



# TOWNSHIP OF ABINGTON

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## *PUBLIC AFFAIRS COMMITTEE*

*John Spiegelman, Chair  
Tom Bowman, Vice-Chair  
Lori Schreiber  
Jimmy DiPlacido  
Peggy Myers*

### **A G E N D A** **December 5, 2018** **7:00 P.M.**

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**1. CALL TO ORDER**

**2. CONSIDER APPROVAL OF MINUTES**

- a. Motion to approve the minutes of the October 3, 2018 Public Affairs Committee Meeting.

**3. PRESENTATION**

**4. UNFINISHED BUSINESS**

**PUBLIC AFFAIRS COMMISSIONER JOHN SPIEGELMAN, CHAIR**

- a. **PA-01-121318** Consider a motion to approve the installation of a new fire alarm panel system  
(PA-05-101118) to monitor the sprinkler system at the Crestmont Clubhouse and additional costs as a result of unforeseen soils conditions.

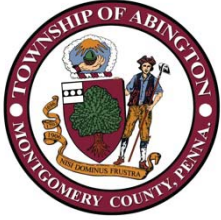
**5. NEW BUSINESS**

**PUBLIC AFFAIRS COMMISSIONER JOHN SPIEGELMAN, CHAIR**

- a. **PA-02-121318** Consider a motion to accept the lowest responsible bid from Jack & Jill Ice Cream Company for both Crestmont and Penbryn snack bars for a three year contract.

**6. PUBLIC COMMENT**

**7. ADJOURNMENT**



## **PUBLIC AFFAIRS COMMITTEE**

### **AGENDA ITEM**

November 27, 2018

*DATE*

Community Development

*DEPARTMENT*

PA-01-121318

*AGENDA ITEM NUMBER*

#### **FISCAL IMPACT**

Cost > \$10,000.

Yes

No

#### **PUBLIC BID REQUIRED**

Cost > \$20,100

Yes

No

#### **AGENDA ITEM:**

Change Order for the Crestmont Clubhouse

#### **EXECUTIVE SUMMARY:**

The construction of the Crestmont Clubhouse started on Monday, May 10, 2017 with the demolition of the aged existing township facility building, commonly known as the "Round House". The general contractor started the site work during the month of June 2017 and continued with a nine-(9) month construction period to construct the new facility.

Construction was completed on March 8, 2018 and the Certificate of Occupancy was issued on the following day.

During the construction period, the construction activity was regularly inspected by the Project Architect Daniel Jalboot, AIA and Township staff. Biweekly construction job meetings occurred in the construction trailer. During the construction period, many issues were responded to by the project team. The following are two "Request for Change Order" (RFC) submitted by the general contractor. Township staff condensed these two items into one change order.

RFC No: GC COR-02 is for the installation of a fire alarm system to monitor for fire and the sprinkler system in the amount of \$5,821.50. The fire alarm system is not in the construction contract. RFC No: GC COR-03 is for unforeseen unsuitable soils conditions in the amount of \$3,900.00.

The original approved contract amount is \$1,545,571.00. If approved, this change order will increase the construction contract amount to \$1,555,292.50. The entire amount of the proposed Change Order Number: 001 in the amount of \$9,721.50 will be entirely paid with CDBG funds. No impact on the existing or future Township budget.

#### **PREVIOUS BOARD ACTIONS:**

On April 13, 2017, the Abington Township Board of Commissioners accepted the lowest responsible bid and authorized the Township to enter into a construction contract with L.J. Paoletta Construction, Inc. in the amount of \$1,545,571.00 to construct the Crestmont Clubhouse at Crestmont Park.

#### **RECOMMENDED BOARD ACTION:**

Consider a motion to approve the installation of a new fire alarm panel system to monitor the sprinkler system at the Crestmont Clubhouse and additional costs as a result of unforeseen soils conditions.

Ordinance No. 2138 - To Amend Chapter 156 (Vehicles and Traffic), Article II (Traffic Regulations) Section 14 – (Stop Intersections) and Article III (Parking Regulations) Section 25 – (Parking Prohibited At All Times; No Parking Between Signs; No Parking Here to Corner; Parking Prohibited Except Certain Hours; No Stopping Or Standing)

Commissioner Schreiber made a MOTION, seconded by Commissioner Spiegelman to advertise Ordinance No. 2138 amending Chapter 156 (Vehicles and Traffic), Article II (Traffic Regulations) Section 14 – (Stop Intersections) and Article III (Parking Regulations) Section 25 – (Parking Prohibited At All Times; No Parking Between Signs; No Parking Here to Corner; Parking Prohibited Except Certain Hours; No Stopping Or Standing) for adoption at the regularly scheduled meeting of the Board of Commissioners on May 11, 2017 at 7:30 PM.

Commissioner Luker asked for any comments from Commissioners or staff. There were none.

MOTION was ADOPTED 14-0.

**PUBLIC AFFAIRS COMMITTEE:**

Bid Award – Community Facility at Crestmont Park

Commissioner Spiegelman made a MOTION, seconded by Commissioner Kalinoski to accept the lowest Responsible Bidder and enter into a contract with L.J. Paoella Construction, Inc. in the amount of \$1,545,571.00 to construct a new community facility at Crestmont Park.

Commissioner Luker asked for any comments from Commissioners or staff. There were none.

MOTION was ADOPTED 14-0.

Funding of the Community Facility at Crestmont Park

Commissioner Spiegelman made a MOTION, seconded by Commissioner Kalinoski to authorize the use of funds from BB&T Account Number 1390000740639 in the amount of \$119,027.62 (as of 01/31/2017) to fund the construction of the new community facility at Crestmont Park. This account was established on August 31, 1990 for affordable housing purposes that has been replaced by funding from HUD and DCED.

Commissioner Luker asked for any comments from Commissioners or staff. There were none.





**Crestmont Clubhouse Re-Bid - Township of Abington**

**Bid Tabulation**

Bid's Due: April 4, 2017, 10:00 am (Public Opening at 11:00)

| CONTRACTOR                       | Bid Bond | Contractor's Qual. (G.C.) | Non-collusion | Repres., Certs. & Other | BASE BID     | DEDUCT #1   | DEDUCT #2   | ADD #3   | DEDUCT #4   | DEDUCT #5  | DEDUCT #6   | DEDUCT #7   | BID RANGE              |                 |
|----------------------------------|----------|---------------------------|---------------|-------------------------|--------------|-------------|-------------|----------|-------------|------------|-------------|-------------|------------------------|-----------------|
|                                  |          |                           |               |                         |              |             |             |          |             |            |             |             | BASE BID W/ALL DEDUCTS | BASE BID W/ ADD |
| Caldwell, Heckles & Egan, Inc.   |          |                           |               |                         | 1,688,000.00 | 0.00        | (10,100.94) | 675.00   | (14,235.00) | (8,500.00) | (12,000.00) | (1,500.00)  | 1,641,664.06           | - 1,688,675.00  |
| Delran Builders                  |          |                           |               |                         | 1,684,196.00 | 10,336.00   | (10,821.00) | 3,683.00 | (9,450.00)  | 3,647.00   | (6,400.00)  | (38,255.00) | 1,633,253.00           | - 1,687,879.00  |
| <b>L.J. Paoella Construction</b> | X        | X                         | X             | X                       | 1,590,000.00 | (24,665.00) |             | 1,550.00 | (14,264.00) | 0.00       | (5,500.00)  | 0.00        | 1,545,571.00           | - 1,591,550.00  |
|                                  |          |                           |               |                         |              |             |             |          |             |            |             |             | -                      |                 |
|                                  |          |                           |               |                         |              |             |             |          |             |            |             |             | -                      |                 |

**Bid Alternates:**

- Deduct Alternate #1: Stone Veneer. Reduce the scope of the stone, limited to base all around building.
- Deduct Alternate #2: Landscaping. Deduct the cost of the landscaping.
- Add Alternate #3: Rubber Flooring. Change the type of flooring for increased thickness.
- Deduct Alternate #4: Stone Veneer at Interior. Change the finish of the south M.P. Room wall from stone veneer to painted GWB.
- Deduct Alternate #5: Foundation walls. Change the design of the foundation walls from reinforced concrete to CMU.
- Deduct Alternate #6: Fire Alarm System. Deduct the cost of the fire alarm system in it's entirety.
- Deduct Alternate #7: Steel Certification. Eliminate the AISC Certification Requirement and comply with addenda specification changes. Owner to test steel.



GENERAL CONSTRUCTION CONTRACT

New Crestmont Clubhouse  
for the Township of Abington

1. Base Bid:

We the undersigned propose to furnish all labor, materials, services and equipment necessary for the Construction, of the New Crestmont Clubhouse by Abington Township, 1176 Old York Road, Abington, PA 19001, as shown on the Drawings and described in the Specifications and Addenda, and coordinate our work with that of all other contractors employed by the Owner. All work and material shall be as required by and in strict conformance with the Contract Documents and Addenda thereto, covering the execution of the work within the limit of the Contract, for the base bid sum of:

Dollars written One million five hundred ninety thousand dollars and zero cents  
Dollars \$ 1,590,000.00

2. Alternates: The Base Bid amount above may be modified by the following Alternates.

Deduct Alternate #1: Exterior Stone Veneer

We the undersigned propose to reduce all labor, materials, services and equipment necessary for the modification and reduction of the use of the stone veneer on the exterior of the building as shown on the building elevations sheet A303 and wall section 3/A503.

Dollars written twenty four thousand six hundred sixty five dollars & zero cents  
Dollars \$ 24,665.00

Deduct Alternate #2: Landscaping

We the undersigned propose to omit all labor, materials, services and equipment necessary for the installation of the landscaping, excluding grasses, shown in the contract documents and on sheets L-1 and L-2.

Dollars written Seven thousand six hundred dollars and zero cents  
Dollars \$ 7,600.00

Add Alternate #3: Rubber Flooring Thickness Increase

We the undersigned propose to furnish all labor, materials, services and equipment necessary for the installation of the rubber flooring indicated in Spec. Section 096500, Part 2.2-C (Inertia Sports Flooring) in lieu of the Microtone Hammered Texture Rubber Tile specified as the base bid. The color and pattern is to remain as documented for the base bid.

Dollars written One thousand five hundred fifty dollars and zero cents  
Dollars \$ 1,550.00

**Deduct Alternate #4: Omit the Stone Veneer on the Interior**

We the undersigned propose to omit all labor, materials, services and equipment necessary for the installation of the stone veneer and related products on the interior on the south wall of the Multi Purpose Room 105 shown in the contract documents and replace it with 5/8" abuse resistant gypsum drywall, painted.

Dollars written Fourteen thousand two hundred sixty four dollars and zero cents  
Dollars \$ 14,264.00

**Deduct Alternate #5: Change Foundations Walls from Concrete to CMU:**

We the undersigned propose to provide all labor, materials, services and equipment necessary for the change from poured concrete foundation walls to the reinforced CMU walls and details shown and specified in the structural drawings.

Dollars written Zero dollars  
Dollars \$ - 0 -

**Deduct Alternate #6: Fire Alarm System:**

We the undersigned propose to omit all labor, materials, services and equipment necessary for the elimination of the fire alarm system shown on E2.1 and as specified in 283111.

Dollars written Five thousand five hundred dollars and zero cents  
Dollars \$ 5500.00

**Deduct Alternate #7: Eliminate AISC Certification requirements:**

We the undersigned propose to omit all labor, materials, services and equipment necessary for the AISC Certification requirements outlined in specification section 051200 and will comply with the specification revisions stated in Addendum #1, Item 1.2.

Dollars written Zero dollars  
Dollars \$ - 0 -

3. We, the undersigned, agree, if awarded the Contract, to execute the agreement for the above stated work as modified to suit project conditions.
4. We, the undersigned, agree, if awarded the Contract, to furnish the specified contract bonds and insurance certificates, as defined in the specifications, prior to commencing with the work.
5. We, the undersigned, agree, if awarded the Contract, to begin work within ten (10) days after award of the Contract, and to complete the work in a thoroughly good and workmanlike manner to the satisfaction of the Owner and the Architects, and as shown on the Contract Documents. We acknowledge that we have visited the site and have familiarized ourselves with the existing conditions.

6. We, the undersigned, acknowledge receipt of the following addenda:

| No. | Date           | No. | Date  |
|-----|----------------|-----|-------|
| 1   | <u>3/21/17</u> | 3   | _____ |
| 2   | <u>3/31/17</u> | 4   | _____ |

7. We, the undersigned, agree that this Proposal as submitted shall hold good for sixty (60) days from the date of submission of bids.

8. Attached to this Form of Proposal is a completed Contractor's Qualification Statement, AIA A305. Under Items #3.4 and #3.5, on Page 4, we have listed contact information as requested for both current projects and for recently completed projects. Each contact (owner and architect) shall include the name of the key individual responsible for the related project, along with phone number and e-mail address.

9. Attached to this Form of Proposal are the following bid documents:

- a. "Bid Bond"
- b. "Non-Collusion Affidavit of Prime Bidder", one page (Subcontractor Non-Collusion to be submitted after award of construction contract)
- c. "Contractor's Qualification Statement", six pages, add attached pages a necessary to answer all questions.
- d. "Representations, Certifications, and Other Statements of Bidders" form two pages

**Partnerships or Individual Principals sign here:**

Signed, sealed and delivered in the presence of:

\_\_\_\_\_

(sign)

\_\_\_\_\_

(date)

(Name of Partnership, Firm or Individual Trading as...etc.)

\_\_\_\_\_

(print firm name)

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_


Fax Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_




**Corporate Principal sign here:**

(Corporate Seal)

 \_\_\_\_\_ 4/4/17  
(President or Vice President sign) (date)

Lawrence J. Paoella, Sr.  
(President or Vice President print)

 \_\_\_\_\_ 4/4/17  
(Secretary or Treasurer sign) (date)

Melinda K. Paoella  
(Secretary or Treasurer print)

L.J. Paoella Construction, Inc.  
(print corporate name)

Address: 278 Bridgewater Road  
Brookhaven, PA 19015

Phone Number: 610 499-8950

Fax Number: 610 499-8930

E-Mail Address: Larry@LJPINC.net



**AIA**<sup>®</sup>

# Document A101™ – 2007

## **Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum**

AGREEMENT made as of the Twenty-seventh day of April in the year 2017  
*(In words, indicate day, month and year.)*

BETWEEN the Owner:  
*(Name, legal status, address and other information)*

Township of Abington  
1176 Old York Road  
Abington, PA 19001

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

L.J. Paoella Construction, Inc.  
278 Bridgewater Road  
Brookhaven, PA 19015

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

CRESTMONT CLUBHOUSE  
2595 Rubicam Avenue, Willow Grove, PA 19090  
a new 2,620 square foot park building plus overhanging roof and patio, a large meeting room, toilet rooms, kitchen, storage, a mechanical mezzanine office and related site work.

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

Daley + Jalboot Architects, Inc.  
2314 Market Street  
Philadelphia, PA 19103

The Owner and Contractor agree as follows.

### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

## TABLE OF ARTICLES

|    |   |
|----|---|
| 1  | THE CONTRACT DOCUMENTS                          |
| 2  | THE WORK OF THIS CONTRACT                       |
| 3  | DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION |
| 4  | CONTRACT SUM                                    |
| 5  | PAYMENTS  |
| 6  | DISPUTE RESOLUTION                              |
| 7  | TERMINATION OR SUSPENSION                       |
| 8  | MISCELLANEOUS PROVISIONS                        |
| 9  | ENUMERATION OF CONTRACT DOCUMENTS               |
| 10 | INSURANCE AND BONDS                             |

### ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9. To the extent any provision of AIA Document A201-2007, as referenced herein, conflicts with the Federal Contract Provisions included in the bid documents for the Work, the provisions of the Federal Contract Provisions shall control.

### ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

*(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)*

Monday, May 1, 2017

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than November 15, 2017 ( 240 days including weekends and holidays ) days from the date of commencement, or as follows:



(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Portion of Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.  
 (Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

SEVENTY-ONE DOLLARS

**ARTICLE 4 CONTRACT SUM**

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One million five hundred forty-five thousand five hundred ~~fifty-seven~~ dollars (\$ 1,545,571.00 ), subject to additions and deductions as provided in the Contract Documents.

*[Handwritten signature]*

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:  
 (State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

Deduct Alternate #1 Exterior Stone Veneer (\$24,665.00), Deduct Alternate #4 Interior Stone Veneer (\$14,264.00), Deduct Alternate #6 Fire Alarm System (\$5,500.00)

§ 4.3 Unit prices, if any:  
 (Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

| Item | Units and Limitations | Price Per Unit (\$0.00) |
|------|-----------------------|-------------------------|
|------|-----------------------|-------------------------|

§ 4.4 Allowances included in the Contract Sum, if any:  
 (Identify allowance and state exclusions, if any, from the allowance price.)

| Item | Price |
|------|-------|
|------|-------|

**ARTICLE 5 PAYMENTS**

**§ 5.1 PROGRESS PAYMENTS**

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the first day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the fifteenth day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than forty-five ( 45 ) days after the Architect receives the Application for Payment.



