1/2018 TO 5/31/2018
 CLIENT NUMBER _____
 Trout Creek Bridge Replacement Project

STATE PROJECT NO. _____ ALLOT. _____
 FEDERAL PROJECT NO. _____
 EXPIRATION DATE - THIS PART _____

AGREEMENT AMOUNTS	AMOUNTS EARNED	AMOUNTS DUE
1. DIRECT/INDIRECT PAYROLL MAXIMUM \$ 13,814.46 75% OF MAXIMUM \$ 10,360.85	DIRECT/INDIRECT TO DATE	\$ 13,722.30
	DIRECT/INDIRECT PREVIOUS	13,258.27
	PAYROLL BILLED THIS EST.	179.50
	OVERHEAD (158.515%)	284.53
	AMOUNT DUE	\$ 464.03
2. DIRECT COSTS OTHER THAN PAYROLL MAXIMUM \$ 1875.55 75% OF MAXIMUM \$ 1406.66	TO DATE	\$ 38.67
	PREVIOUS	38.67
	AMOUNT DUE	\$ 0.00
3. DIRECT COSTS BY OTHERS MAXIMUM \$ 0.00 75% OF MAXIMUM \$ 0.00	TO DATE	\$ 0.00
	PREVIOUS	0.00
	AMOUNT DUE	\$ 0.00
4. NET FEE \$ 1201.05	NET FEE EARNED TO DATE 99.70 % OF \$ 1201.05	\$ 1197.45
	NET FEE PAID PREVIOUS	1193.84
	AMOUNT DUE	\$ 3.61
5.	TO DATE	
	PREVIOUS	
	AMOUNT DUE	\$ 0.00
TOTAL (THIS PART) \$ 16,891.06	MAXIMUM AGREEMENT AMOUNT \$ 16,891.06 TOTAL INVOICES TO DATE (THIS PART) \$ 14,958.42	TOTAL THIS INVOICE \$ 467.64

Cultural Heritage Research Services, Inc.
 395 N. Cannon Avenue
 Lansdale, PA 19446

I certify that the above invoice represents services rendered on this project and is true and correct, and all expenditures were incurred under a fully executed contract.



6/7/2018

Kenneth J. Basalik, President - CHRS, Inc.

Date

Federal ID No.: 51-0259208

Department's Technically Responsible Person

Date

**UPPER MERION TOWNSHIP TRANSPORTATION AUTHORITY
ESTIMATED PROGRESS REPORT - COST PLUS FIXED FEE AGREEMENT**

AGREEMENT NO.:		CLIENT NUMBER:			
PART:					
ITEM NUMBER	DESCRIPTION OF WORK	% OF TOTAL NET FEE	% ITEM COMPLETE LAST REPORT	% ITEM COMPLETE TO DATE	% OF TOTAL NET FEE TO DATE
1.	Historic Resources	63.0 %	99.0 %	99.5 %	62.7 %
2.	Archaeology	35.0 %	100.0 %	100.0 %	35.0 %
3.	Project Management	2.0 %	100.0 %	100.0 %	2.0 %
TOTALS:		100.0 %			99.7 %

**UPPER MERION TOWNSHIP TRANSPORTATION AUTHORITY
ESTIMATED PROGRESS REPORT - COST PLUS FIXED FEE AGREEMENT**

AGREEMENT NO.: _____		CLIENT NUMBER: _____	
PART: _____			
DESCRIPTION OF WORK	ESTIMATED COST	BILLED TO DATE	BILLED THIS ESTIMATE
DIRECT COSTS OTHER THAN PAYROLL			
1. Mileage	378.75	1. 0.00	1. 0.00
2. Printing std	2.00	2. 0.00	2. 0.00
3. Printing color oversized	10.00	3. 0.00	3. 0.00
4. Printing color std sized	4.80	4. 0.00	4. 0.00
5. Curation Fee	1400.00	5. 36.00	5. 0.00
6. Misc	80.00	6. 2.67	6. 0.00
TOTALS:	\$ 1875.55	\$ 38.67	\$ 0.00
DIRECT COSTS BY OTHERS			
TOTALS:	\$ 0.00	\$ 0.00	\$ 0.00

CHRS, Inc.

