

UPPER MERION TOWNSHIP BOARD OF SUPERVISORS  
JANUARY 13, 2022 MEETING ~ 7:30 PM

AGENDA

1. Meeting Called to Order.
2. Pledge of Allegiance.
3. Roll Call.
4. Meeting Minutes:
5. Chairman's Comments:
6. New Business:
  - A. Swearing In of Police Officer Stephan Dennis, Fire Fighter Kevin Kerwin and EMT/Paramedic Brandon Tait
  - B. Consent Agenda re:
    1. Financial Escrow Security Release No.11, 900 River Road LLC, 900 River Road – Approval of Escrow Release No.11 to 900 River Road LLC in the amount of \$955,440.00 for the completion of required site improvements to date as part of the warehouse development project as recommended by the Township Engineer.
    2. Abrams/ Valley Brook/ Trout Run Pump Station Upgrade Project, Contract No. 1- General Construction Bid Award – To award Contract 1- General Construction Bid to Blooming Glen Contractors of Perkasie, PA in the amount of \$452,081.00 being the lowest responsible bidder and authorizing the proper Township Officials to sign all Contract Agreements.
    3. Abrams/ Valley Brook/ Trout Run Pump Station Upgrade Project, Contract No. 2- Electrical Construction Bid Award – To award the Contract 2 – Electrical Construction Bid to PSA Pumping Solutions of York Springs, PA in the amount of \$30,800.00 being the lowest responsible bidder and authorizing the proper Township Officials to sign all Contract Agreements.
    4. UMT Fire Station 56HQ Electrical Contract Change Order #4 to Whitemarsh Electric for kitchen hood wiring in the amount of \$252.08.
    5. UMT Fire Station 56HQ Electrical Contract Change Order #5 to Whitemarsh Electric for an additional locker room light fixture in the amount of \$1,538.45.
    6. UMT Fire Station 56HQ Electrical Contract Payment #8 in the amount of \$6,380.67 to Whitemarsh Electric for work to date on the Fire Station.

7. Financial Escrow Security Release No. 4, Horizon Drive Group, LP, 3700 Horizon Drive. Approval of Escrow Release No. 4 to Horizon Drive Group, LP in the amount of \$180,639.08 for the completion of required site improvements to date as part of the building expansion project as recommended by the Township Engineer.
  8. Land Development Plan Review Extension – Schuylkill Gulph Associates, 201 Gulph Road. Accept letter of extension from Schuylkill Gulph Associates for the review of the proposed Land development plan for 201 S. Gulph Rd until February 28, 2022.
  9. Subdivision Plan Review Extension – 215 Windsor LLC, 450 W. Beidler Rd  
Accept letter of extension from 215 Windsor LLC for the review of the proposed Subdivision plan for 450 W. Beidler Rd until February 28, 2022.
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- C. Resolution 2022-03 – Preliminary/Final Development Plan – MLP Ventures, 2501 Renaissance Blvd. Consideration of a preliminary/final land development plan for MLP Ventures, 2501 Renaissance Blvd, prepared by APEX Design & Engineering Group, LLC, dated July 28, 2021, for the construction of a 163,800 square foot research and development building and site improvements, including waivers as outlined in said resolution. 9.8 acres, SM-I/LI Zoning District.
  - D. Resolution 2022-04 - Preliminary/Final Development Plan – JP Orleans, Mancill Mill Road. Consideration of a preliminary/final land development plan for JP Orleans, Mancill Mill Road, prepared by Edward B. Walsh & Associates, Inc., dated August 9, 2019, last revised March 25, 2021 for the construction of a 119-unit townhouse development and associated site improvements, including waivers as outlined in said resolution. 14.4 acres, SM-1 Zoning District.
  - E. Resolution 2022-05 - PA Act 537 Sewage Facilities Planning Module – Mancill Mill Road Townships Development – JP Orleans. Authorization for the proper township officials to submit to PA DEP Sewage facilities Planning Modules for the subject property as a proposed revision to the Township’s Official Sewage Facilities Plan.
  - F. Resolution 2022-06 – Wilson Subdivision - 446 South Gulph Road. Consideration of a preliminary/final subdivision plan for Robert Wilson, 446 South Gulph Road, prepared by Estock Consulting Engineers, as submitted June 9, 2021, for the subdivision of the existing 40,757 sq. ft lot into 2 residential lots. R-2 Residential Zoning District.
  - G. Resolution 2022 - 07 – Amendment to Township Resolution 2020-26 approving the Preliminary/Final Land Development Plan of River Road LLC, 900 River Road. Consideration of a resolution amending Township Resolution No. 2020-26 which approved the Preliminary /Final Land Development Plan submitted by 900 River Road LLC, for the construction of a new 331,428 sf warehouse/distribution center and associated site improvements to modify the required Land Development and Financial Security Agreements to permit a cash escrow and eliminate the fee-in-lieu of provision for sidewalks and curbing.