# AIA® Document G701™ – 2017

## Change Order

**PROJECT:** *(Name and address)*  
Crestmont Clubhouse  
2595 Rubicam Avenue  
Abington, PA 19001

**CONTRACT INFORMATION:**  
Contract For: General Construction  
Date: April 27, 2017

**CHANGE ORDER INFORMATION:**  
Change Order Number: 001  
Date: July 7, 2018

**OWNER:** *(Name and address)*  
Township of Abington  
1176 Old York Road  
Abington, PA 19001

**ARCHITECT:** *(Name and address)*  
Daley & Jalboot Architects  
2314 Market Street  
Philadelphia, PA 19103

**CONTRACTOR:** *(Name and address)*  
L.J. Paoella Construction, Inc.  
278 Bridgewater Road  
Brookhaven, PA 19015

**THE CONTRACT IS CHANGED AS FOLLOWS:**

*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*


|  |    |              |
|--|----|--------------|
| The original Contract Sum was  | \$ | 1,545,571.00 |
| The net change by previously authorized Change Orders                    | \$ | 0.00         |
| The Contract Sum prior to this Change Order was                          | \$ | 1,545,571.00 |
| The Contract Sum will be increased by this Change Order in the amount of | \$ | 9,721.50     |
| The new Contract Sum including this Change Order will be                 | \$ | 1,555,292.50 |

The Contract Time will be increased by Zero (0) days.  
The new date of Substantial Completion will be

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that 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.**

Daley & Jalboot Architects  
ARCHITECT *(Firm name)*  
  
SIGNATURE

L.J. Paoella Construction, Inc.  
CONTRACTOR *(Firm name)*  
  
SIGNATURE

Township of Abington  
OWNER *(Firm name)*  
SIGNATURE

Daniel Jalboot, AIA, Architect  
PRINTED NAME AND TITLE  
8-5-18  
DATE

Melinda k. Paoella, Secretary-Treasurer  
PRINTED NAME AND TITLE  
July 7, 2018  
DATE

PRINTED NAME AND TITLE  
DATE

# **CRESTMONT CLUBHOUSE**

Change Order Number: 001

## **Unsuitable Soils**

Supporting Documentation

Part 1 of 2



# L J Paoella Construction, Inc

278 Bridgewater Road  
Brookhaven, PA 19015  
Phone: (610) 499-8950  
Fax: (610) 499-8930  
PA Lic #PA059967

## Request for Change Order

To: Township of Abington  
1176 Old York Road  
Abington, PA 19001  
Project: Crestmont Clubhouse

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RFC No: GC COR-03  
Date: 7/6/2018  
Description: Unsuitable Soils

Unsuitable soils - \$3,900.00

The above work is subject to the same conditions as specified in the original contract unless otherwise stipulated.

The Contract Time will be increased by Zero (0) days.

Upon approval the sum of \$3,900.00, will be added to the contract price.

Authorized Signature: *M.J. Paoella* Date: 07-06-18  
L J Paoella Construction, Inc

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Township of Abington

# **REPORT**

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## **GEOTECHNICAL INVESTIGATION**

**PROPOSED CLUBHOUSE  
CRESTMONT PARK  
2595 RUBICAM AVENUE  
WILLOW GROVE, MONTGOMERY COUNTY, PENNSYLVANIA**

**28 October 2016**

**McClymont & Rak Geotechnical Engineers LLC**

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**Project No. 4496**

7905 Browning Road  
Pennsauken NJ 08109  
(856) 488-1700  
e-mail: mcr-usa@outlook.com

28 October 2016

**TOWNSHIP OF ABINGTON**  
**OFFICE OF COMMUNITY DEVELOPMENT**  
1176 Old York Road  
Abington PA 19001

Att.: Mr. Van B. Strother, Director

Re.: Report of Geotechnical Investigation  
**PROPOSED CLUBHOUSE**  
2595 Rubicam Avenue  
Crestmont Park  
Willow Grove, Montgomery County, Pennsylvania  
  
Our Project No. 4496

Att.: Ms. Amie Leighton AIA, Dailey & Jalboot Architects  
Mr. John Gares P.E., A.W. Lookup Structural Engineers

Dear Mr. Strother:

This report presents the results of our geotechnical investigation at the site of the proposed Clubhouse to be constructed at Crestmont Park, located at 2595 Rubicam Avenue in Willow Grove, Montgomery County, Pennsylvania, as shown in the Site in plate 1.

The proposed one-story structure measures approximately 60 by 80 feet in plan and will have a full or partial basement. The First Floor will be at approximate Elev. 340 and the Basement floor at approximately Elev. 331. The existing grade within the proposed footprint varies from Elevs 337 and 340.

Our work was carried out in accordance with our Proposal Letter dated 7 October 2016. The scope of this investigation was limited to an evaluation of the load-carrying capabilities and settlement characteristics of the subsoils. Oil, hazardous waste, radioactivity, irritants, pollutants or other dangerous substances and conditions were not the subject of this study; their presence and/or absence are not implied, inferred or suggested by the results of our study.

The conclusions and recommendations contained in this report are specific to the areas investigated and the proposed structures as described in this report. Findings, conclusions and recommendations are not transferable to other development schemes, areas, site arrangements, or structural systems. Please consult with us if any revisions to the location and/or the design of the structure are made, so we may evaluate our recommendations in the light of the new data.

## **1. PURPOSES OF OUR INVESTIGATION**

The purposes of our investigation are:

1. To define the subsurface conditions at the site of the proposed Clubhouse, and to recognize unusual subsurface materials and potential foundation problems.
2. To measure those soil parameters used in the design of the foundations, slabs and retaining walls.
3. To locate the groundwater table (phreatic surface) at the time of our field work.



4. To compute the bearing capacity of the soils for the design of the foundations and slabs, to identify settlement problems, and to estimate settlements.
5. To provide recommendations for the earthwork.

## 2. FIELD WORK

The field work, carried out on 24 October 2016, consisted of drilling five test borings to depths of 17 to 22 feet below grade with a truck-mounted Mobile B-40L drill rig equipped with hollow-stem augers at the locations shown on the Site Plan in Plate 1. Soil samples obtained using Standard Split-Barrel Samplers (ASTM D-1586) were transported to our soils laboratory where they were examined and classified by a Geotechnical Engineer.

The borings logs prepared in the field by the drillers and the Engineer's classification made in the laboratory were utilized in conjunction with the laboratory test results in preparing the Logs of Borings presented on plates 2 through 6. The nomenclature used to describe the subsoils is explained in plate 7.

The results of a laboratory testing program consisting of two Sieve Analyses (ASTM D-422), eight Hydrometer Analyses (ASTM D-422), one set of Atterberg Limits determinations and fifteen Moisture Content Determinations (ASTM D-2216) are presented on plates 8 and 9.

## 3. SUBSURFACE CONDITIONS

The subsurface conditions are homogeneous and are described in the Logs of Borings in plates 2 through 6. The site is blanketed with three to five inches of topsoil.

The layer of topsoil is underlain by Residual Soils that extend to a depth of approximately ten feet below grade. The Residual Soils are characterized as Decomposed Shale and Sandstone and are described as brown and orange brown silty clay with trace to some fine sand and some Quartzite and Shale and Sandstone fragments with thin interbeds of orange brown and yellowish brown fine to medium sand with some silt and some clay and trace of Sandstone fragments. The gradation characteristics of the Residual Soils are represented by the gradation curves (sieve and hydrometer analyses) shown in plates 8 and 9. The plasticity characteristics of the Residual Soils was determined with one set of Atterberg Limits Determinations; the Liquid Limit is 48 percent and the Plasticity Index is 23, indicating that the Residual Soils are clays of low plasticity, and are classified as CL soils. The consistency of the Residual Soils varies generally from stiff to hard (read explanation in plate 7).

The Residual Soils are underlain by Decomposed Shale and Sandstone, described as dark orange brown, brown and dark reddish brown silty clay with some small angular fragments of dark reddish gray and dark reddish brown Shale and Sandstone. The gradation characteristics of the Decomposed Shale and Sandstone are represented by the gradation curves (hydrometer analyses) shown in plates 8 and 9. The Consistency of the Decomposed Shale and Sandstone is generally very stiff.

The Decomposed Shale and Sandstone is the product of the weathering and decomposition of Shale and Sandstone bedrock that underlies the site. In simple terms, it can be said that the Decomposed Shale and Sandstone were, in the geologic past, Intact Shale and Sandstone bedrock and that, with the passage of time and the action of the rainfall, freezing-and-thawing and groundwater, the Intact Shale and Sandstone weathered and decomposed into Decomposed Shale and Sandstone.

**Groundwater** - Groundwater was not encountered in the test borings, which were advanced to a maximum depth of twenty-two feet below grade (approximate Elev. 318). However, it should be noted that the groundwater may rise several feet above its current level at the times of heavy, or frequent precipitation, and/or due to the effect of excavation and construction.

## DISCUSSION AND RECOMMENDATIONS

### 4. GENERAL

Those companies and individuals bidding the earthwork and the construction of the proposed building should draw their own conclusions regarding the difficulty of excavating and compacting the Residual Soils and the Decomposed Shale and Sandstone based on (a) the data contained in this report; (b) their own local experience; and (c) additional data that they may wish to obtain in order to optimize their bids.

It is our opinion that the interests of the Owner will be best served if the earthwork is contracted for a lump sum as an unclassified excavation, meaning that payment for excavation of soils and weathered rock, backfilling and grading will be a lump sum, regardless of the relative volumes of soil, possible boulders and weathered rock removed. In this manner, an experienced and knowledgeable local Earthwork Contractor can utilize his skills for arriving at the most competitive and fair price and, in doing so, assumes the risk that he (and not the Owner) is best equipped to assess, and for which it is compensated.

### 5. SEISMIC CLASSIFICATION

The site of the proposed Clubhouse is characterized as Site Class Definition C, Very Dense Soil and Soft Rock, in accordance with the International Building Code.

### 6. EARTHWORK

The First Floor will be at approximate Elev. 340, and the existing grade within the proposed building footprint varies from Elevs 337 and 340. The basement floor is estimated to be between Elevs 330 and 332.

Hence the excavation to accommodate the basement floor will be advanced to no more than about Elev. 329, i.e. to about eight to eleven feet below grade. Most of the excavation will be advanced through the Residual Soils and about one to three feet into the Decomposed Shale and Sandstone. It is our opinion that the excavation will be easily advanced with conventional equipment.

The excavation should be carried out with side slopes no steeper than 1.5 horizontal to one vertical.

The layer of topsoil, that ranges from three to five inches in thickness in the test borings and may be greater in between test borings, should be stripped from the proposed building area and may be used in landscaped areas, but should not be used as backfill of the retaining (basement) walls. The excavated Residual Soils may be used as fill outside the building periphery.

Once the basement is excavated, the exposed subgrade should be thoroughly proofrolled and densified with a self-propelled ten-ton smooth-drum vibratory roller to at least 95 percent of the maximum modified Proctor density, ASTM D-1557. The degree of densification of the subgrade should be verified in the field by the Geotechnical Engineer's representative, who would carry out in-place density tests as the proofrolling and densification proceeds. Any soft areas detected during the proofrolling operation should be corrected. Correcting should consist of either (a) excavation of the soft area in those cases where the materials encountered are too wet to be compacted; or (b) if the moisture content is adequate, densifying the exposed materials. After the proofrolling and densification process is completed, the Geotechnical Engineer's representative will authorize the placement of fill.



Any fill required outside the building footprint, next to the building, including the backfill of the basement (retaining) walls, should be placed in layers ranging from eight to ten inches in loose thickness and should be compacted with a small sidewalk roller and/or mechanical tampers (jumping jack) to between 93 and 95 percent of the maximum standard Proctor density, ASTM D-698. No layer of fill should be added until the previous layer is tested and approved by the Geotechnical Engineer's representative.

- Notice that the Standard Proctor Test (D-698) is utilized where small compactors are used, and the Modified Proctor Test (D-1557) is used where a ten-ton or larger roller, that imparts greater energy, is utilized.

The fill materials (excavated on-site soils) should be moisture conditioned prior to compacting, or as they are compacted. The excavated Residual Soils may be difficult to work with when the moisture content is higher than the optimum moisture content for compaction. Hence, depending on the season when the earthwork takes place, the General Contractor and the Earthwork Contractor should be prepared to protect the exposed subgrade soils from saturation by rolling all surfaces at the end of each day, and by prudent stockpiling; and should be prepared to air-dry the soils if they become too wet to be efficiently compacted.

## 7. FOUNDATIONS

We recommend supporting the walls and columns of the proposed building on spread footings founded on the Residual Soils and/or on controlled compacted fill, dimensioned with a contact pressure not exceeding 4,000 psf. Exterior footings should be founded at least three feet below the adjacent exterior grade, for frost protection. Those footings that are in the proximity of a basement wall should be founded below an imaginary line that starts at the basement floor level and rises with a two horizontal to one vertical slope.

Wall footings should be at least 24-inch wide, and column footings should be at least 36 inches in width. Exterior footings should be founded at least three feet below the adjacent exterior grade, for frost protection. Interior footings should be founded at least two feet below the floor slabs, for control of settlements.

For the support of lateral forces, the frictional forces at the soil/footing interface may be computed using a coefficient of friction of 0.35. The passive pressure acting against the vertical face of footings may be computed using a coefficient of passive pressure of 3.0. The recommended total unit weight of the soil to be used in the computation of passive forces is 122 pcf. A factor of safety of at least two should be applied to the driving forces.

The total settlement of wall foundations with loads of between 4 and 6 klf, and column loads of 80 kips or less, designed and constructed as recommended above, is estimated to be on the order of 0.2 to 0.5 inches, with 60 percent of the total settlement taking place during the construction period, as the dead loads are applied. Post-construction differential settlements between wall and column foundations spaced at 25 feet on center are estimated to be 0.2 inch maximum, equivalent to a Rotational Distortion of about 0.001, which can be tolerated by the structure.

All footing subgrades should be inspected and approved by the Geotechnical Engineer's representative to assure that the footings bear on a properly prepared subgrade.

## 8. RETAINING WALLS

Basement walls and cantilever walls should be designed to sustain the lateral pressures imposed by the retained earth and the live loads. The magnitude of the lateral forces imposed by the retained earth to the wall, and by the wall to their foundations, is dependent on the ability of the walls to rotate about their base and to yield upon the application of lateral forces.

**Basement Walls** - Walls that are laterally restrained at their top and bottom and therefore are not able to rotate about their base should be designed to support the at-rest pressure. The active pressure concept does not apply because the wall cannot rotate about its base, hence an active limit condition cannot be developed. The at-rest pressure may be computed as the pressure imposed by an equivalent fluid weighing 60 pcf.



**Cantilever Walls** - Walls that are free to rotate about their base, i.e. cantilever walls, may be designed to support the active limit pressure. The active pressure concept applies because the wall is able to rotate about its base, hence an active condition can be developed. The active pressure may be computed as the pressure imposed by an equivalent fluid weighing 30 pcf.

Cantilever retaining wall foundations should be designed as spread footings using a contact pressure not exceeding 3,000 psf and a maximum toe pressure not exceeding 4,000 psf in order to limit the concentration of stresses under the toe of the footings.

The lateral forces at footing level will be resisted by (a) friction under the footings; and (b) passive forces acting against the footings. The frictional forces at the soil/footing interface may be computed using a coefficient of friction of 0.35. The passive pressure acting against the wall and the vertical face of footings may be computed using a coefficient of passive pressure of 3.0. The recommended unit weight of the soil to be used in the computation of passive forces is 122 pcf. A factor of safety of at least two should be applied to the driving forces.

The retaining walls, including the basement walls, may be backfilled with the excavated residual soils, placed in eight to ten-inch thick layers and compacted to between 93 and 95 percent of the maximum standard Proctor density. (ASTM D-698).

## 9. FLOOR SLABS

The basement and other floor slabs may be supported on the densified residual soils and/or the new controlled compacted fill, placed as recommended above. A base course consisting of four inches of crushed rock and/or recycled concrete should be placed under the slabs.

Although groundwater was not encountered in the test borings, drilled in late October 2016, we believe that it will be prudent to install footing drains and underdrains beneath the basement slab. We recommend to install perforated perimeter footing drains consisting of ALS pipe; and similar drains under the slab, spaced at no more than eight feet apart. The drains may run to daylight, or should be connected to a sump constructed inside the basement, where a pump can be installed later if needed. Sizing of the dewatering system is not part of our current contract, however, for preliminary design and pricing, we suggest to consider the use of four-inch diameter perforated ALS drains under the slab, embedded in eight inches of clean crushed rock. The basement slab and the exterior walls should be damp-proofed. The underdrains should have clean-outs at convenient locations, so they can be inspected and flushed clean if warranted

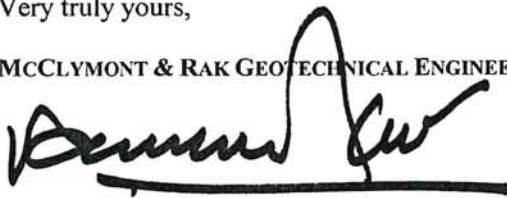
We suggest that copies of the final Foundation Drawings be forwarded to us for our review and comments.