Name Kenneth J. Basalik

Monthly Time Sheet

Pay Period May 2018

Job #	Task	Pay Period														Total			
		1	2	3	4	5	6	7	8	9	10	11	12	13	14		15	30	31
		16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	hrs	\$
administrative		1	2	2	2				1	2					1	4		20.00	
E03649-2		4			2			2	2						1			11.00	
SR3101-1		1	1					1	1									4.00	
PAOLI-02		2	2	3	2			2	2	2					1	1		17.00	
AMTRAK02		1	1	1					1						1			4.00	
POWERLIN		1	1	2	1			1							1			6.00	
PERKRR&K		1	1	1	1			2	1									5.00	
PERSON18											8							8.00	
BRIDG167										2		1			1			4.00	
ROUT422A										1								3.00	
SRT-0001										1		1						2.00	
ROUT3001										1						1		2.00	
DAWOOD05												1			1			2.00	
SRT-0002																1		1.00	
1st Half Totals		8.00	8.00	8.00	8.00	0.00	0.00	8.00	8.00	8.00	8.00	8.00	0.00	0.00	8.00	8.00	8.00	88.00	
administrative		1	2					3	4	4	2				2	4	1	23.00	
E03649-2		1.5	0.5					0.5							1		4	7.50	
SRT-0002		1.5	1.5	1				2			1				1	1		9.00	
DAWOOD05		1	1															3.00	
PERKRR&K		1																1.00	
AMTRAK02		1		1														4.00	
SR0023-02		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	2.00	
BRIDG167			2															3.00	
DAWOOD07				1						1					1	1		4.00	
SPRING02																		13.00	
SR3101-01				5														5.50	
PAOLI-2								0.5	3								2	7.00	
UMTA-2NG								1		1	1				3		1	2.00	
BRIDG196										1	1							4.00	
HOLIDAI8										1	2	1						8.00	
2nd Half Totals		8.00	8.00	8.00	0.00	0.00	8.00	8.00	8.00	8.00	8.00	8.00	0.00	0.00	8.00	8.00	8.00	96.00	
Approved		<i>Kenneth J. Basalik</i>																Employee Signature:	

Job #	Task	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	31	Total	
		16	17	18	19	20	21	22	23	24	25	26	27	28	29	30		hrs	\$
administrative			2	3	3			2	2	3	3	3			3	2		26.00	
SICKDA18		8																8.00	
POWERLIN			3	3				4	1		3	2			1	1		18.00	
SR3101-1			1												1			2.00	
PAOLI-02			2	1	3			1	2	2					3	3		17.00	
DELDOT10				1							1	1						4.00	
BELTWAY2					2					2	1	2				1		8.00	
PERK&K								1	1	1								3.00	
E03649-2									2									2.00	
																		0.00	
																		0.00	
																		0.00	
																		0.00	
																		0.00	
																		0.00	
																		0.00	
																		0.00	
																		0.00	
																		0.00	
																		0.00	
1st Half Totals		8.00	8.00	8.00	8.00	0.00	0.00	8.00	8.00	8.00	8.00	8.00	0.00	0.00	8.00	8.00	8.00	88.00	
administrative		3	2	4			3	4	3	4	3							26.00	
E03649-2		1					1											2.00	
PAOLI-02		1									1							2.00	
BELTWAY2		1	2				1	1										5.00	
DAWOOD07		2							1	1	2							6.00	
DELDOT10			1				1	1	1		2							6.00	
SR0023-2			1	2														3.00	
SPRING02			2	2			2	2	3	2								13.00	
BRIDG196										1								1.00	
HOLIDA18													8					8.00	
VACATH18															8	8	8	24.00	
																		0.00	
																		0.00	
2nd Half Totals		8.00	8.00	8.00	0.00	0.00	8.00	8.00	8.00	8.00	8.00	0.00	0.00	8.00	8.00	8.00	8.00	96.00	
Approved																			

Employee Signature: *[Signature]*

[Signature]

CHRS, Inc.

Name Morgan Rouscher

Monthly Time Sheet

Pay Period May 2018

Job #	Task	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	Total	
		16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	hrs
administrative		1	0.5		4.5	x	x	2	8	8	6	7	x	x	2.5	6.5	46.00	
TRILEAF		3.5	1.5	2	1.5			2.5			2				3.5	1.5	18.00	
PAOLI-02			4	1	2							1			2		10.00	
POWERLIN		3	2	5													10.00	
PERKRK&K		0.5						3.5									4.00	
																	0.00	
																	0.00	
																	0.00	
																	0.00	
																	0.00	
																	0.00	
																	0.00	
																	0.00	
																	0.00	
1st Half Totals		8.00	8.00	8.00	8.00	0.00	0.00	8.00	8.00	8.00	8.00	8.00	0.00	0.00	8.00	8.00	88.00	
administrative		7	5	2	x	x	3.5	8	6	8	8	x	x		6.5	5	63.00	
TRILEAF				4			3.5		1						0.5	3	14.00	
E03649-2		1															2.00	
SR0023-2			3	2													5.00	
UMTA-2NG									1								1.00	
HOLIDA18													8				8.00	
PAOLI-02															1		1.00	
																	0.00	
																	0.00	
																	0.00	
																	0.00	
																	0.00	
																	0.00	
																	0.00	
																	0.00	
2nd Half Totals		8.00	8.00	8.00	0.00	0.00	8.00	8.00	8.00	8.00	8.00	0.00	0.00	8.00	8.00	8.00	94.00	
Approved		Employee Signature: _____																