7. Accounts Payable & Payrolls.
8. Additional Business.
9. Adjournment.

#### In-person Meeting Guidance

All individuals attending a Township meeting shall be required to adhere to all CDC & PA Dept of Health COVID-19 Guidelines. Masks are required to be worn at all Township facilities.



ARRO Consulting, Inc.  
321 North Furnace Street, Ste 200  
Birdsboro, PA 19508  
P: (610) 374-5285

December 28, 2021

Geoff Hickman  
Director of Public Works  
Upper Merion Township  
175 West Valley Forge Road  
King of Prussia, PA 19406

RE: Bid Review and Recommendation;  
Sodium Hypochlorite Equipment Replacement;  
Upper Merion Sanitary and Stormwater Authority;  
Matsunk WPCC and Trout Run WPCC.  
ARRO #11073.06

Dear Geoff:

The bids for the above referenced project were opened on December 22, 2021. A total of four (4) bids were submitted. ARRO has reviewed the bids submitted to the Upper Merion Sanitary and Stormwater (Authority) and offers the following:

The apparent low bidder for Contract One – General Construction is Eastern Environmental Contractors, Inc. (Eastern Environmental) of Green Lane, PA. The Bid Form indicates a total Base Bid amount of \$428,800.00. There were also two Alternate Bid Items for the Authority's consideration. Alternate A in the amount of \$20,300.00 to replace the large door at Trout Run WPCC and Alternate B in the amount of \$37,100.00 to replace the ventilation units at Matsunk WPCC. The Bid Tabulation, showing all bidders, is attached for your reference.

Receipt of addenda is acknowledged on Eastern Environmental's Bid Form. A Bid Bond, with a Power of Attorney, is included with their bid package, along with an Experience Questionnaire and List of Proposed Subcontractors. A Non-Collusion Affidavit and additional documents as requested on the Bid Form were also provided with the original bid submission.

ARRO is familiar with the work of the apparent low bidder on past projects performed for ARRO and they are qualified to do this work.

Pending any concerns raised by the Authority, ARRO recommends that the Authority award the contract to Eastern Environmental Contractors, Inc.

Corporate Headquarters - 108 West Airport Road, Lititz, PA 17543  
P: (717) 569-7021 | [www.arroconsulting.com](http://www.arroconsulting.com)

OUT-IN-FRONT. EVERY STEP OF THE WAY.



ARRO Consulting, Inc.  
321 North Furnace Street, Ste 200  
Birdsboro, PA 19508  
P: (610) 374-5285

Please advise us of your decision and we will proceed with issuing contract documents to Eastern Environmental Contractors, Inc. for execution.

Sincerely,

A handwritten signature in black ink, appearing to read "William L. Bohner, Jr.", written in a cursive style. The signature is positioned to the right of the word "Sincerely,".