The following plates are attached and complete this report:

- PLATE 1 - SITE PLAN
- PLATES 2 THROUGH 6 - LOGS OF BORINGS
- PLATE 7 - UNIFIED SOILS CLASSIFICATION SYSTEM
- PLATES 8 AND 9 - LABORATORY TESTS RESULTS

Very truly yours,

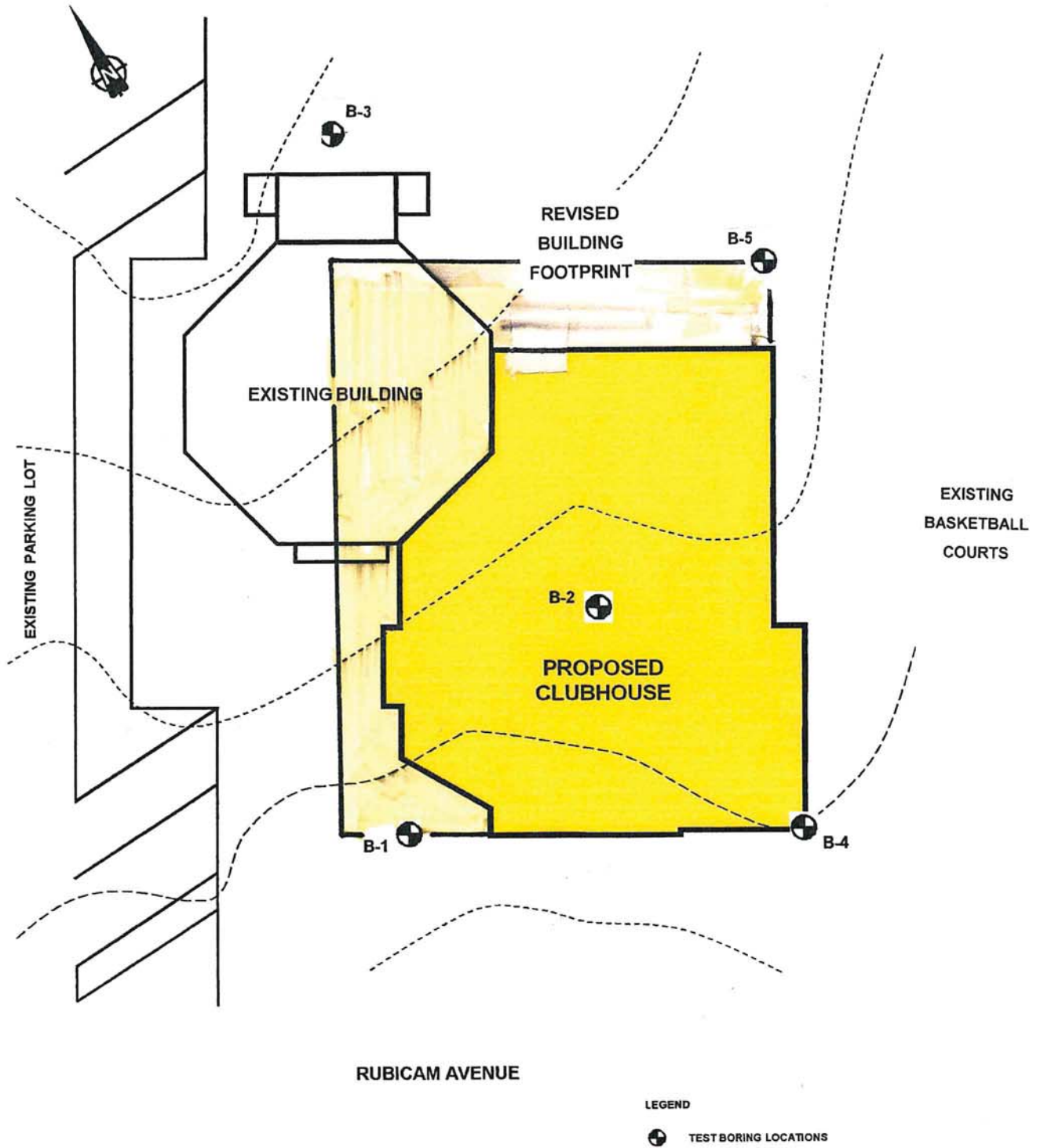
McClymont & Rak Geotechnical Engineers LLC



Alfred Andrew McClymont, P.E.

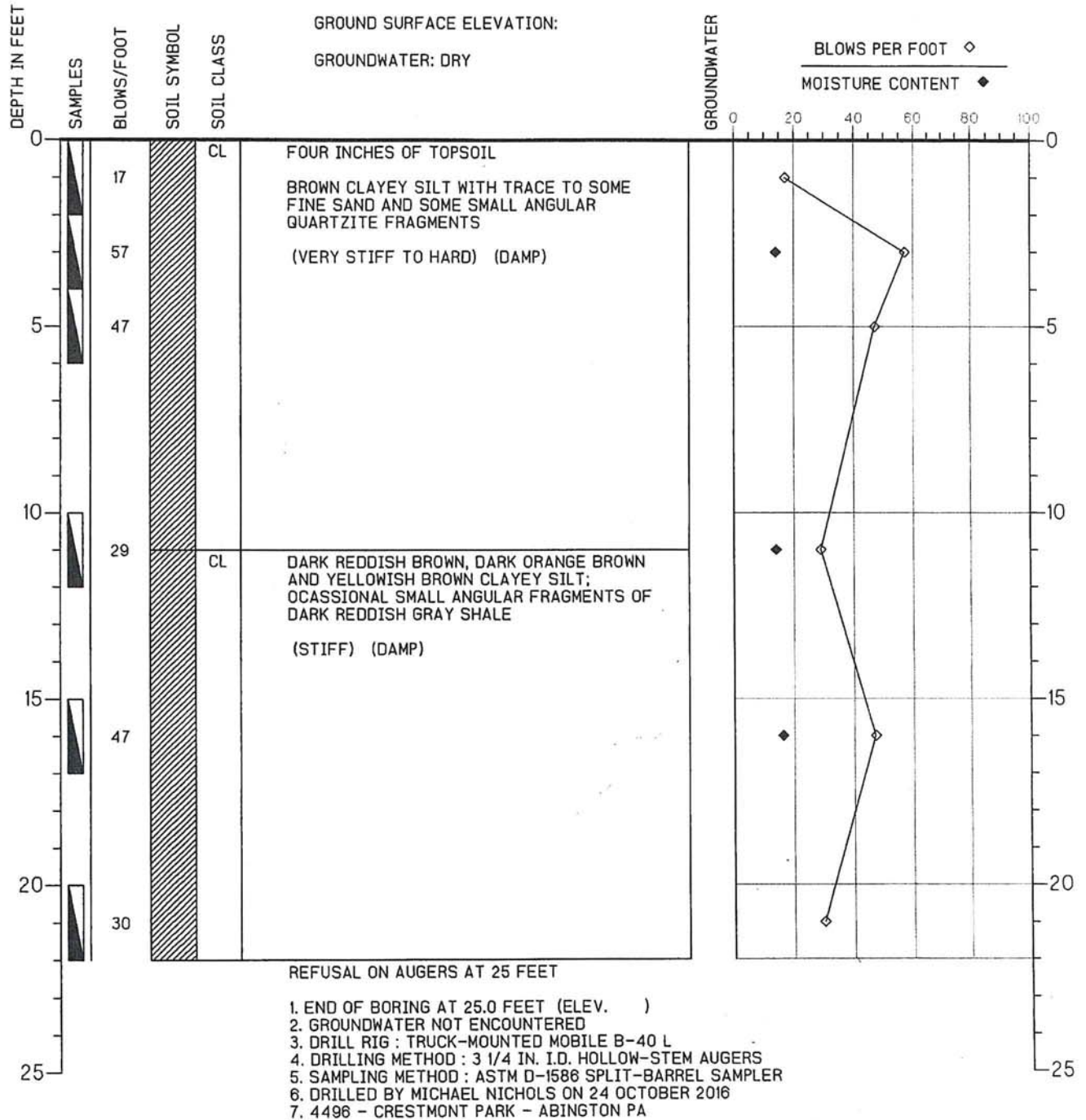


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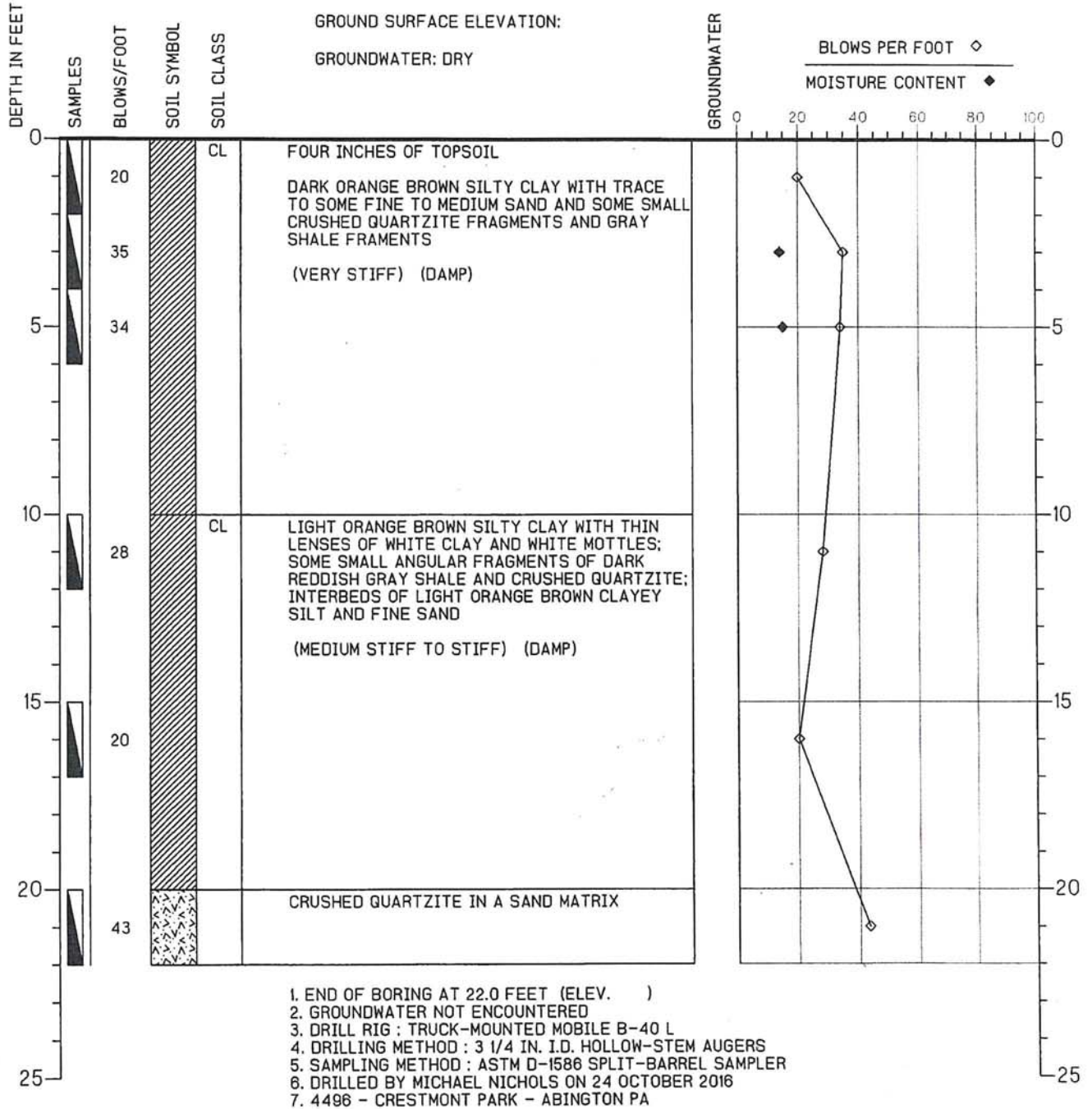
**SITE PLAN**