ASM

RECEIVED

DUPLICATE

JUL 18 2019

PO Box 680
Oaks, PA 19456-0680
Phone: 610-935-1420

TOWNSHIP MANAGER'S OFFICE
UPPER MERION TOWNSHIP

Web: www.maillie.com
E-mail: firm@maillie.com

Upper Merion Township
Attn: Ms. Sally Slook
175 West Valley Forge Road
King of Prussia, PA 19406-1802

Client Number: 91571
Invoice: 1000092379
Date: 06/30/2019
Due Date: Upon Receipt

Final billing on 2018:

General Fund	\$20,750.00 - 19,750
	per RFP dated 8/29/14
Sewer Revenue Fund	\$3,500.00
Sanitary and Stormwater Authority	\$3,500.00
General Authority	\$2,500.00
Transportation Authority 01130-0098	\$3,500.00
Health and Welfare Plan Form 990	\$1,000.00
DCED Report	\$4,250.00
Tredyffrin Utilization Report	\$2,250.00
Health and Welfare Plan	\$2,250.00
Less: Progress Billing	(\$32,700.00)
Billed Time & Expenses	<u>\$10,800.00</u>
Invoice Total	<u>\$10,800.00</u>

42,500
42,500



1000 Campus Dr
Collegeville, PA 19426

Direct Questions To: Customer Care - 1-800-934-3453 or
askcustomerservice@ironmountain.com

13620 1 AB 0.412 E0147X I0206 D4994222542 S2 P6535778 0001:0002



UPPER MERION TOWNSHIP K5125
BETTY I. LONDON
175 W VALLEY FORGE RD
KING OF PRUSSIA PA 19406-1851

Invoice

Account Overview

Invoice Number: BTYM312
Invoice Date: 06/30/2019
Storage Period: 07/01/2019 - 06/30/2020
Service Period: 05/29/2019 - 06/25/2019
Customer ID/Name: P7167/UPPER MERION TOWNSHIP
K5125

PO Number: 982017

Due By: 07/30/2019

New Charges

Storage 6,325.06
Service 0.00
Supplies 0.00
Other Charges 1,041.12
Tax 0.00

INVOICE AMOUNT DUE \$7,366.18

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- Make payments online
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Customer Care team at (800) 934-3453

LEGEND:

- When paying by check please include applicable customer ID(s), invoice number(s) and invoice amount(s)
- Balance Activity does not reflect any payment received that has not or could not be applied to open invoices.
- Storage is billed in advance and may include prorated storage charges for the current period*
- Services are billed in arrears*
- Adjustment amount includes credits, debits and other adjustments made by the specified date
- Payment is due per contract Net terms from the invoice date

*Unless otherwise expressly agreed upon in writing

\$520.56

UMTA

Annual Record Storage

01130-0098

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http://invoices.ironmountain.com
USE THIS ENROLLMENT CODE TO CREATE YOUR ORGANIZATION'S ADMINISTRATION ACCOUNT:
RDK DFF LHW

SUBMIT PAYMENTS TO: IRON MOUNTAIN
PO BOX 27128
NEW YORK, NY 10087-7128

Rudolph Clarke, LLC
Suite 200
Seven Neshaminy Interplex
Trevose, PA 19053

August 06, 2019

Upper Merion Transportation Authority
Upper Merion Township
Finance Department
175 West Valley Forge Road
King of Prussia, PA 19406-1802

In Reference To: Church Road Bridge
File No. 7605-003

Invoice #72311

Professional Services

	<u>Hours</u>	<u>Amount</u>
7/5/2019 NM Review draft Reimbursement Agreement from SEPTA; review Q. Durrett e-mail re: the same; e-mails to J. Smyth re: the same and review response	0.70	94.50
7/9/2019 NM Review status of reimbursement agreement	0.10	13.50
7/10/2019 NM Call with T. Kohler re: Reimbursement Agreement; review and reply to J. Nixon e-mail re: Reimbursement Agreement	0.20	27.00
7/15/2019 NM Review and reply to M. Boles e-mail re: Reimbursement Agreement	0.20	27.00
7/19/2019 NM Review BSA edits of Reimbursement Agreement; e-mail J. Nixon re: the same and review responses	0.40	54.00
7/26/2019 NM E-mail J. Smyth re: review of draft Reimbursement Agreement	0.10	13.50
7/30/2019 NM Review and reply to J. Smyth e-mail re: Reimbursement Agreement	0.20	27.00
For professional services rendered	<u>1.90</u>	<u>\$256.50</u>
Previous balance		\$297.00
7/12/2019 Payment - Thank You. Check No. 300		<u>(\$297.00)</u>
Total payments and adjustments		<u>(\$297.00)</u>
Balance due		<u><u>\$256.50</u></u>