William L. Bohner, Jr., P.E.  
Project Manager

cc: Rob McKernan – Upper Merion Township  
Mark Bale – Upper Merion Township  
Paul Kolbmann – Upper Merion Township

Corporate Headquarters - 108 West Airport Road, Lititz, PA 17543  
P: (717) 569-7021 | [www.arroconsulting.com](http://www.arroconsulting.com)

OUT-IN-FRONT. EVERY STEP OF THE WAY.

Trout Run WPCC and Matsunk WPCC - Sodium Hypochlorite/Bisulfite Upgrades  
 Bid Tabulation Bid Opening - 12/22/21

Item Number	Description	Type	Units	Quantity	Eastern Environmental Contractors, Inc.	TTI Environmental, Inc.	Iron Hills Construction	JEV Construction LLC
1	Trout Run WPCC Sodium Hypochlorite	Base LS		1	\$141,200.00	\$108,084.00	\$163,000.00	\$173,800.00
2	Trout Run WPCC Sodium Bisulfite	Base LS		1	\$74,400.00	\$106,475.00	\$87,000.00	\$81,600.00
3	Matsunk WPCC Sodium Hypochlorite	Base LS		1	\$130,300.00	\$105,040.00	\$136,000.00	\$156,500.00
4	Matsunk WPCC Sodium Bisulfite	Base LS		1	\$82,900.00	\$124,501.00	\$113,000.00	\$97,800.00
Alternate A	Replace door at Trout Run WPCC (ADD)	Option LS		1	\$20,300.00	\$40,250.00	\$40,250.00	\$21,800.00
Alternate B	Replace roof ventilation units at Matsunk WPCC (ADD)	Option LS		1	\$37,100.00	\$23,597.00	\$24,725.00	\$36,000.00
TOTAL (w/o Alternates A and B)					\$428,800.00	\$444,100.00	\$499,000.00	\$509,700.00
TOTAL (w/ Alternates A and B)					\$486,200.00	\$507,947.00	\$563,975.00	\$567,500.00
TOTAL (w/ just Alternate A)					\$449,100.00	\$484,350.00	\$539,250.00	\$531,500.00
TOTAL (w/ just Alternate B)					\$465,900.00	\$467,697.00	\$523,725.00	\$545,700.00

Signed: William L. Bolmer, Jr.  
 ARRO Consulting, Inc.

**RESOLUTION NUMBER: 2021-\_\_\_\_\_**  
**DP NUMBER 2020-02**

**UPPER MERION TOWNSHIP**  
**MONTGOMERY COUNTY, PENNSYLVANIA**

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**RESOLUTION FOR AMENDMENT OF RESOLUTION 2020-26; AMENDMENT OF  
LAND DEVELOPMENT AGREEMENT AND FINANCIAL SECURITY AGREEMENT  
FOR 331,428 SQUARE FOOT WAREHOUSE/DISTRIBUTION FACILITY AT 900  
RIVER ROAD**

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**WHEREAS**, 900 River Road, LLC (“Applicant”) is the legal owner of a 29.34 +/- acre site located at 900 River Road, Upper Merion Township, in the HI Heavy Industrial zoning district, more specifically identified as Montgomery County Tax Parcel Number **58-00-07052-00-9** (the “Subject Property”);

**WHEREAS**, Applicant is redeveloping the Subject Property by demolishing the existing buildings and constructing a new 331,428 square foot warehouse/distribution facility with associated parking, lighting, landscaping, grading, utilities, erosion and sedimentation control, and stormwater management (“Proposed Use”);

**WHEREAS**, Applicant obtained Preliminary/Final Land Development Plan Approval for the Proposed Use as set forth in Resolution Number 2020-26;

**WHEREAS**, Applicant entered into a Land Development Agreement and Financial Security Agreement with Upper Merion Township (“Township”) dated December 8, 2020 and recorded in the Montgomery County Recorder of Deeds at Deed Book 6214 Pages 02341tp 02399.1 (“Original LDA”);

**WHEREAS**, Applicant intends to sell the Subject Property to DOF VI KOP, LLC, a Delaware limited liability company (“Buyer”).