# BORING 1

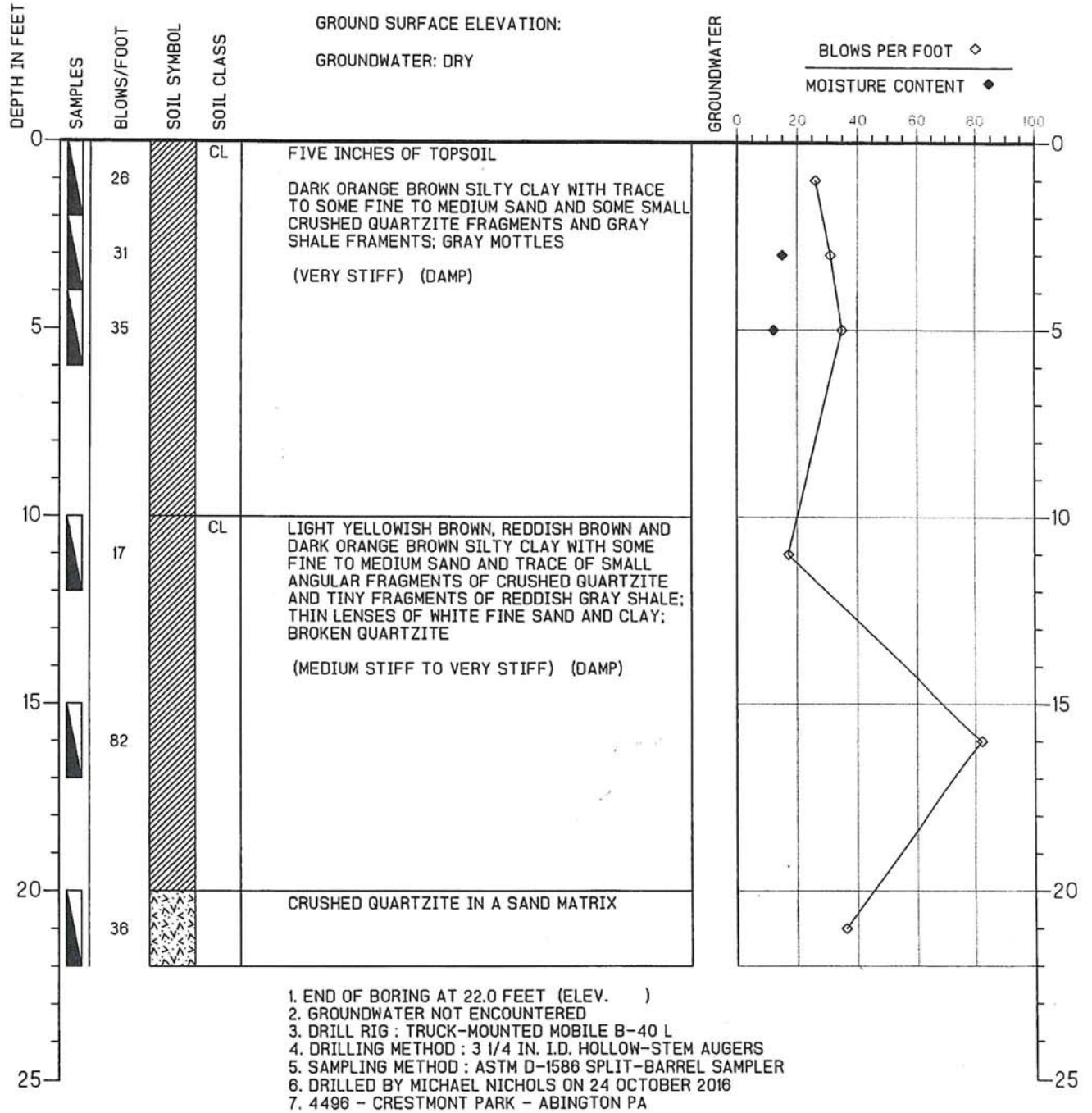




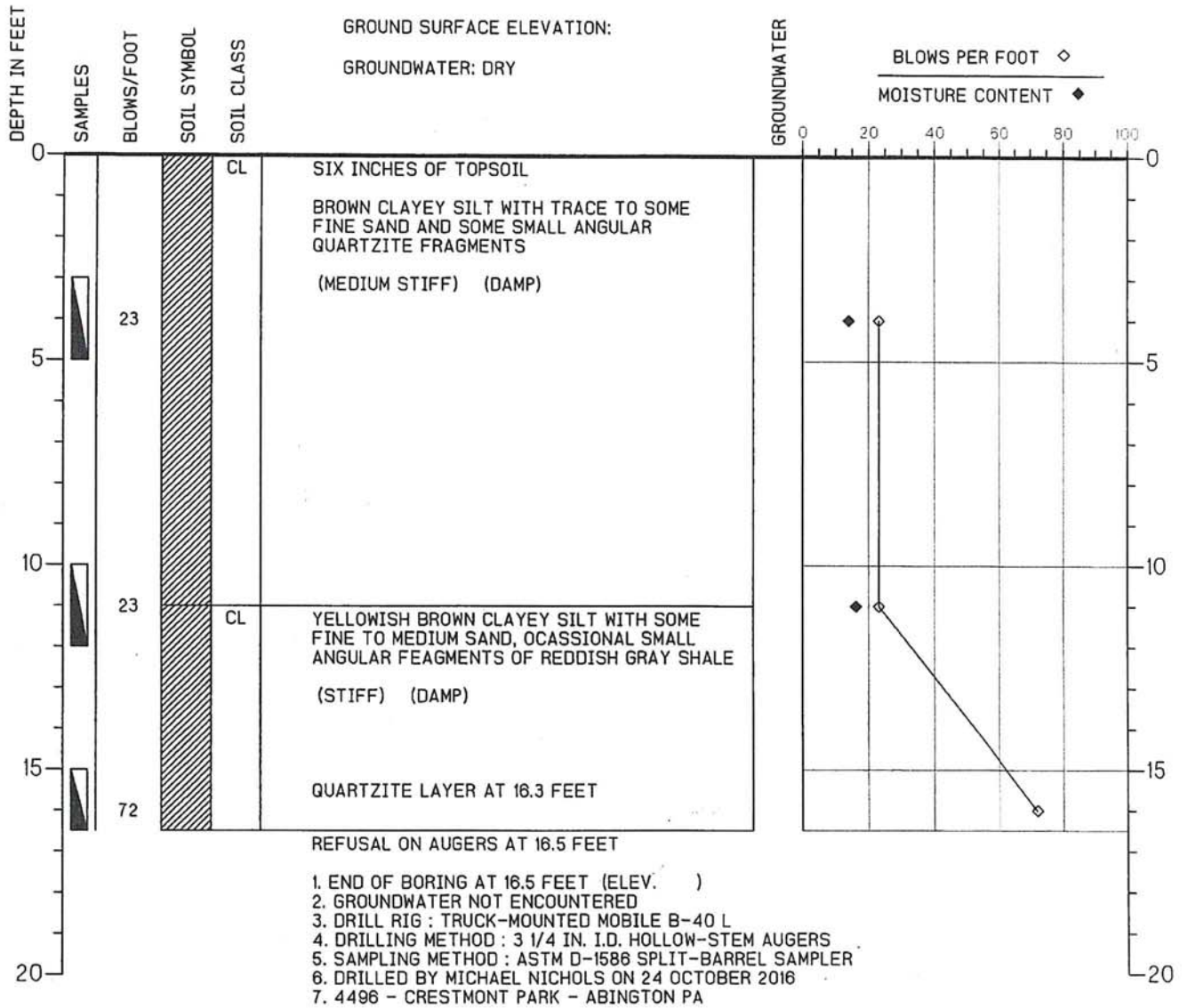
# BORING 2



# BORING 3

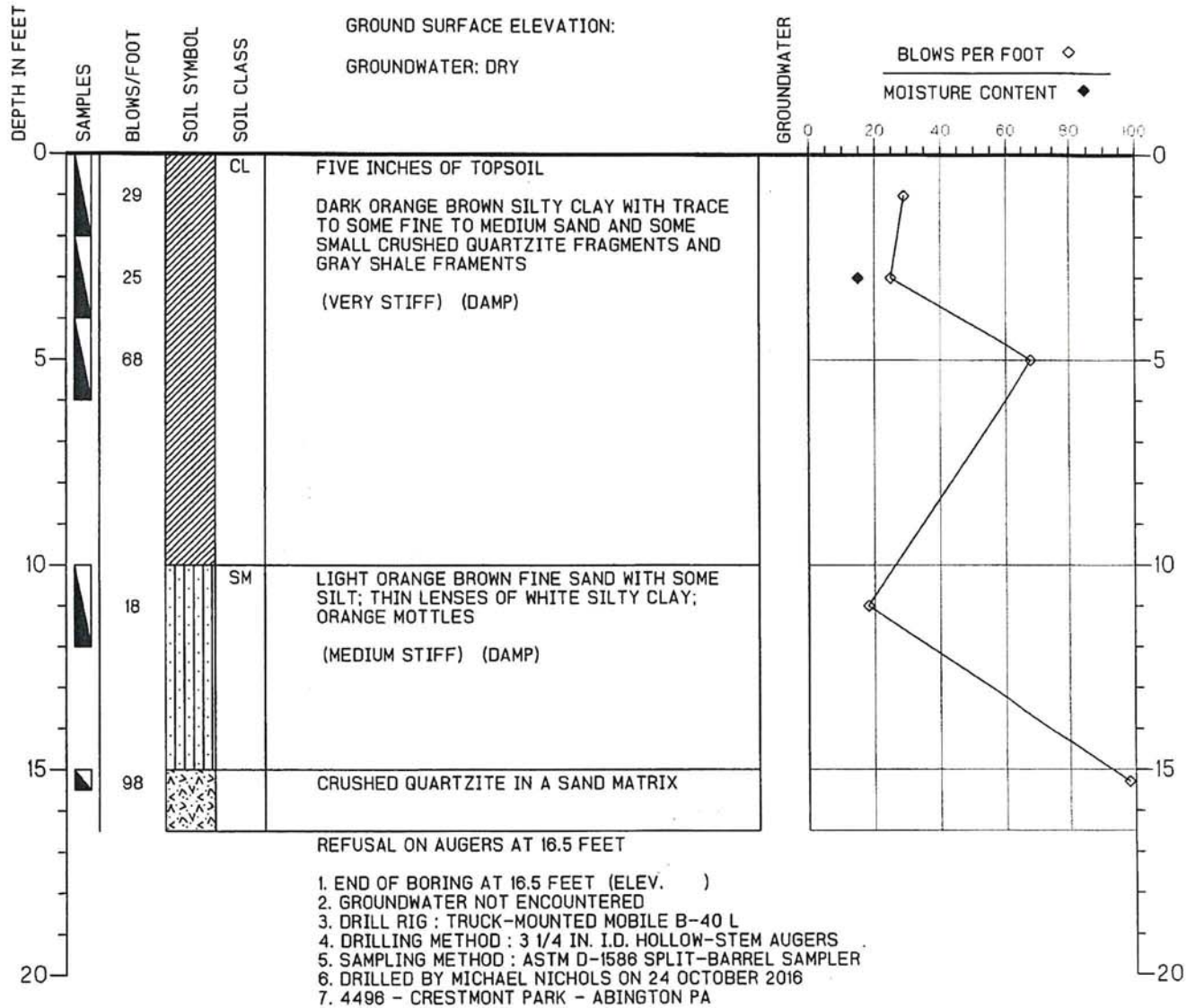


# BORING 4



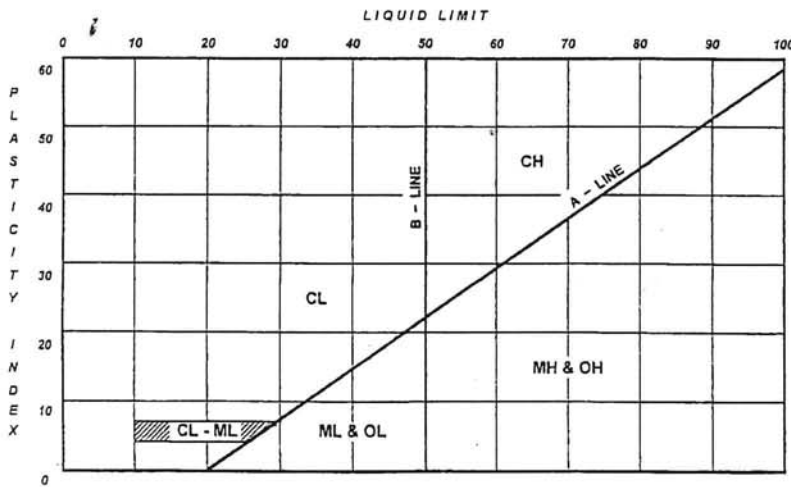


# BORING 5



| MAJOR DIVISIONS   |  |  | GRAPH SYMBOL              | LETTER SYMBOL | TYPICAL DESCRIPTIONS  |  |
|---|--|--|---------------------------|---------------|---|--|
| COARSE GRAINED SOILS                                    | GRAVEL AND GRAVELLY SOILS                                | CLEAN GRAVELS<br>(LITTLE OR NO FINES)            |                           | GW            | WELL-GRADED GRAVELS, GRAVEL - SAND MIXTURES, LITTLE OR NO FINES     |  |
|   |  | GRAVELS WITH FINES (APPRECIABLE AMOUNT OF FINES) |                           | GP            | POORLY-GRADED GRAVELS, GRAVEL - SAND MIXTURES, LITTLE OR NO FINES   |  |
|   | MORE THAN 50% OF COARSE FRACTION RETAINED ON NO. 4 SIEVE | CLEAN SAND<br>(LITTLE OR NO FINES)               |                           | SW            | WELL-GRADED SANDS, GRAVELLY SANDS, LITTLE OR NO FINES               |  |
|   |  | SANDS WITH FINES (APPRECIABLE AMOUNT OF FINES)   |                           | SP            | POORLY-GRADED SANDS, GRAVELLY SANDS, LITTLE OR NO FINES             |  |
| MORE THAN 50% OF MATERIAL IS LARGER THAN NO. 200 SIEVE  | SAND AND SANDY SOILS                                     | CLEAN SAND<br>(LITTLE OR NO FINES)               |                           | SM            | SILTY SANDS, SAND - SILT MIXTURES                                   |  |
|   |  | SANDS WITH FINES (APPRECIABLE AMOUNT OF FINES)   |                           | SC            | CLAYEY SANDS, SAND - CLAY MIXTURES                                  |  |
|   | FINE GRAINED SOILS                                       | SILTS AND CLAYS                                  | LIQUID LIMIT LESS THAN 50 |               | ML  | INORGANIC SILTS AND VERY FINE SANDS, ROCK FLOUR, SILTY OR CLAYEY FINE SANDS OR CLAYEY SILTS WITH SLIGHT PLASTICITY |
|   |  |  |                           |               | CL  | INORGANIC CLAYS OF LOW TO MEDIUM PLASTICITY, GRAVELLY CLAYS, SANDY CLAYS, SILTY CLAYS, LEAN CLAYS                  |
| MORE THAN 60% OF MATERIAL IS SMALLER THAN NO. 200 SIEVE | SILTS AND CLAYS  | LIQUID LIMIT GREATER THAN 50                     |                           | OL            | ORGANIC SILTS AND ORGANIC SILTY CLAYS OF LOW PLASTICITY             |  |
|   |  |  |                           | MH            | INORGANIC SILTS, MICACEOUS OR DIATOMACEOUS FINE SAND OR SILTY SOILS |  |
| HIGHLY ORGANIC SOILS                                    |  |  |                           | CH            | INORGANIC CLAYS OF HIGH PLASTICITY, FAT CLAYS                       |  |
|   |  |  |                           | OH            | ORGANIC CLAYS OF MEDIUM TO HIGH PLASTICITY, ORGANIC SILTS           |  |
|   |  |  |                           | PT            | PEAT, HUMUS, SWAMP SOILS WITH HIGH ORGANIC CONTENTS                 |  |

SOIL CLASSIFICATION CHART



PLASTICITY CHART

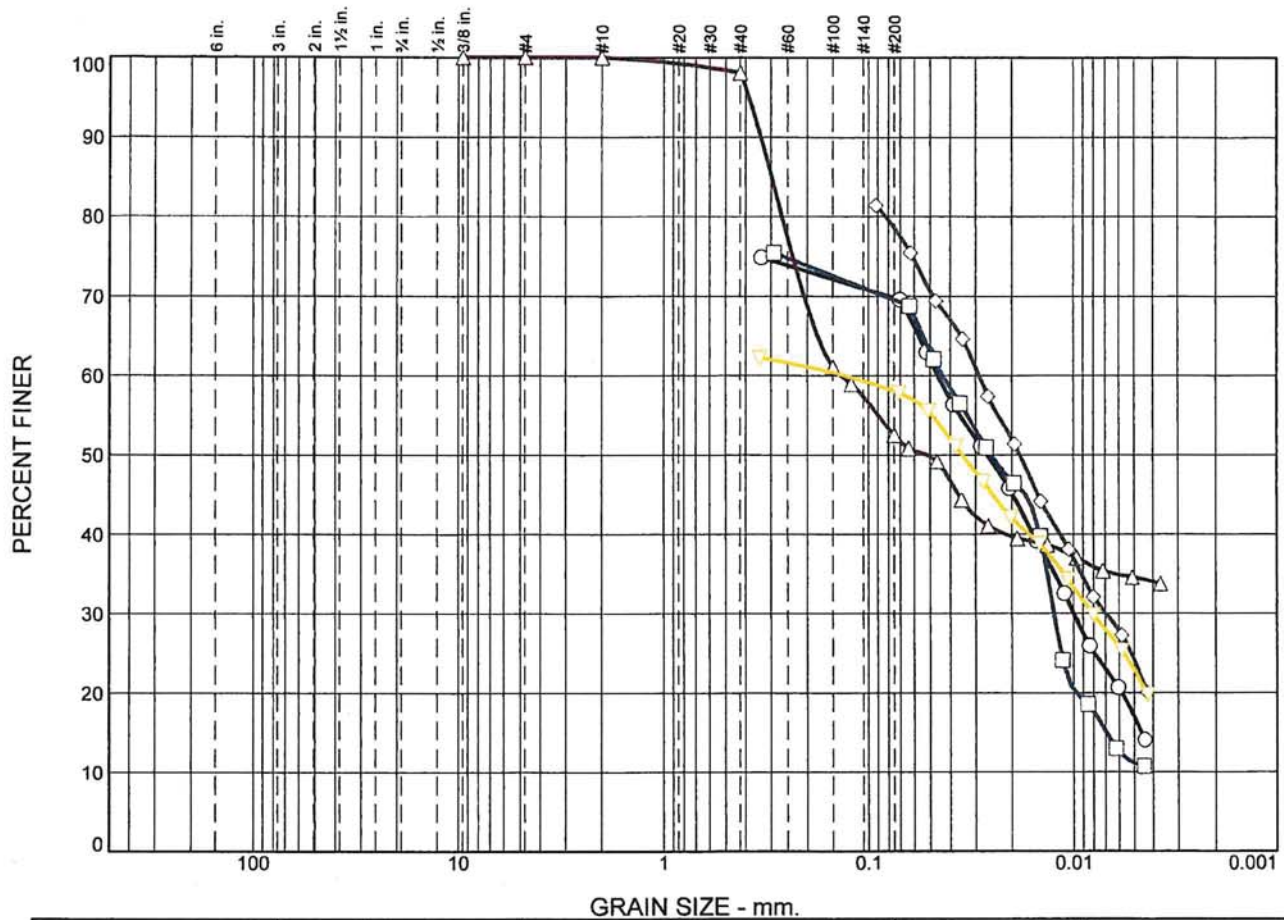
| CONSISTENCY OF COHESIVE SOILS IN TERMS OF THEIR COHESIVE STRENGTH |                           |
|---|---------------------------|
| CONSISTENCY   | COHESIVE STRENGTH, P.S.F. |
| VERY SOFT   | LESS THAN 250             |
| SOFT  | 250 TO 500                |
| MEDIUM STIFF  | 500 TO 1000               |
| STIFF   | 1000 TO 2000              |
| VERY STIFF  | 2000 TO 4000              |
| HARD  | OVER 4000                 |

| RELATIVE DENSITY OF COHESIONLESS SOILS |                  |
|--|------------------|
| TERM                                   | BLOWS PER FOOT * |
| VERY LOOSE                             | 0 TO 4           |
| LOOSE                                  | 5 TO 10          |
| MEDIUM DENSE                           | 11 TO 30         |
| DENSE                                  | 30 TO 50         |
| VERY DENSE                             | OVER 50          |

\* FOR ASTM D-1586

UNIFIED SOILS CLASSIFICATION SYSTEM

# Particle Size Distribution Report



|   | % Cobbles | % Gravel |      | % Sand |        |      | % Fines |      |
|---|-----------|----------|------|--------|--------|------|---------|------|
|   |           | Coarse   | Fine | Coarse | Medium | Fine | Silt    | Clay |
| ○ |           |          |      |        |        |      | 53      | 17   |
| □ |           |          |      |        |        |      | 59      | 11   |
| △ | 0         | 0        | 0    | 0      | 2      | 46   | 17      | 35   |
| ◇ |           |          |      |        |        |      | 55      | 24   |
| ▽ |           |          |      |        |        |      | 35      | 23   |

| SOIL DATA |          |            |             |   |       |
|-----------|----------|------------|-------------|---|-------|
| SYMBOL    | SOURCE   | SAMPLE NO. | DEPTH (ft.) | Material Description                                | USCS  |
| ○         | Boring 1 | 2          | 3.0 feet    | Reddish brown silty clay, with trace of fine sand   | CL/ML |
| □         | Boring 1 | 4          | 11.0 feet   | Reddish brown silty clay, with trace of fine sand   | CL    |
| △         | Boring 1 | 5          | 16.0 feet   | Yellowish brown silty clay and fine sand            | CL    |
| ◇         | Boring 2 | 2          | 3.0 feet    | Orange brown clayey silt, some fine sand            | CL    |
| ▽         | Boring 2 | 3          | 5.0 feet    | Yellowish brown clayey silt and fine to medium sand | CL    |