Rudolph Clarke, LLC
Suite 200
Seven Neshaminy Interplex
Trevose, PA 19053

August 06, 2019

Upper Merion Transportation Authority
Upper Merion Township
Finance Department
175 West Valley Forge Road
King of Prussia, PA 19406-1802

In Reference To: Realen
File No. 7605-004

Invoice #72312

Professional Services

		<u>Hours</u>	<u>Amount</u>
7/5/2019	NM E-mails to J. Smyth re: off-site improvement calculations and review response	0.30	40.50
7/9/2019	NM Review status of calculating off-site improvements	0.10	13.50
7/10/2019	NM Call with T. Kohler re: status of traffic impact fee issue	0.10	13.50
7/11/2019	NM Call with J. Walko re: traffic impact fee issue	0.30	40.50
7/12/2019	NM Review and reply to N. Hiriak e-mail re: correspondence from JBG to Township re: traffic impact fee; review correspondence; calls with J. Walko and T. Kohler re: the same; review J. Walko e-mail re: the same	1.20	162.00
7/15/2019	NM Review and reply to M. Kaplin e-mails, e-mail J. Smyth, and call with J. Walko re: off site improvements	0.30	40.50
7/16/2019	NM Review and reply to J. Smyth e-mails re: escrowed money; calls with J. Walko and J. McGrory re: the same	0.40	54.00
7/18/2019	NM Call with J. McGrory re: status of traffic impact fee; e-mail to J. Walko re: the same	0.40	54.00
7/26/2019	NM Review and reply to M. Kaplin, J. Walko, C. Dolan and T> Kohler e-mails re: meeting for traffic impact fees; call with TK re: the same	0.70	94.50
7/30/2019	NM Prepare for and representation at meeting with Township and M. Kaplin re: traffic impact fees; call with T. Kohler and J. Walko and review and reply to J. Smyth and M. Kaplin re: the same	4.10	553.50

	<u>Hours</u>	<u>Amount</u>
7/31/2019 NM Review and reply to N. Hiriak and M. Kaplin e-mails re: traffic impact fees and agreement with JBG	0.30	40.50
For professional services rendered	<u>8.20</u>	<u>\$1,107.00</u>
Previous balance		\$580.50
7/12/2019 Payment - Thank You. Check No. 300		<u>(\$580.50)</u>
Total payments and adjustments		(\$580.50)
Balance due		<u><u>\$1,107.00</u></u>

Rudolph Clarke, LLC
 Suite 200
 Seven Neshaminy Interplex
 Treose, PA 19053

August 06, 2019

Upper Merion Transportation Authority
 Upper Merion Township
 Finance Department
 175 West Valley Forge Road
 King of Prussia, PA 19406-1802

In Reference To: Upper Merion Transportation Authority
 General Representation
 File No. 7605-001

CLOSED - NM BOX #7 - 6.2019

Invoice #72313

Professional Services

		<u>Hours</u>	<u>Amount</u>
7/5/2019	NM Review procedures for facilitating Act 209 study; draft Resolution re: the same	0.40	54.00
	NM Review and reply to M. Morales re: meeting minutes and review agendas	0.20	27.00
7/9/2019	NM E-mail J. Smyth re: Act 209 procedures; call with J. Smyth and T. Kohler re: the same	0.40	54.00
7/10/2019	NM Call with T. Kohler re: Act 209 Resolution; draft motion and e-mail J. Smyth and T. Kohler re: the same and review responses	0.80	108.00
	NM Review M. Morales e-mails re: agendas for meetings; prepare for and representation at Board Meetings	2.90	391.50
7/30/2019	NM Review R. Mercier and M. Greeneberg e-mails re: curbs on King of Prussia Road	0.20	27.00
	For professional services rendered	<u>4.90</u>	<u>\$661.50</u>
	Previous balance		\$985.50
7/12/2019	Payment - Thank You. Check No. 300		<u>(\$985.50)</u>
	Total payments and adjustments		<u>(\$985.50)</u>
	Balance due		<u><u>\$661.50</u></u>