**WHEREAS**, Applicant has requested the replacement of the existing financial security, a letter of credit, to a cash escrow.

**WHEREAS**, Applicant has constructed certain improvements which negate the requirement of a fee-in-lieu payment to the Township as required by paragraph 2.i in Resolution 2020-26.

**NOW, THEREFORE, BE IT RESOLVED**, by the Upper Merion Township Board of Supervisors, Montgomery County, this \_\_\_\_\_ day January, 2022, that said request for the replacement of the existing financial security with a cash escrow and modification of Resolution 2020-26 to negate a fee-in-lieu payment to the Township is **APPROVED WITH CONDITIONS:**

1. The Applicant agrees to post financial security in the amount of Five Hundred Fifty-Two Thousand Six Hundred Thirty-Nine and 33/100 Dollars (**\$552,639.33**) ("**Amended Financial Security**") which is the current remaining escrow anticipated to be a reasonable estimate, as determined by the Township Engineer, of the remaining costs of the Improvements, including the 10% contingency permitted by the MPC and a 5% engineer and inspection fee. Once the financial security is posted, the existing letter of credit may be cancelled, upon approval of the Township Manager.
2. Resolution 2020-26 is hereby amended to delete Paragraph 2.i. which requires the Applicant to make a \$108,696.00 fee-in-lieu payment to the Township for the Township's future use to install sidewalk, curbing, and/or other similar pedestrian facilities along River Road to state that no fee in lieu payment is due to the Township from Applicant as Applicant has installed sidewalk, curbing and other similar pedestrian facilities.
3. No 18<sup>th</sup> month maintenance bond as set forth in 53 P.S. §10509(k) of the Municipalities Planning Code shall be required by the Township as no public improvements are being dedicated and Applicant is posting a bond with PennDOT for traffic improvements.
4. Applicant and Buyer agree to execute a First Amendment to the Original LDA at the time of the posting of the Amended Financial Security.
5. Applicant and Buyer shall be bound by Resolution Number 2020-26 and the Original LDA except as amended by this Resolution.

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**In the event that the Resolution is not delivered to the Township within ten days from receipt, it shall be deemed that the Applicant does not accept these conditions, and approvals conditioned upon this acceptance are revoked, and the application shall be considered to be denied for the reasons set forth in the review letters listed above.**

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**RESOLVED AND APPROVED** this this \_\_\_\_\_ day of January, 2022.

**ATTEST:**

**UPPER MERION TOWNSHIP  
BOARD OF SUPERVISORS**

\_\_\_\_\_  
**Anthony Hamaday**, Township Secretary

\_\_\_\_\_  
**William Jenaway**, Chairperson



**ACCEPTANCE OF CONDITIONS**

I, \_\_\_\_\_, being authorized by the Applicant, do hereby acknowledge and accept Resolution Number 2022-\_\_\_\_ issued by the Upper Merion Township Board of Supervisors and accept the conditions contained therein as recited above.

**APPLICANT: 900 River Road, LLC**

BY:

Name: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness

I, \_\_\_\_\_, being authorized by the Buyer, do hereby acknowledge and accept Resolution Number 2021-\_\_\_\_ issued by the Upper Merion Township Board of Supervisors and accept the conditions contained therein as recited above.

**BUYER: DOF VI KOP, LLC, LLC,**  
a Delaware limited liability company

BY:

Name: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness

Date: \_\_\_\_\_



**Prepared By/** Joseph J. McGrory, Jr., Esquire,  
**Return To:** Hamburg, Rubin, Mullin, Maxwell & Lupin, PC  
375 Morris Road  
P.O. Box 1479  
Lansdale, PA 19446

**Parcel No. 58-00-07052-00-9**

**UPPER MERION TOWNSHIP  
MONTGOMERY COUNTY, PENNSYLVANIA**

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**FIRST AMENDMENT TO LAND DEVELOPMENT AGREEMENT AND FINANCIAL  
SECURITY AGREEMENT**

THIS AGREEMENT (“Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and among **UPPER MERION TOWNSHIP**, a Township in the County of Montgomery and Commonwealth of Pennsylvania (“Township”), **900 RIVER ROAD, LLC** (“Developer”) and **DOF VI KOP, LLC** (“Buyer”).