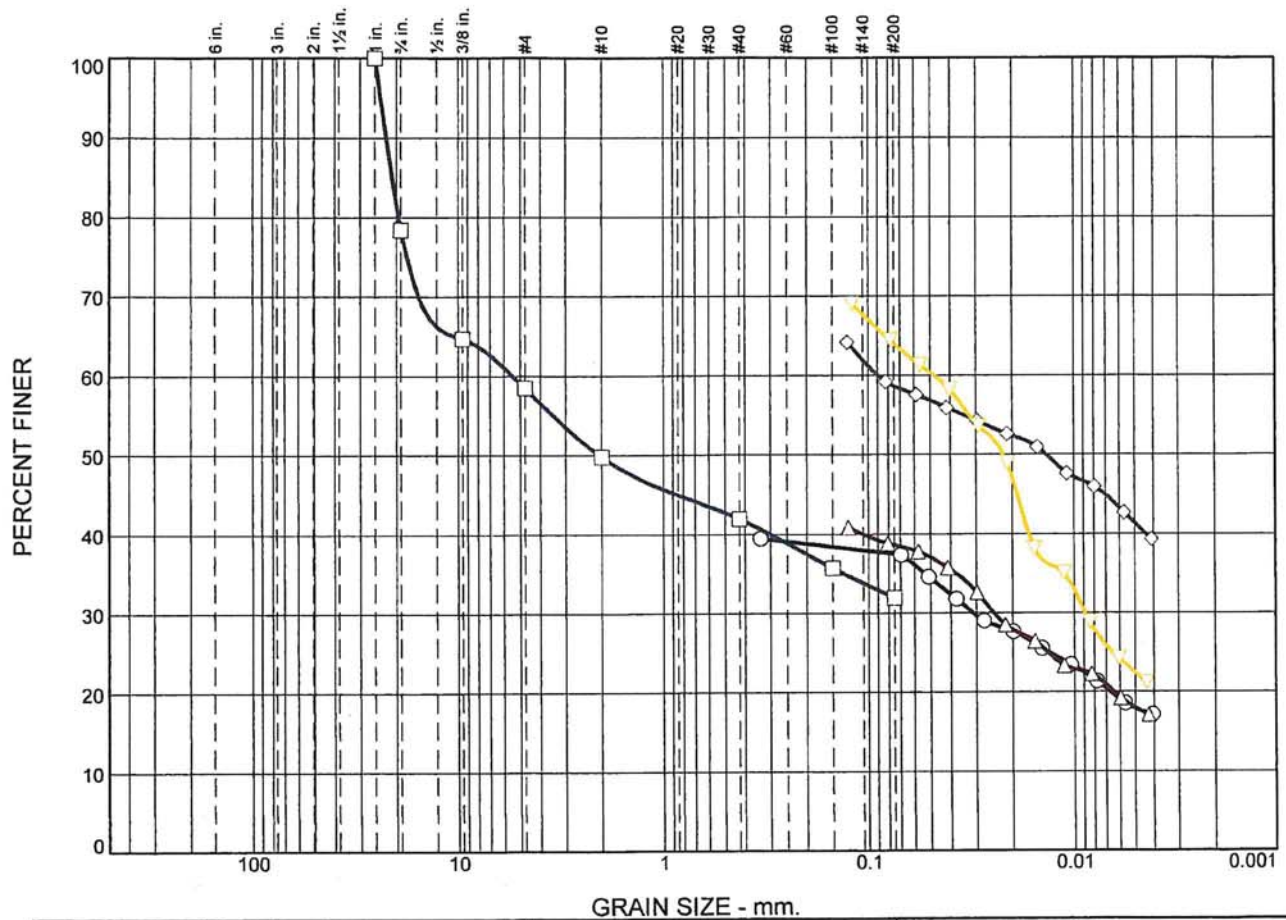
|   |   |
|---|---|
| <p><b>McCLYMONT &amp; RAK</b><br/> <b>GEOTECHNICAL ENGINEERS, LLC</b><br/>                 Pennsauken, New Jersey - USA</p> | <p><b>Client:</b> Abington Township<br/> <b>Project:</b> Crestmont Park Clubhouse<br/> <b>Project No.:</b> 4496</p> <p style="text-align: right;"><b>Figure 1</b></p> |
|---|---|

Tested By: GC

Checked By: AMC



# Particle Size Distribution Report



|   | % Cobbles | % Gravel |      | % Sand |        |      | % Fines |      |
|---|-----------|----------|------|--------|--------|------|---------|------|
|   |           | Coarse   | Fine | Coarse | Medium | Fine | Silt    | Clay |
| ○ |           |          |      |        |        |      | 19      | 18   |
| □ | 0         | 22       | 19   | 9      | 8      | 10   | 32      |      |
| △ |           |          |      |        |        |      | 21      | 18   |
| ◇ |           |          |      |        |        |      | 18      | 41   |
| ▽ |           |          |      |        |        |      | 42      | 22   |

| SOIL DATA |          |            |             |  |       |
|-----------|----------|------------|-------------|--|-------|
| SYMBOL    | SOURCE   | SAMPLE NO. | DEPTH (ft.) | Material Description   | USCS  |
| ○         | Boring 3 | 2          | 3.0 feet    | Dark reddish brown fine to medium sand, some silt, some clay | SM/SC |
| □         | Boring 3 | 3          | 16.0 feet   | Quartzite fragments in clay matrix                           | SC    |
| △         | Boring 4 | 1          | 4.0 feet    | Orange brown fine to medium sand, some silt, some clay       | SC/SM |
| ◇         | Boring 4 | 2          | 3.0 feet    | Reddish brown silty clay and fine to medium sand             | CL    |
| ▽         | Boring 5 | 2          | 2.0 feet    | Orange brown silt and fine to medium sand                    | CL/SC |

|   |   |
|---|---|
| <p style="text-align: center;"><b>McCLYMONT &amp; RAK</b><br/> <b>GEOTECHNICAL ENGINEERS, LLC</b><br/>                 Pennsauken, New Jersey - USA</p> | <p><b>Client:</b> Abington Township<br/> <b>Project:</b> Crestmont Park Clubhouse<br/> <b>Project No.:</b> 4496</p> <p style="text-align: right;"><b>Figure 2</b></p> |
|---|---|

Tested By: GC Checked By: AMC



Project Name: Crestmont Clubhouse Date: 06 / 27 / 2017 GTA Rep: B. Awckland  
 Project No.: 31171110 Client: Township of Abington Weather: Mostly Sunny Temperature: 64-73 °F

**Location of Work:**

2595 Rubicam Avenue, Willow Grove, Pennsylvania

**Plans Referenced:**

Foundation Plan

**Description of Work:**

Prior to GTA's arrival on site the contractor excavated the continuous perimeter footings for the proposed clubhouse from column line (CL) B-2 to CL B-7 as approximately indicated on the attached placement plan. GTA inspected FBS (footing bottom subgrade) soils using a combination of visual observations, hand probe testing, and dynamic cone penetrometer (DCP) testing. GTA observe soft soils from the E-2 to B-2 and E-6 to B-6. Hand probe penetrations ranged from approximately 8 to 20-inches. GTA recommended that the contractor excavate through the existing soft soils until firm stable soils were encountered. The contractor excavated two test pits at approximate location of A-1 and A-7, soft soils were also encountered at the approximate design FBS elevation in these areas as well. An approximate over-excavation in these areas will be in the range of 24-inches below the design FBS elevation. Based on the hand probe penetrations and the test pits over-excavations will range from approximately 8-24-inches and averaging around 18-inches below the design FBS elevation. It is the opinion of GTA that the soils evaluated and the over-excavation of the FBS elevation today that the soils are capable of providing the presumptive bearing capacity of 4,000 PSF, as indicated on the plans provided.

PI

**Remarks/Deficiencies/Failing Tests:**

Nuclear Gauge:  Soil  Asphalt  None

Attachments:  Location Sketch  Photos  Nuclear Field Density  Foundation Observation Report  
 Material Tickets  Subgrade Preparation Report

Portal-to-Portal Time: 6.0  
 Mileage: 60

Concrete Test Report

Other \_\_\_\_\_

The daily report is preliminary and is provided solely as evidence that a site visit was performed.

GTA Reviewer: Rob Howard

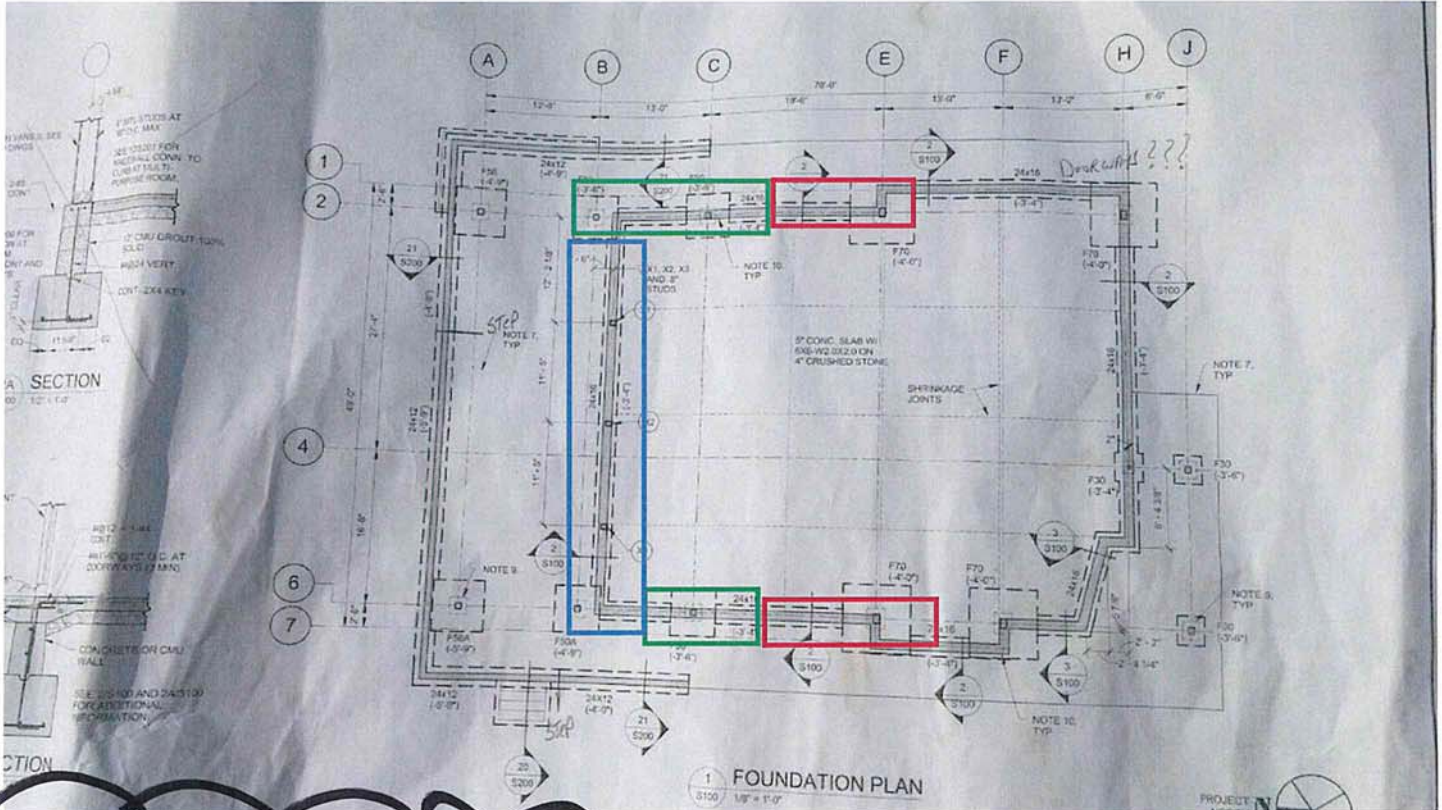




# SKETCH

Project No. 31171110  
Project Name: Crestmont Clubhouse

Date: 06 / 27 / 2017  
Sketch No. 1



Approximate over-excavation depths  
 Approximately 8-inches █  
 Approximately 12-inches █  
 Approximately 24-inches █

**OVER-EXCAVATION**  
 ←  
 P2





# FOUNDATION OBSERVATION REPORT

Project: Crestmont Clubhouse      Project No.: 31171110      Date: 06 / 27 / 2017

Soils Report Used: \_\_\_\_\_ Structural Plan Used: Daley & Jalboot Architects, Inc.

Lot No.: \_\_\_\_\_ Site Plan Used: \_\_\_\_\_ Revisions: \_\_\_\_\_

Technician: B. Awckland House Type: \_\_\_\_\_ Fireplace?  Yes  No Soil Bearing: 4,000 psf

Grounding Rod?  Yes  No If no, why not? \_\_\_\_\_

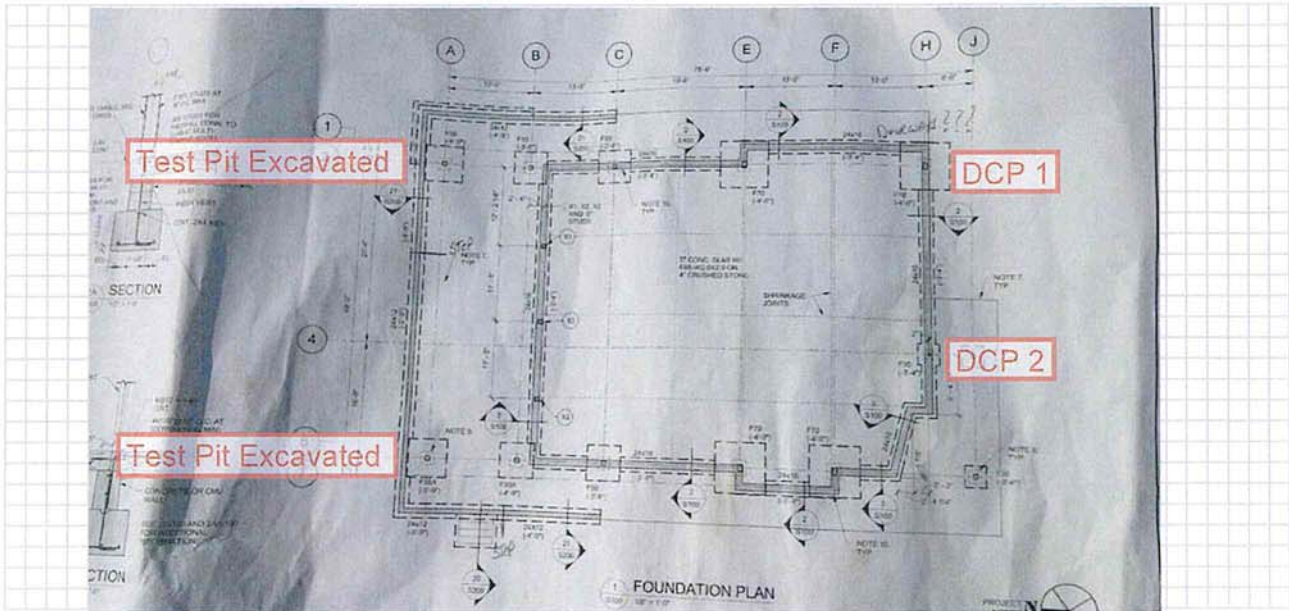
Basement Subgrade Elevation: \_\_\_\_\_ Previous Grade Elevation: \_\_\_\_\_ Cut or Fill? \_\_\_\_\_

Permit No.: \_\_\_\_\_ Address: \_\_\_\_\_

Walkout Condition  Inground Basement  Excavated Garage  Unexcavated Garage

| Wall/Column Footing | Width (in.) |          | Depth (in.) |          |
|---------------------|-------------|----------|-------------|----------|
|                     | Required    | Measured | Required    | Measured |
|                     |             |          |             |          |
|                     |             |          |             |          |
|                     |             |          |             |          |
|                     |             |          |             |          |

Sketch:



| # 1   |            |    |    | Soil Type | # 2   |            |    |    | Soil Type | #     |            |  |  | Soil Type |
|-------|------------|----|----|-----------|-------|------------|----|----|-----------|-------|------------|--|--|-----------|
| Depth | Blow Count |    |    |           | Depth | Blow Count |    |    |           | Depth | Blow Count |  |  |           |
| SG    | 9          | 10 | 11 |           |       | SG         | 10 | 12 |           | 12    |            |  |  |           |
| -1    | 10         | 12 | 13 |           |       |            |    |    |           |       |            |  |  |           |
|       |            |    |    |           |       |            |    |    |           |       |            |  |  |           |

| #     | Blow Count |  |  | Soil Type | #     | Blow Count |  |  | Soil Type | #     | Blow Count |  |  | Soil Type |
|-------|------------|--|--|-----------|-------|------------|--|--|-----------|-------|------------|--|--|-----------|
| Depth | Blow Count |  |  |           | Depth | Blow Count |  |  |           | Depth | Blow Count |  |  |           |
|       |            |  |  |           |       |            |  |  |           |       |            |  |  |           |
|       |            |  |  |           |       |            |  |  |           |       |            |  |  |           |

- NOTES: 1. Indicate fill or natural ground in soil type for each test.  
 2. Any undercuts?  Yes  No Describe 8-24-inches  
 3. Undercuts backfilled with  Stone  Flowable Fill  Concrete



Project No. 31171110

Date: 06 / 27 / 2017

Project Name: Crestmont Clubhouse

Photo Page No. 1

**GENERAL**

FOUNDATIONS: FOUNDATION WORK HAS BEEN DESIGNED ON THE BASIS OF THE REPORT OF MCLYMONT AND RAK, WRITTEN FOR THE USE OF THE OWNER, ARCHITECT AND ENGINEER. FOOTINGS HAVE BEEN DESIGNED TO BEAR ON UNDISTURBED RESIDUAL SOILS OR COMPACTED STRUCTURAL FILL CAPABLE OF SAFELY SUPPORTING AT A NET PRESSURE OF 4000 PSF. IF FOUNDATION CONDITIONS PROVE UNACCEPTABLE AT ELEVATIONS SHOWN, FOOTING SHALL BE CARRIED DEEPER OR OTHER REVISION OF FOUNDATIONS WILL BE REQUIRED AT THE DIRECTION OF THE ARCHITECT. BOTTOM OF EXTERIOR FOOTINGS SHALL BE A MINIMUM OF 3 FEET BELOW FINISHED GRADE.

DO NOT PLACE UNDERGROUND UTILITIES OR PIPES BELOW FOOTINGS. IF ANY SUCH CONDITIONS OCCUR, CONTACT THE ARCHITECT FOR DIRECTION.

THE OWNER WILL EMPLOY A TESTING AGENCY TO PERFORM INSPECTIONS AND TESTING OF FOOTING BEARING ELEVATIONS WITH REGARD TO THE DESIGN SOIL BEARING PRESSURE NOTED ABOVE. NOTIFY THE TESTING AGENCY WITHIN 24 HOURS WHEN EXCAVATION OF THE BOTTOM OF FOOTINGS HAS BEEN COMPLETED. DO NOT POUR FOOTINGS UNTIL THE INSPECTION AGENCY HAS VERIFIED THE BEARING VALUE.

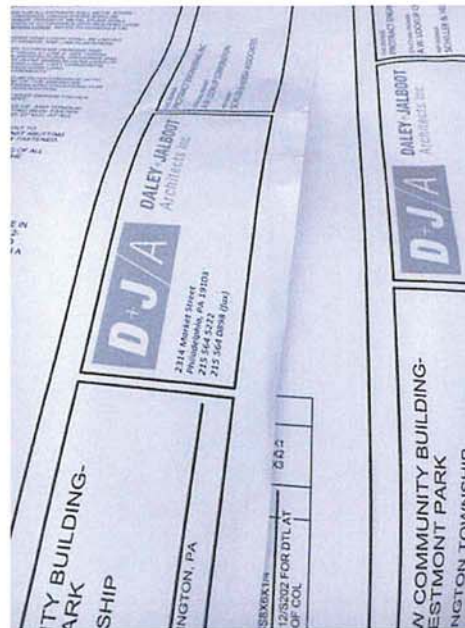
CONCRETE: MINIMUM 28 DAY CYLINDER STRENGTH, MAXIMUM SLUMP (PRIOR TO ADDITION OF SUPERPLASTICIZER) AND MAXIMUM WATER/CEMENT RATIO AS FOLLOWS:

|                                    | Ex. (PSF) | SLUMP | W/C RATIO |
|------------------------------------|-----------|-------|-----------|
| FOOTINGS                           | 3000      | 2"    |           |
| WALLS                              | 4000      | 4"    | 0.45      |
| WORK EXPOSED TO WEATHER (5-7% AE)  | 4000      | 4"    |           |
| INTERIOR SLABS ON GROUND (2-3% AE) | 4000      | 2"    |           |
| OTHER WORK                         | 3000      | 4"    |           |

BEFORE PLACING ANY CONCRETE, SUBMIT MIX DESIGNS, ADMIXTURES, CURING COMPOUNDS, ETC. FOR REVIEW. MIX DESIGN TO BE IN ACCORDANCE WITH ACI 318, CHAPTER 5. NO CALCIUM CHLORIDE OR ADMIXTURE CONTAINING CHLORIDES SHALL BE USED IN ANY CONCRETE. ALL PUMPED CONCRETE AND CONCRETE FOR SLABS SHALL CONTAIN SUPERPLASTICIZER. COARSE AGGREGATE SHALL CONFORM TO ASTM C33 (24.4.97).

REINFORCING STEEL: ASTM A615, GRADE 60. WELDED WIRE FABRIC: ASTM A185. LAPS 40 DIAMETERS UNLESS NOTED. ALL BARS SECURELY HELD IN ACCURATE POSITION BY SUITABLE ACCESSORIES, TIE BARS, SUPPORT BARS, ETC. ALL CONCRETE WORK TO COMPLY WITH ACI BUILDING CODE (ACI-318) AND DETAILING MANUAL (ACI-SP06). SHOP DRAWINGS SHOWING REINFORCING DETAILS INCLUDING BAR SIZES, SPACING, AND PLACEMENT SHALL BE SUBMITTED AND REVIEWED PRIOR TO FABRICATION.

THE OWNER WILL EMPLOY A TESTING AGENCY TO PERFORM INSPECTIONS AND TESTING OF CONCRETE AND REINFORCING STEEL. MAKE ONE SET OF FOUR CONCRETE CYLINDERS FROM EACH 50 CUBIC YARDS WITH A MINIMUM OF ONE SET FROM EACH DAYS OPERATION FOR EACH CLASS OF CONCRETE. TEST SPECIMENS SHALL BE MADE IN ACCORDANCE WITH ASTM C31. MAKE ONE SLUMP TEST ON THE CONCRETE AT THE BEGINNING OF THE POUR AND FOR EACH SET OF CYLINDERS TAKEN IN ACCORDANCE WITH ASTM C143. MAKE ONE ENTRAINMENT AIR TEST WITH EACH SLUMP TEST. IN ACCORDANCE WITH ASTM C143. MAKE ONE SET OF CYLINDERS TAKEN WITH ASTM C39, TWO CYLINDERS AT 7 DAYS AND TWO AT 28 DAYS OLD. THE TESTING AGENCY SHALL SUBMIT THE RESULTS OF THEIR INSPECTIONS TO THE ARCHITECT FOR REVIEW.





Project Name: Crestmont Clubhouse Date: 06 / 30 / 2017 GTA Rep: A. Fedetz  
 Project No.: 31171110 Client: Township of Abington Weather: Clear Temperature: 75-85 °F

**Location of Work:**

2595 Rubicam Avenue, Willow Grove, Pennsylvania

**Plans Referenced:**

Foundation Plan

**Description of Work:**

GTA arrived on-site as scheduled for footing bottom subgrade (FBS) and concrete placement observations and testing.

Prior to GTA's arrival on site, contractor excavate exterior perimeter footings, CL: B-1 to B-7, H-1 to H-7. FBS soils generally consisted of brown sandy silt with rock fragments. GTA inspected FBS soils using a combination of visual observations, hand probe testing and dynamic cone penetrometer testing. Final DCP test results ranged from 9 to 13 blows per one and three quarter inch intervals, and hand probe penetration depths ranging from 1 to 2 inches. GTA observed that the subgrade soils were capable of providing the required 4,000 psf per the plans provided.

GTA observed the placement of reinforcing steel in general accordance for type, grade, quantity, clearance, spacing, overlap, support and location. Contractor placed approximately 63 cubic yards of 3,000 psi concrete provided by Delaware Valley Concrete Co., Inc. GTA tested the fresh concrete for slump, air entrainment, temperature and molded 1 set of 5 test cylinders (4x8-inch) for compressive strength testing at 7, 28 and 56 day intervals. The specimens were placed into a water filled cooler for the initial cure.

**Remarks/Deficiencies/Failing Tests:**

Nuclear Gauge:  Soil  Asphalt  None  
 Attachments:  Location Sketch  Photos  Nuclear Field Density  Concrete Test Report  
 Material Tickets  Subgrade Preparation Report  Foundation Observation Report  
 Other \_\_\_\_\_

Portal-to-Portal Time: 9  
 Mileage: 60

The daily report is preliminary and is provided solely as evidence that a site visit was performed.

GTA Reviewer: Rob Howard





# FOUNDATION OBSERVATION REPORT

Project: Crestmont Clubhouse      Project No.: 31171110      Date: 06 / 30 / 2017

Soils Report Used: \_\_\_\_\_ Structural Plan Used: Daley & Jalboot Architects, Inc.

Lot No.: \_\_\_\_\_ Site Plan Used: \_\_\_\_\_ Revisions: \_\_\_\_\_

Technician: A. Fedetz      House Type: \_\_\_\_\_      Fireplace?  Yes  No      Soil Bearing: 4,000 psf

Grounding Rod?  Yes  No      If no, why not? \_\_\_\_\_

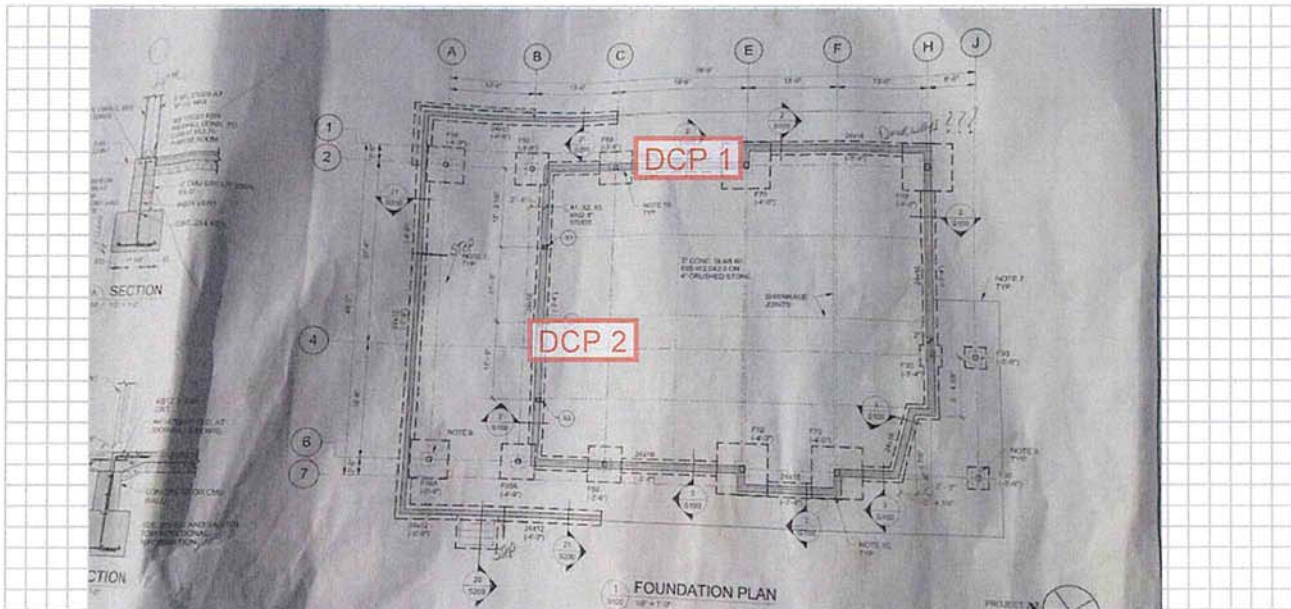
Basement Subgrade Elevation: \_\_\_\_\_ Previous Grade Elevation: \_\_\_\_\_ Cut or Fill? \_\_\_\_\_

Permit No.: \_\_\_\_\_ Address: \_\_\_\_\_

Walkout Condition       Inground Basement       Excavated Garage       Unexcavated Garage

| Wall/Column Footing | Width (in.) |          | Depth (in.) |          |
|---------------------|-------------|----------|-------------|----------|
|                     | Required    | Measured | Required    | Measured |
|                     |             |          |             |          |
|                     |             |          |             |          |
|                     |             |          |             |          |

Sketch:



| # 1   |            |    |    | # 2       |       |            |    | #  |           |       |            |  |  |           |
|-------|------------|----|----|-----------|-------|------------|----|----|-----------|-------|------------|--|--|-----------|
| Depth | Blow Count |    |    | Soil Type | Depth | Blow Count |    |    | Soil Type | Depth | Blow Count |  |  | Soil Type |
| SG    | 9          | 10 | 12 |           | SG    | 9          | 11 | 12 |           |       |            |  |  |           |
| -1    | 11         | 12 | 13 |           | -1    | 11         | 11 | 12 |           |       |            |  |  |           |
|       |            |    |    |           |       |            |    |    |           |       |            |  |  |           |

| #     |            |  |  | #         |       |            |  | # |           |       |            |  |  |           |
|-------|------------|--|--|-----------|-------|------------|--|---|-----------|-------|------------|--|--|-----------|
| Depth | Blow Count |  |  | Soil Type | Depth | Blow Count |  |   | Soil Type | Depth | Blow Count |  |  | Soil Type |
|       |            |  |  |           |       |            |  |   |           |       |            |  |  |           |
|       |            |  |  |           |       |            |  |   |           |       |            |  |  |           |

NOTES: 1. Indicate fill or natural ground in soil type for each test.

2. Any undercuts?  Yes  No      Describe \_\_\_\_\_

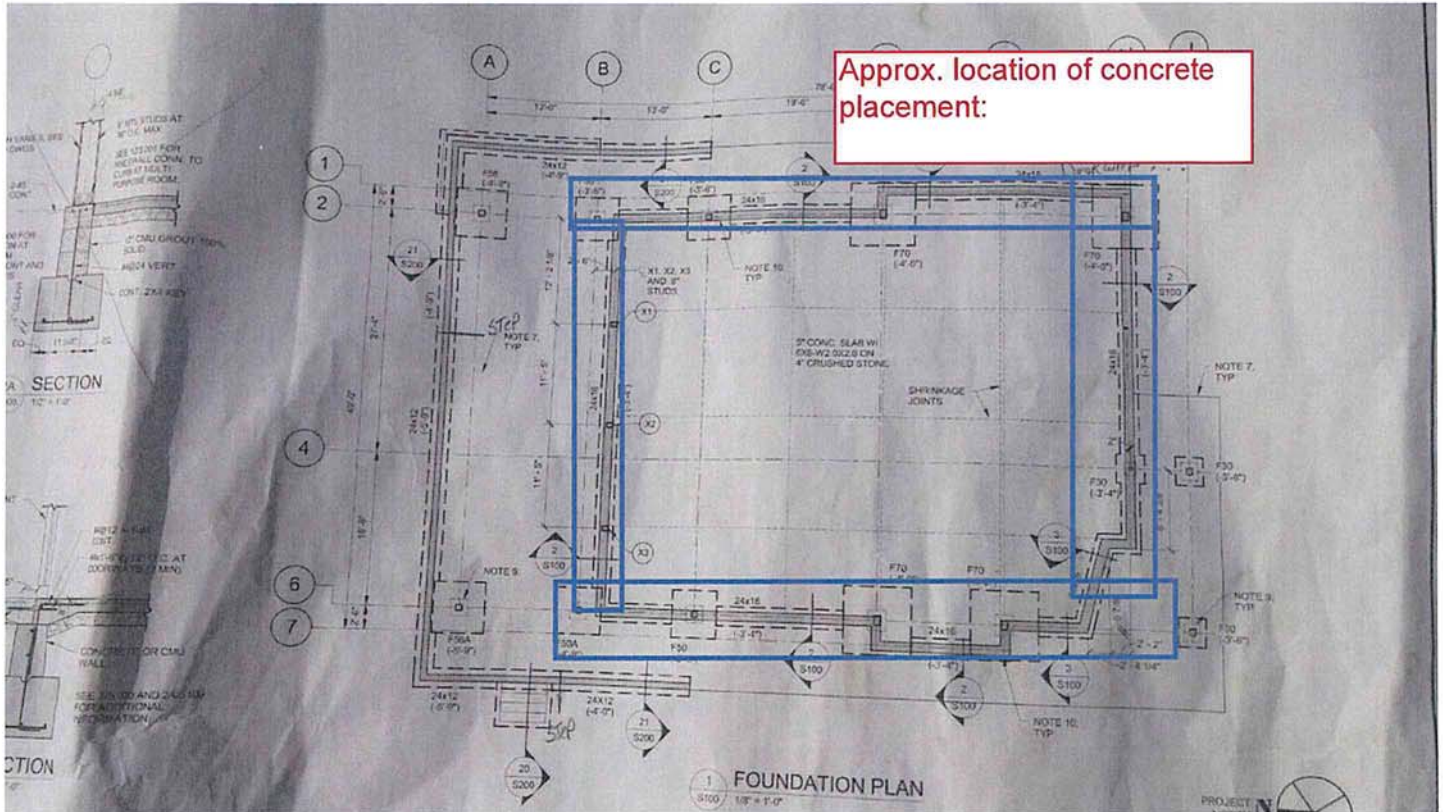
3. Undercuts backfilled with  Stone  Flowable Fill  Concrete



# SKETCH

Project No. 31171110  
Project Name: Crestmont Clubhouse

Date: 06 / 30 / 2017  
Sketch No. 1





**GEO-TECHNOLOGY  
ASSOCIATES, INC.**

**CONCRETE TESTING AND SAMPLING REPORT  
(ASTM C-39)**

|   |  |   |                |
|---|--|---|----------------|
| Project: Crestmont Clubhouse  |  | Date Sampled: 06 / 30 / 2017                |                |
| Project No.: 31171110   |  | Time Sampled: 9:50                          |                |
| Client: Township of Abington  |  | Air Temperature: 78 °F                      | Weather: Clear |
| Contractor: Bucciarelli Inc.  |  | Cumulative Quantity of Pour: 63 Cubic Yards |                |
| Location of Pour: Exterior perimeter footings, CL: B-1 to B-7, H-1 to H-7 |  |   |                |
| Sampled By: AKF   |  |   |                |

|                           |                                |
|---------------------------|--------------------------------|
| Mix Duration: 105 minutes | Water Added on Site: 0 gallons |
|---------------------------|--------------------------------|

| ON-SITE TESTS              |         | CONCRETE TICKET INFORMATION                           |                      |
|----------------------------|---------|---|----------------------|
| Slump (ASTM C-143):        | 4.5 in. | Concrete Supplier: Delaware Valley Concrete Co., Inc. |                      |
| Air (ASTM C-173 OR C-231): | 1.500 % | Ticket Strength: 3000 psi                             | Design Strength: psi |
| Unit Wt. (ASTM C-138):     | N/A PCF | Ticket No.: 487960                                    |                      |
| Temperature (ASTM C-1064): | 78 °F   | Truck No.: 258  |                      |
|                            |         | Mix Design Number: 2530SC1                            |                      |

Specimen Size:  6"X12" Cylinder  4"X8" Cylinder  3"X6" Cylinder  
 \_\_\_\_\_

No. of Samples: \_\_\_\_\_ Set: 1 of 1

Required Breaks:

\_\_\_\_\_  3 Days    1  7 Days    \_\_\_\_\_  14 Days    3  28 Days

1  56 Days    \_\_\_\_\_  Days    \_\_\_\_\_  28 Day Field Cures

Technician No.