**BACKGROUND**

WHEREAS, the Developer applied for land development of ground situate in Upper Merion Township, Pennsylvania, located at 900 River Road, Upper Merion Township, in the HI Heavy Industrial zoning district, more specifically identified as Montgomery County Tax Parcel Number **58-00-07052-00-9** (the “Property”);

WHEREAS, the Township granted conditional, preliminary/final land development approval for the Project on August 6, 2020 pursuant to Upper Merion Township Resolution 2020-26 (“Resolution”). The Resolution is attached hereto as **Exhibit “A”**;

WHEREAS, the Developer is developing the Property by demolishing the existing buildings and constructing a new 331,428 square foot warehouse/distribution facility with associated parking, lighting, landscaping, grading, utilities, erosion and sedimentation control, and stormwater management (the "Project");

WHEREAS, the Developer intends to sell the Property to Buyer;

WHEREAS, the Developer has requested the replacement of the existing financial security, a letter of credit, to a cash escrow.

WHEREAS, the Township agreed to amend the Land Development Agreement and Financial Security Agreement dated December 8, 2020 and recorded in the Montgomery County Recorder of Deeds at Deed Book 6214 Pages 02341tp 02399.1 ("Original LDA"); pursuant to Upper Merion Township Resolution 2022-\_\_\_\_ ("Resolution"). The Original LDA is attached hereto as **Exhibit "B"**;

WHEREAS, the Developer, Buyer and Township are desirous of clarifying and stipulating in detail the Developer's and Buyer's obligations as set forth in the Resolution 2022-\_\_\_\_ and the Original LDA;

NOW, THEREFORE, the parties hereto intending to be legally bound, covenant and agree for themselves, their successors, nominees, grantees, or assigns, as follows:

1. The Developer and Buyer shall be bound by all the terms of the Original LDA except as amended herein.

2. Paragraphs 24 and 25 of the Original LDA are amended to state as follows:

**FINANCIAL SECURITY AND REIMBURSEMENT TO TOWNSHIP:**

24. **FINANCIAL SECURITY:** Contemporaneously herewith, Developer agrees to post the Financial Security in the amount of Five Hundred Fifty-Two Thousand Six Hundred

Thirty-Nine and 33/100 Dollars (\$552,639.33) (“**Amended Financial Security**”) which is anticipated to be a reasonable estimate, as determined by the Township Engineer, of the total costs of the remaining Improvements, including the 10% contingency permitted by the MPC and a 5% engineer and inspection fee. A detailed breakdown of the costs of the Improvements is set forth in Exhibit “C”.

**25. TYPE OF FINANCIAL SECURITY –CASH ESCROW:** The Developer has elected to provide a cash escrow as the Amended Financial Security for the Project.

a. Developer agrees to post a cash escrow in the amount of One Million Seven Hundred Fifty-Nine Thousand Eight Hundred Eighty-Four and 51/100 Dollars (\$1,759,884.51) serving as the Amended Financial Security for funding the payment of the costs for the Improvements, engineering inspections, contingencies, and administration fees identified in Exhibit “C”, to the satisfaction of the Township.

b. As Developer pays the expenses, including the work of installing or constructing the remaining Improvements, the Developer may request the Township to reduce, from time to time, the amount of the cash escrow in proportion to the amount of work completed by Developer as agreed upon by Developer and Township. Any such request shall be in writing, addressed to the Township Manager along with the Financial Reduction Form attached hereto as **Exhibit “D”**. Upon receipt of certifications from the Township Engineer that Improvement for which payment has been requested have been completed, the Township shall authorize in writing, to reduce the cash escrow by the amount approved by the Township Engineer as fairly representing the costs paid or the value of the remaining Improvements completed. Developer and Buyer agree that Township shall pay the Developer any reduction in the cash escrow and Buyer shall have no recourse against Township for payment to Developer even after Buyer has purchased the Property.

c. In the event that Developer defaults in the Developer's obligations set forth herein, and after written notice is provided to Developer and a thirty (30) day opportunity to cure is provided for Developer to come into compliance with this Paragraph, and the Township elects or is compelled to pay costs of the remaining Improvements, the Developer and Buyer agree that the balance of the cash escrow shall be paid to Township. If such a default occurs, the Township shall be reimbursed by Developer and/or Buyer for all reasonable attorneys' fees and litigation costs. The parties agree that the Township Solicitor will charge their normal, non-municipal hourly rates.

d. Developer and Buyer agree that Township may proceed against Developer and/or Buyer, after Buyer purchases the Property, as to any default as to the remaining Improvements to be constructed.

*Signature Page to Follow*

**IN WITNESS WHEREOF**, the parties hereto have caused this agreement to be duly executed the day and year first above written.

**TOWNSHIP:**  
**UPPER MERION TOWNSHIP:**

By: \_\_\_\_\_  
Anthony Hamaday  
Township Manager

**DEVELOPER:**  
**900 RIVER ROAD, LLC**

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

Print Name: Jeffrey Theobald

Title: Authorized Signatory

**BUYER:**  
**DOF VI KOP, LLC**

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

Print Name:

Title: Authorized Signatory

**ACKNOWLEDGMENT**

COMMONWEALTH OF PENNSYLVANIA :  
: SS.  
COUNTY OF MONTGOMERY :  
:

On this \_\_\_\_ day of \_\_\_\_\_, 2021, before me, the undersigned officer, personally appeared **Anthony Hamaday**, who acknowledged himself to be the Manager of **UPPER MERION TOWNSHIP**, that he is authorized to execute this document on behalf of the Township, and that he executed the same for the purposes therein contained.

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

\_\_\_\_\_  
Notary Public

**ACKNOWLEDGMENT**



**ACKNOWLEDGMENT**

\_\_\_\_\_  
COMMONWEALTH OF \_\_\_\_\_ :  
  :      SS.  
COUNTY OF \_\_\_\_\_ :  
\_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 2021, before me, the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged himself/herself to be the \_\_\_\_\_ of **DOF VI KOP, LLC** and that he/she, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

\_\_\_\_\_  
Notary Public

Exhibit "A"  
("RESOLUTION")

**Exhibit "B"**

**ORIGINAL LAND DEVELOPMENT AGREEMENT**

**EXHIBIT C**

**("THE ESTIMATED COST OF THE REMAINING IMPROVEMENTS")**

**Exhibit "D"**

**("FINANCIAL SECURITY REDUCTION FORM")**



RILEY RIPER HOLLIN & COLAGRECO  
ATTORNEYS AT LAW

DENISE R. YARNOFF  
[Denise@rrhc.com](mailto:Denise@rrhc.com)  
Extension 211

January 6, 2022

**VIA E-MAIL and FIRST-CLASS MAIL**

Anthony T. Hamaday  
Township Manager  
Upper Merion Township  
175 W. Valley Forge Road  
King of Prussia, PA 19406

RE: Preliminary/Final Land Development Plans  
Schuylkill Gulph Associates, L.P./Upper Merion Township

Dear Tony:

As you are aware, Schuylkill Gulph Associates, L.P. ("SGA") filed its Preliminary/Final Land Development Plans on August 20, 2021 ("Plans"). Please allow this letter to confirm that SGA hereby grants an extension of time for the Board of Supervisors to render a decision on the Plans on or before February 28, 2022.

Should you have any questions, please do not hesitate to contact me.