Record No. (For Internal Use Only)

16302017





**GEO-TECHNOLOGY ASSOCIATES, INC.**  
 Geo-Technical and Environmental Consultants

**CONCRETE PLACEMENT REPORT**

Project Name: Crestmont Clubhouse Date: 06 / 30 / 2017  
 Project No.: 31171110 Sampled By: AKF  
 Client: Township of Abington Weather: Clear  
 Consolidation Method \_\_\_\_\_ Placement Method Chute  
 Contractor Bucciarelli Inc. Design Strength 3000  
 Concrete Supplier Delaware Valley Concrete Co., Inc. Ticket Strength 3000  
 Concrete Type Normal Total Yards Placed 63  
 Mix Design Number 2530SC1  
 Concrete Placement Location Exterior perimeter footings, CL: B-1 to B-7, H-1 to H-7

Specifications: Slump (in.) 3 to 6 Air Content (%) 0 to 3

| Load | Truck # | Ticket # | Mix Duration |             | *Mix Duration (min.) | Slump (inches) | Concrete Temp. (°F) | Air Content (%) | Unit Weight (lbs.) | Water Added on Site | Cylinders |     |
|------|---------|----------|--------------|-------------|----------------------|----------------|---------------------|-----------------|--------------------|---------------------|-----------|-----|
|      |         |          | Batch Time   | Finish Pour |                      |                |                     |                 |                    |                     | Set       | No. |
| 1    | 259     | 487960   | 8:15         | 10:00       | 105                  | 4.5            | 78                  | 1.5             | N/A                | 0                   | 1         | 5   |
| 2    | 243     | 487961   | N/A          | 10:15       |                      |                |                     |                 |                    | 0                   |           |     |
| 3    | 247     | 487962   | N/A          | 10:42       |                      |                |                     |                 |                    | 0                   |           |     |
| 4    | 233     | 487963   | N/A          | 11:45       |                      |                |                     |                 |                    | 0                   |           |     |
| 5    | 259     | 487964   | 10:10        | 12:10       | 120                  |                |                     |                 |                    | 0                   |           |     |
| 6    | 262     | 487980   | 11:31        | 12:40       | 69                   |                |                     |                 |                    | 0                   |           |     |
| 7    | 259     | 487991   | 13:10        | 14:20       | 70                   |                |                     |                 |                    | 0                   |           |     |
| 8    |         |          |              |             |                      |                |                     |                 |                    |                     |           |     |
| 9    |         |          |              |             |                      |                |                     |                 |                    |                     |           |     |
| 10   |         |          |              |             |                      |                |                     |                 |                    |                     |           |     |
| 11   |         |          |              |             |                      |                |                     |                 |                    |                     |           |     |
| 12   |         |          |              |             |                      |                |                     |                 |                    |                     |           |     |
| 13   |         |          |              |             |                      |                |                     |                 |                    |                     |           |     |
| 14   |         |          |              |             |                      |                |                     |                 |                    |                     |           |     |
| 15   |         |          |              |             |                      |                |                     |                 |                    |                     |           |     |
| 16   |         |          |              |             |                      |                |                     |                 |                    |                     |           |     |
| 17   |         |          |              |             |                      |                |                     |                 |                    |                     |           |     |
| 18   |         |          |              |             |                      |                |                     |                 |                    |                     |           |     |
| 19   |         |          |              |             |                      |                |                     |                 |                    |                     |           |     |
| 20   |         |          |              |             |                      |                |                     |                 |                    |                     |           |     |
| 21   |         |          |              |             |                      |                |                     |                 |                    |                     |           |     |
| 22   |         |          |              |             |                      |                |                     |                 |                    |                     |           |     |
| 23   |         |          |              |             |                      |                |                     |                 |                    |                     |           |     |
| 24   |         |          |              |             |                      |                |                     |                 |                    |                     |           |     |
| 25   |         |          |              |             |                      |                |                     |                 |                    |                     |           |     |
| 26   |         |          |              |             |                      |                |                     |                 |                    |                     |           |     |
| 27   |         |          |              |             |                      |                |                     |                 |                    |                     |           |     |
| 28   |         |          |              |             |                      |                |                     |                 |                    |                     |           |     |
| 29   |         |          |              |             |                      |                |                     |                 |                    |                     |           |     |
| 30   |         |          |              |             |                      |                |                     |                 |                    |                     |           |     |

\*Enter Military Time (0:00 to 24:00)



GEO-TECHNOLOGY ASSOCIATES, INC.  
Geotechnical and Environmental Consultants

# PHOTOS

Project No. 31171110  
Project Name: Crestmont Clubhouse

Date: 06 / 30 / 2017  
Photo Page No. 1







**GEO-TECHNOLOGY ASSOCIATES, INC.**  
*Geotechnical and Environmental Consultants*

# PHOTOS

Project No. 31171110  
Project Name: Crestmont Clubhouse

Date: 06 / 30 / 2017  
Photo Page No. 2



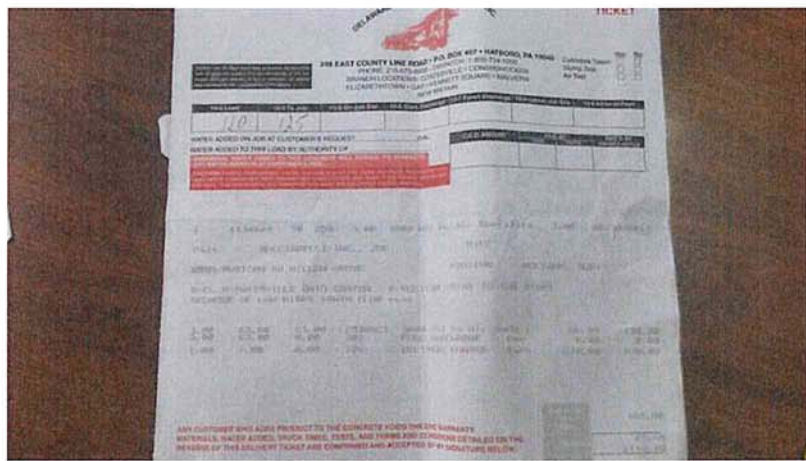




# PHOTOS

Project No. 31171110  
Project Name: Crestmont Clubhouse

Date: 06 / 30 / 2017  
Photo Page No. 3









# **CRESTMONT CLUBHOUSE**

Change Order Number: 001

**Fire Alarm System**  
Supporting Documentation  
Part 2 of 2



# MEMORANDUM

To: Tara Wehmeyer  
From: Van Strother  
Cc: Richard Manfredi  
Re: Crestmont Clubhouse - Change Order Number 001 - (Fire Alarm)  
Date: October 17, 2018

Attached are the requested supporting documents for the above referenced item.

The following is a brief summary concerning this matter:

During the preparation of the bid documents, it was unclear if the building was required to be monitored for and protected from fire. The Project Architect was instructed to include Deduct Alternate #6: Fire Alarm System in the Form of Proposal for the bidders to submit a price for this work.

According to the 2009 International Building Code (the adopted building code for the Township), a sprinkler and fire alarm system is not required because the fire area in the proposed building did not exceed 12,000 square feet, the fire area does not have an occupant load greater than 300 persons and the fire area was located at the level of exit discharge. Please see Page 2 of this memorandum that is the Code Review Section from a portion of the Architectural Drawing A002.

Bids were received on April 4, 2017 and it was recommended at the April 13, 2017 BOC meeting to accept the lowest bid and accept all Deduct Alternates, which was approved and authorized in the amount of \$1,545,571.00. The Fire Alarm System **not** accepted as part of the construction contract.

On April 24, 2017, a pre-construction meeting was held at the Township Building with all Township Code Officials, the Fire Marshal's office, the Project Architect and the General Contractor. At this meeting, it was unknown what fire protection systems were required. There was concern expressed about the decision to delete the fire alarm system.

On April 27, 2017, the construction contract was signed in the amount of \$1,545,571.00, accepting the Deduct Alternate #6, deleting the cost of the Fire Alarm System in its entirety.

After the construction contract was signed, the Fire Marshal's office stated that a fire alarm and sprinkler system were required, which both systems were installed.

The General Contractor, *in good faith*, installed the fire alarm system with the hope that the Township would pay him for this work.

The fire alarm system is not in the construction contract. The Township received the full benefit of the best pricing for the fire alarm system through the publically advertised competitive bidding process.

# TOWNSHIP OF ABINGTON

## Crestmont Clubhouse Fire Protection Timeline

| <u>DATE</u>    | <u>EVENT</u>   |
|----------------|--|
| March 12, 2017 | Public advertisement to solicit competitive construction bids for a new building.  |
| March 16, 2017 | Bid package ( <i>construction documents</i> ) are available to any interested bidder.<br>( <i>Bid Form includes various deduct alternates.</i> )   |
| April 4, 2017  | Bid Opening. ( <i>Three-(3) separate bids are submitted.</i> )   |
| April 4, 2017  | Construction documents are submitted to the third-party plan reviewer without a fire alarm or sprinkler system. ( <i>The building code does not require fire protection systems.</i> )   |
| April 13, 2017 | BOC awards the contract to the lowest bidder, accepts all deduct alternates and authorize the signing of the construction contract.<br>( <i>Which includes the deduct of \$5,500.00 for the fire alarm system.</i> )   |
| April 24, 2017 | Pre-construction meeting: <ul style="list-style-type: none"><li>▪ <u>Meeting Conservation:</u><ul style="list-style-type: none"><li>○ Township Code Officials &amp; Fire Marshal states that a fire alarm and sprinkler systems are required.</li><li>○ Contractor states that he will install the fire alarm system.</li><li>○ Community Development will work to install the sprinkler system.</li></ul></li></ul> |
| April 27, 2017 | Construction contract is signed with all deduct alternates accepted.   |
| May 3, 2017    | The plan review is completed and returned without any comments by the third-party plan reviewer of the absence of any fire protection.   |
| May 17, 2017   | Fire Marshal states that a fire alarm and sprinkler system are required.<br>( <i>Township code requires fire protection.</i> )   |
| May 18, 2017   | Township issues the building permit with conditions.   |
| June 3, 2017   | Construction starts. <ul style="list-style-type: none"><li>▪ Fire alarm and sprinkler systems are installed, inspected and approved by the Fire Marshal.</li></ul>   |
| March 9, 2018  | Construction is completed and the certificate of occupancy is issued.  |

# L J Paolella Construction, Inc

278 Bridgewater Road  
Brookhaven, PA 19015  
Phone: (610) 499-8950  
Fax: (610) 499-8930  
PA Lic #PA059967

## Request for Change Order

To: Township of Abington  
1176 Old York Road  
Abington, PA 19001  
Project: Crestmont Clubhouse

---

RFC No: **GC COR-02**  
Date: 7/3/2018  
Description: Electrical Requirements

|   |                    |
|---|--------------------|
| Supplied and installed wire molding in lieu of EMT -  | \$3,910.00         |
| New fire alarm system as per Abington Fire Marshall - | \$5,500.00         |
| Profit and Overhead -                                 | <u>\$1,411.50</u>  |
|   | \$10,821.50        |
| Landscaping Scope of Work not performed -             | <u>-\$5,000.00</u> |
| Total Change Order Amount -                           | \$5,821.50         |

The above work is subject to the same conditions as specified in the original contract unless otherwise stipulated.

The Contract Time will be increased by Zero (0) days.

Upon approval the sum of ~~\$5,821.00~~, will be added to the contract price.

*\$5,821.50 VBS*

Authorized Signature: *M.J. Paolella* Date: 07-03-18  
L J Paolella Construction, Inc

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Township of Abington



# TAKEN FROM ARCHITECTURAL DRAWING SUBMITTED TO THIRD-PARTY PLAN

REVIEW

**International Building Code - Version 2009, ANSI A117.2-2009**

**General Code information (Use & Occupancy)**

Building Area: 2,620 sf (Single Story)

**Chapter 5 - General Building and Area**

Table 503: Allowable Area and Heights: Type V B construction

|     |                   |
|-----|-------------------|
| A-3 | 1 Stories         |
|     | 6,000 Square Feet |

**Chapter 6 - Types of Construction**

Section 602.5 Type V ...structural elements and interior and exterior walls are of any material acceptable by code

Table 601 - Fire Resistance Rating Requirements for Building Elements

Type V B No rating required for: primary structural frame, bearing walls, non-bearing walls exterior (see table 602), nonbearing walls interior, floor construction & secondary members, roof construction & secondary members.

Table 602 - Fire Resistance Rating Requirements for Exterior Walls based on Fire Separation Distance. Occupancy A-3 & S-1 No rating required. Nearest adjacent building is greater than 30' away (*actually greater than 60'*).

**Chapter 9 - Fire Protection Systems**

Section 903.2.1.3

Group A-3 An automatic sprinkler system is NOT required because it does not meet any of the three conditions required by this section.

1. The fire area does not exceed 12,000 sf.
2. The fire area does not have an occupant load of 300 or more
3. The fire area is located at the level of exit discharge.



# Code Inspections, Inc.

\*2 BOOKS \*2 rolls (rolled together)  
603 Horsham Rd  
Horsham, Pa. 19044  
215-672-9400  
Fax: 215-672-9736  
7482

## PLAN REVIEW APPLICATION

Note: 2 sets of plans are required and will be returned to the Applicant

To Be Filled out by Applicant:

County: MONTGOMERY Municipality: ABINGTON APPLICATION DATE: 4/4/17

### LOCATION OF PROPOSED WORK OR IMPROVEMENT

Site Address: 2595 RUBICAM AVENUE, WILLOW GROVE Tax Parcel # 30-00-60448-00-2

Lot # \_\_\_\_\_ Subdivision/Land Development: \_\_\_\_\_ Phase: \_\_\_\_\_ Section: \_\_\_\_\_

OWNER: TOWNSHIP OF ABINGTON Phone # \_\_\_\_\_ Fax # \_\_\_\_\_

Mailing Address: 1176 OLD YORK ROAD, ABINGTON, PA 19001 E-Mail: VSTROTNER@ABINGTON.ORG

CONTRACTOR: \_\_\_\_\_ Phone # \_\_\_\_\_ Fax # \_\_\_\_\_

Who shall we contact if there are questions? VAN STROTNER Phone # 267-536-1020

Who shall we contact for pick up and fee's? VAN STROTNER Phone # 267-536-1020

Plans to be reviewed for: (Check all that apply)  
 Building  Plumbing  Mechanical  
 Electrical  Fire  Accessibility

### TYPE OF WORK AND DESCRIPTION OF BUILDING USE MUST BE FILLED OUT COMPLETELY

#### TYPE OF WORK OR IMPROVEMENT (Check One)

New Building  Addition  Alteration  Repair  Change of Use  Other

Describe the proposed work:

#### DESCRIPTION OF BUILDING USE (Check One)

RESIDENTIAL  One-Family Dwelling (R-3)  Two-Family Dwelling (R-3)  
NON-RESIDENTIAL Specific Use: \_\_\_\_\_ Use Group: A-3  
Change in Use:  YES  NO If YES, Indicate Former: \_\_\_\_\_

The applicant certifies that all work will be completed in accordance with the approved construction documents and PA Act 45 (Uniform Construction Code) and any additional approved building code requirements adopted by the Municipality. The property owner and applicant assumes the responsibility of notifying Code Inspections, Inc. when ready for all required inspections indicated above.

All CII fee's must be paid in full before plans are released.