Very truly yours,

*/s/ Denise R. Yarnoff*

DENISE R. YARNOFF

DRY/ajd

cc: John Bown, III (via email).  
Jay Bown (via email)

# FROMHOLD JAFFE ADAMS & JUN

ATTORNEYS AT LAW ■ A PROFESSIONAL CORPORATION

Marc H. Jaffe\*  
Fred B. Fromhold  
David R. Adams†  
Ji Min Jun†

December 16, 2021

\*LLM in Taxation  
†Also admitted in New Jersey

Mr. Anthony Hamaday  
Upper Merion Township  
175 West Valley Forge Road  
King of Prussia, PA 19406

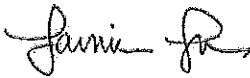
In re: 450 W Beidler Road (TMP #58-00-01021-00-1 & 58-00-01018-00-4)  
Our Ref.: 5969.001

Dear Mr. Hamaday:

On behalf of 215 Windsor LLC, we hereby grant the Township an extension of time through and including February 28, 2022 to render and communicate its decision in the above-referenced Subdivision and Land Development Application.

Please let us know if you have any questions or require anything additional.

Sincerely,



JAMIE JUN

CC: 215 Winsor LLC

n:\documents\5969\001\tr. a. hamaday [extension] december 2021.docx

**APPLICATION AND CERTIFICATE FOR PAYMENT**

TO OWNER:  
 UPPER MERION TOWNSHIP  
 175 WEST VALLEY FORGE ROAD  
 KING OF PRUSSIA, PA. 19406  
 FROM CONTRACTOR:  
 WHITEMARSH ELECTRIC, INC.  
 300 SUMMIT AVENUE  
 CONSHOHOCKEN, PA. 19428

PROJECT:  
 Intermediate Floor Fit-Out - UMT Fire Station 56  
 400 Guthrie Road  
 King of Prussia, PA 19406  
 VIA ARCHITECT:

APPLICATION #: 8  
 PERIOD TO: 07/31/21  
 PROJECT NOS: 2162.00-19  
 CONTRACT DATE: 06/03/20

Distribution to:  
 Owner  
 Const. Mgr  
 Architect  
 Contractor

CONTRACT FOR: ELECTRICAL WORK

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract.  
 Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM	\$	75,391.00
2. Net change by Change Orders	\$	3,807.66
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$	79,198.66
4. TOTAL COMPLETED & STORED TO DATE \$ (Column G on Continuation Sheet)	\$	79,198.66
5. RETAINAGE:		
a. 10.0% of Completed Work (Column D+E on Continuation Sheet)	\$	
b. 10.0% of Stored Material (Column F on Continuation Sheet)	\$	
Total Retainage (Line 5a + 5b of Total in Column I of Continuation Sheet)	\$	7,919.89
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$	71,278.77
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	64,898.10
8. CURRENT PAYMENT DUE	\$	6,380.67
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	7,919.89

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown therein is now due.

CONTRACTOR:  
 By: [Signature] Date: 7/20/21

State of: PA  
 County of: Montgomery  
 Subscribed and sworn to before  
 me this 26th day of July, 2021

Commonwealth of Pennsylvania - Notary Seal  
 Joan Fleming, Notary Public  
 Montgomery County  
 My commission expires February 19, 2023  
 Commission number 1228922  
 Member, Pennsylvania Association of Notaries

Notary Public: [Signature]  
 My Commission expires: February 19, 2023

**CERTIFICATE FOR PAYMENT**

In accordance with Contract Documents, based on on-site observations and the data comprising application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \_\_\_\_\_

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

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

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner of Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$250.68	
Total approved this Month	\$3,556.98	
TOTALS	\$3,807.66	
NET CHANGES by Change Order	\$3,807.66	



# Document G701

## Change Order

<b>PROJECT:</b> Intermediate Floor Fit-Out UMT Fire Station 56 400 Guthrie Road King of Prussia, PA 19406	<b>CHANGE ORDER NUMBER:</b> 05-RV1  <b>DATE:</b> 02/10/2021  <b>ARCHITECT'S PROJECT NO:</b> 2162.00-19	<b>OWNER</b> <input checked="" type="checkbox"/> <b>ARCHITECT</b> <input checked="" type="checkbox"/> <b>CONTRACTOR</b> <input type="checkbox"/> <b>FIELD</b> <input type="checkbox"/> <b>OTHER</b> <input type="checkbox"/>
<b>TO OWNER:</b> UPPER MERION TOWNSHIP 175 WEST VALLEY FORGE ROAD KING OF PRUSSIA, PA 19406	<b>CONTRACT DATE:</b> 06/03/2020  <b>CONTRACT FOR:</b> ELECTRICAL WORK	

The Contract is changed as follows:  
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

**Supply and install one additional light fixture (2 total) in locker rooms.**

The original _____ Contract Sum _____ was	\$ _____	\$75,391.00
The net change by previously authorized Change Orders	\$ _____	\$0.00
The _____ Contract Sum _____ prior to this Change Order was	\$ _____	\$75,391.00
The _____ Contract Sum _____ will be _____ increased _____ by this Change Order in the amount of	\$ _____	\$1,538.45
The new _____ Contract Sum _____ including this Change Order will be	\$ _____	\$76,929.45
The Contract Time will be _____ unchanged _____ by <enter days in words> ( _____ ) days		
The date of Substantial Completion as of the date of this Change Order therefore is		

*(Note: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.)*

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

**Bernardon**  
ARCHITECT (Firm name)  
**123 Justison Street, Suite 101**  
**Wilmington, Delaware 19801**  
ADDRESS

**Whitemarsh Electric, Inc.**  
CONTRACTOR (Firm name)  
**300 Summit Avenue**  
**Conshohocken, Pa 19428**  
ADDRESS

**Upper Merion Township**  
OWNER (Firm name)  
**175 West Valley Forge Road**  
**King of Prussia, PA 19406**  
ADDRESS

BY (Signature)

BY (Signature)

BY (Signature)

Typed name

**Teresa V. Ferris - President**  
Typed name

Typed name

DATE

DATE

DATE

# Document G701

## Change Order

<b>PROJECT:</b> Intermediate Floor Fit-Out UMT Fire Station 56 400 Guthrie Road King of Prussia, PA 19406	<b>CHANGE ORDER NUMBER:</b> 04-RV1  <b>DATE:</b> 02/10/2021  <b>ARCHITECT'S PROJECT NO:</b> 2162.00-19	<b>OWNER</b> <input checked="" type="checkbox"/> <b>ARCHITECT</b> <input checked="" type="checkbox"/> <b>CONTRACTOR</b> <input type="checkbox"/> <b>FIELD</b> <input type="checkbox"/> <b>OTHER</b> <input type="checkbox"/>
<b>TO OWNER:</b> UPPER MERION TOWNSHIP 175 WEST VALLEY FORGE ROAD KING OF PRUSSIA, PA 19406	<b>CONTRACT DATE:</b> 06/03/2020  <b>CONTRACT FOR:</b> ELECTRICAL WORK	

The Contract is changed as follows:  
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

**Power wiring and final connection to kitchen hood.**

The original <u>                    </u> Contract Sum <u>                    </u> was	\$ <u>                    </u> <u>                    </u>
The net change by previously authorized Change Orders	\$ <u>                    </u> <u>                    </u>
The <u>                    </u> Contract Sum <u>                    </u> prior to this Change Order was	\$ <u>                    </u> <u>                    </u>
The <u>                    </u> Contract Sum <u>                    </u> will be <u>          increased          </u> by this Change Order in the amount of	\$ <u>                    </u> <u>                    </u>
The new <u>                    </u> Contract Sum <u>                    </u> including this Change Order will be	\$ <u>                    </u> <u>                    </u>
The Contract Time will be <u>          unchanged          </u> by <enter days in words> ( <u>          </u> ) days	\$ <u>                    </u> <u>                    </u>
The date of Substantial Completion as of the date of this Change Order therefore is	

(Note: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.)

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

                      
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