Signature of Owner or Authorized Agent: [Signature] Print Name of Owner or Authorized Agent: VAN B. STROTNER

#### To be filled out by Plan Reviewer:

|  |   |                       |
|--|---|-----------------------|
| Signature of Building Plan Reviewer: <u>[Signature]</u> 4/20/17        | <input checked="" type="checkbox"/> Approved  | Fee: \$ <u>212</u>    |
| Signature of Electrical Plan Reviewer: <u>Adam Mays</u> 5/2/2017       | <input checked="" type="checkbox"/> Approved  | Fee: \$ <u>211</u>    |
| Signature of Plumbing (specify) Plan Reviewer: <u>D A Zell</u> 4/20/17 | <input checked="" type="checkbox"/> Approved  | Fee: \$ <u>53</u>     |
| Signature of Mechanical Plan Reviewer: <u>[Signature]</u> 4-20-17      | <input type="checkbox"/> Approved             | Fee: \$ <u>49</u>     |
| Signature of Accessibility Plan Reviewer: <u>[Signature]</u> 4-20-17   | <input type="checkbox"/> Approved <u>5770</u> | Fee: \$ <u>479</u>    |
| Signature of Fire Plan Reviewer: <u>[Signature]</u> 4-20-17            | <input type="checkbox"/> Approved             | Fee: \$ <u>100.00</u> |
| Contact Called: <u>5/13/17</u> <u>[Signature]</u>                      | Total Fee's due: \$ <u>1,134.00</u>           |                       |

will pick up this week



[F] TROUBLE SIGNAL. A signal initiated by the fire alarm system or device indicative of a fault in a monitored circuit or component.

[F] VISIBLE ALARM NOTIFICATION APPLIANCE. A notification appliance that alerts by the sense of sight.

[F] WET-CHEMICAL EXTINGUISHING SYSTEM. A solution of water and potassium-carbonate-based chemical, potassium-acetate-based chemical or a combination thereof, forming an extinguishing agent.

[F] WIRELESS PROTECTION SYSTEM. A system or a part of a system that can transmit and receive signals without the aid of wire.

[F] ZONE. A defined area within the protected premises. A zone can define an area from which a signal can be received, an area to which a signal can be sent or an area in which a form of control can be executed.

[F] ZONE, NOTIFICATION. An area within a building or facility covered by notification appliances which are activated simultaneously.

## SECTION 903 AUTOMATIC SPRINKLER SYSTEMS

[F] 903.1 General. *Automatic sprinkler systems* shall comply with this section.

[F] 903.1.1 Alternative protection. Alternative automatic fire-extinguishing systems complying with Section 904 shall be permitted in lieu of automatic sprinkler protection where recognized by the applicable standard and *approved* by the fire code official.

[F] 903.2 Where required. Approved *automatic sprinkler systems* in new buildings and structures shall be provided in the locations described in Sections 903.2.1 through 903.2.12.

Exception: Spaces or areas in telecommunications buildings used exclusively for telecommunications equipment, associated electrical power distribution equipment, batteries and standby engines, provided those spaces or areas are equipped throughout with an automatic smoke detection system in accordance with Section 907.2 and are separated from the remainder of the building by not less than 1-hour *fire barriers* constructed in accordance with Section 707 or not less than 2-hour *horizontal assemblies* constructed in accordance with Section 712, or both.

[F] 903.2.1 Group A. An *automatic sprinkler system* shall be provided throughout buildings and portions thereof used as Group A occupancies as provided in this section. For Group A-1, A-2, A-3 and A-4 occupancies, the *automatic sprinkler system* shall be provided throughout the floor area where the Group A-1, A-2, A-3 or A-4 occupancy is located, and in all floors from the Group A occupancy to, and including, the nearest *level of exit discharge* serving the Group A occupancy. For Group A-5 occupancies, the *automatic sprinkler system* shall be provided in the spaces indicated in Section 903.2.1.5.

[F] 903.2.1.1 Group A-1. An *automatic sprinkler system* shall be provided for Group A-1 occupancies where one of the following conditions exists:

1. The *fire area* exceeds 12,000 square feet (1115 m<sup>2</sup>);
2. The *fire area* has an *occupant load* of 300 or more;
3. The *fire area* is located on a floor other than a *level of exit discharge* serving such occupancies; or
4. The *fire area* contains a multitheater complex.

[F] 903.2.1.2 Group A-2. An *automatic sprinkler system* shall be provided for Group A-2 occupancies where one of the following conditions exists:

1. The *fire area* exceeds 5,000 square feet (464.5 m<sup>2</sup>);
2. The *fire area* has an *occupant load* of 100 or more; or
3. The *fire area* is located on a floor other than a *level of exit discharge* serving such occupancies.

[F] 903.2.1.3 Group A-3. An *automatic sprinkler system* shall be provided for Group A-3 occupancies where one of the following conditions exists:

1. The *fire area* exceeds 12,000 square feet (1115 m<sup>2</sup>);
2. The *fire area* has an *occupant load* of 300 or more; or
3. The *fire area* is located on a floor other than a *level of exit discharge* serving such occupancies.

[F] 903.2.1.4 Group A-4. An *automatic sprinkler system* shall be provided for Group A-4 occupancies where one of the following conditions exists:

1. The *fire area* exceeds 12,000 square feet (1115 m<sup>2</sup>);
2. The *fire area* has an *occupant load* of 300 or more; or
3. The *fire area* is located on a floor other than a *level of exit discharge* serving such occupancies.

[F] 903.2.1.5 Group A-5. An *automatic sprinkler system* shall be provided for Group A-5 occupancies in the following areas: concession stands, retail areas, press boxes and other accessory use areas in excess of 1,000 square feet (93 m<sup>2</sup>).

[F] 903.2.2 Group B ambulatory health care facilities. An *automatic sprinkler system* shall be installed throughout all fire areas containing a Group B ambulatory health care facility occupancy when either of the following conditions exists at any time:

1. Four or more care recipients are incapable of self-preservation.
2. One or more care recipients who are incapable of self-preservation are located at other than the *level of exit discharge* serving such an occupancy.



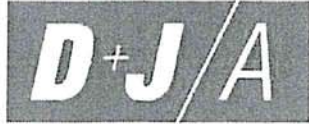
## Applications & Forms

**Click Here** to fill out an online form to apply for a Dumpster/Portable Storage Unit Permit

- Building Permit Application
- Calculation Sheet
- Commercial Construction Documents
- Contractor License
- Contractor Registration - Home Improvements
- Dumpster/Portable Storage Unit Application
- Electrical Permit Application
- Generator Flyer
- Generator Requirements
- HVAC Permit Application
- Notice to Contractors
- Order of Inspections
- Permit Fee Schedule
- Plan Application
- Policies (Building Permits, Use & Occupancy, and Inspections)
- Plumbing Permit Application
- Residential Permit Application Requirements
- Sample Plot Plan
- Sidewalk Permit
- Sign (erection, alteration or repair of) Application
- Street Address/Smoke and Carbon Monoxide Detectors
- Swimming Pool Guidelines - PA Department of Environmental Resources
- Swimming Pool Requirements
- Swimming Pool Permit Application
- Use and Occupancy Application
- Vacant Building Registration Form
- Workers Compensation Insurance Coverage Information
- Zoning Districts
- Zoning Hearing Board Application

### To All Code Enforcement Applicants

- Please be advised the Home Improvement Consumer Protection Act (Act 132 of 2008) is effective July 1, 2009. Contractors who perform home improvements for which the total cash value is \$5,000 or more per year are required to register with the Office of Attorney General by July 1. [Click here for registration form and details.](#)
- **Effective July 9, 2004**, the new International Building Code mandated by the Department of Labor and Industry of the Commonwealth of Pennsylvania and adopted by the Township of Abington will take effect;  
~~Within the regulations there will be more stringent requirements for plans that are submitted for~~ permits, both commercial and residential;
- Applications for commercial work must include plans prepared by an architect and be complete with electrical, plumbing, HVAC and energy calculations;
- Plans prepared for residential applications must also be prepared by an architect, and include electrical, plumbing, energy and HVAC calculations. Site plans, accurately drawn and calculated,



**DALEY+JALBOOT**  
Architects Inc

April 26, 2017

Pre-construction Meeting  
Crestmont Clubhouse  
Township of Abington  
DJA #1481

Meeting Date: April 24, 2017

**PRESENT**

---

|                    |     |   |
|--------------------|-----|---|
| Van Strother       | VS  | Township of Abington, Community Development |
| John Rohrer        | JR  | Township of Abington, Fire                  |
| Lisa Erkert        | LE  | Township of Abington, Code                  |
| Jon Messina        | JM  | Township of Abington, Code                  |
| Mark Penecale      | MP  | Township of Abington, Zoning                |
| Andy Oles          | AO  | Township of Abington, Parks & Rec.          |
| Jessica Tholey     | JT  | Township of Abington, Parks & Rec.          |
| Larry Paoella, Jr. | LPJ | L.J. Paoella, Inc.                          |
| Dan Jalboot        | DJ  | Daley + Jalboot Architects, Inc.            |
| Amie Leighton      | AL  | Daley + Jalboot Architects, Inc.            |

**DISCUSSION**

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1. Status of Permits and Site Preparations:

Demolition Permit is underway –

- Pest Control is done (By Owner)
- Sewer is capped (By Owner)
- Notification has been sent to the DEP (submitted on 4/3/17 by Owner)
- Electric has been disconnected by the Township – note that they have a temporary drop for power during construction. Parks and Rec has the key for access.
- The Owner requested and is still waiting for a disconnect letter from Aqua which is anticipated this week. Once that is complete, L.J. Paoella can apply for the actual permit from Lisa Erkert at the Township, which should only take a couple days to process.

Building Permit –

- Drawings and Application were submitted to Code Inspections on 4/4/17. They should be almost done their review. They will respond to Van.
- The G.C. and Subcontractors will need to be registered with the Township. They need to be registered independently, but applications can be submitted together in one package.
- Insurance certificates will be required at this time of application. LPJ was specifically told that the insurance certificate cannot exclude demolition from the policy.
- There will be separate applications for General, HVAC, Electric, Plumbing and Fire. There was some discussion/concern among some of the Township representatives about the building fire suppression and fire alarm being deleted from the project. Van will provide building plans to the



Fire Marshall and review this with him and Lisa Erkert following this meeting. LPJ said that if necessary, this scope could be added to the project for the values previously submitted during bidding.

- The plumber will need a Master Plumber's license acceptable to the Township.
  - Van will be applying to have the permit application Fee's waived for this project. (Township issue)
2. Project Schedule – Mobilization and start of construction activities
    - LPJ said he will have an on site meeting with Parks and Rec and his fencing sub. towards the end of this week, so that they can start to get fencing in place next week.
    - LPJ said due to the Carnival and demolition activities, he may wait a bit to install a job trailer.
    - LPJ said he would make the call to PA One Call and he requires all his subs doing digging to do the same. In addition to this, Van noted that the Township has identified some underground lighting lines that are live. He will have those locations marked on the ground and will also sketch them on a plan drawing for reference.
    - Pending issuance of the demolition permit, the Contractors may be able to start building demo as early as the end of next week.
    - Working hours, based on the Township noise ordinance, is not before 7:00 am and not after 9:00 pm.
  3. Project Schedule – Summer Park Schedule of Events
    - May 9<sup>th</sup>-13<sup>th</sup> is the Carnival at Crestmont Park. It is on side but (based on the parking lot. The carnival is run 100% on generator power, so it will not connect to the temporary electric feed. Mark Penecale is the Township coordinator for this event.
    - June 24<sup>th</sup> - Township pool opens across the parking lot from the site. Pool hours are 11-9 but some guard and swim club activity before, starting around 9:00.
    - June 26<sup>th</sup> - Start of Summer Camp. Hours are 9-4 Monday-Friday through August. Summer camp will also be based at the other end of the Park but will utilize the playground, basketball courts and adjacent fields. Close coordination with Parks and Rec. will be necessary.
  4. Project Scheduling and testing agencies
    - The Owner will retain the services of a testing agency.
    - The G.C. will schedule testing and inspections as the construction schedule demands. 24 hour notice should be anticipated.
    - Copies of inspection reports need to be sent to Lisa Erkert at the Township.
  5. Substantial Completion
    - The date for Substantial Completion is November 15, 2017
  6. Review of Job Information Sheet – we reviewed the Job Information Sheet Packet provided. Additional comments relevant to that review included:
    - LPJ said their company has lots of experience LPJ with HUD and CDBG projects. They are familiar with the Section 3 requirements.
    - Mechanic's Waiver of Lien – VS provided a copy of a lien waiver form that he would like L.J. Paoella to sign. This was not originally part of the specification requirements.
    - Background checks were not required by the specs. LPJ said many/most of his men and subs have them, and he would submit whatever he has so that the Township can keep them on file.



- Critical items for scheduling (long lead) – LPJ indicated that the only items he was very concerned about were the timber items coming directly from the mfr. in Canada and the aluminum operable vents.
- Superintendent – LPJ said he wasn't yet sure who his on site superintendent would be. He will provide that contact information as soon as possible. The Superintendent will take daily photos as the site and keep a journal of activities.
- Chain of Command – All construction related directives will be through Dan Jalboot. Township staff comments or involvement will be funneled through VS to DJ, and then direction if necessary will be provided to L.J. Paoella.
- Certificate of Payment – 45 days at the most and Van thought it would be quicker than that in most cases.

7. Contract Documents

- DJ and AL noted that they were in the process of preparing a revised set of construction documents modified to include the correct alternates taken for the project.
- The intent being to have complete and clear drawings for contractors in the field, especially since one alternate affected exterior wall construction. All changes would be clouded and identified.
- We will wait to determine if fire suppression or alarms will be added back to the project before issuing.

8. Status of Contract

- VS said he would send Township comments to DJ that day for incorporation into the contract.
- The final version for signing should be available by the end of the current week at the latest.
- *Post Meeting Note: The contract was completed and ready for signing 4/25/17. VS emailed to say that the Paoella's are not available to sign it until next Tuesday May 2<sup>nd</sup>.*

Any authorized persons taking exception or noting omissions to these statements shall notify this office, in writing, within five (5) days after receipt of these notes, listing in detail the exception; otherwise the report will stand as submitted.

Amie Leighton  
Daley + Jalboot Architects, Inc.

Cc: Van Strother, Township of Abington  
Larry Paoella, L.J. Paoella, Inc.  
Dan Jalboot, Daley + Jalboot Architects, Inc.  
Amie Leighton, Daley + Jalboot Architects, Inc.  
Rich Delp, Schiller & Hersh Associates  
John Gares, A.W. Lookup Corp.

Attachment: Job information Sheet, also distributed at the meeting



## ABINGTON TOWNSHIP FIRE MARSHAL

1176 Old York Road, Abington, Montgomery County, Pa., 19001

267-536-1088 fax 215-884-8271

May 17, 2017

General Permit – PRB201701175

Crestmont Clubhouse  
2595 Rubicam Avenue  
Willow Grove, PA 19090

Reviewing the application for the General Permit – PRB201701175, for construction of an assembly structure, Crestmont Clubhouse, the following will be required from the Fire Marshal's Office;

1. A Separate Fire Alarm Permit for a monitored commercial fire alarm.
2. A separate permit for a sprinkler system.

Chapter 85 of the Code of Abington Township requires all assembly use structures in the township to be equipped throughout with a sprinkler system or other acceptable fire suppression system. (attached)

A Fire Safety inspection is required prior to use of the renovated spaces, to include certification of all fire protection systems.

Any questions or concerns feel free to contact the Fire Marshal at the above number.

Sincerely,

A handwritten signature in black ink, appearing to read 'John J. Rohrer', is written over a horizontal line.

John J. Rohrer  
Assistant Fire Marshal





**Township of Abington**  
**1176 Old York Road Abington, PA 19001**  
**Phone: 2675361000 Fax: 2158848271**



**Permit #:**  **Date Issued:**

**Permit Type:**  **Land Use:**

**Applicant:**

**Zoning District:**

**Location:**

**Parcel Number**  **Unit**  **Block**  **Ward**

**Permit Fee Paid:** \$  **Est Cost:** \$

**Owner:** ABINGTON TOWNSHIP  
 2595 RUBICAM AV ABINGTON PA 19001  
 Phone:  
 Email:

**Contractor:** L.J. PAOLELLA CONSTRUCTION, INC  
 278 BRIDGEWATER RD  
 BROOKHAVEN, PA 19015  
 Email: PM.DILLAN@LJPINC.NET  
 HIC #:  
 License #: CL20170253  
 Phone: (610) 499-8950

**Description of Work:**  
 CONSTRUCTING NEW 2620 SQ FT "CRESTMONT CLUBHOUSE"

**Conditions of Permit:**  
 ARCHITECTURAL PLANS REVIEWED AND APPROVED WITH CONDITIONS NOTED IN RED ON APPROVED PLAN AND/OR AS NOTED ON PLAN REVIEW REPORT PREPARED BY CODE INSPECTIONS, INC. ALL WORK SHALL COMPLY WITH THE PA UCC AS AMENDED BY ABINGTON TOWNSHIP. COPY OF APPROVED PLAN, PERMIT AND BUILDING INSPECTION ROSTER SHALL BE KEPT ON-SITE AND AVAILABLE TO THE BUILDING INSPECTOR UPON REQUEST. 24-HOURS NOTICE IS REQUIRED FOR BUILDING INSPECTION REQUESTS. SPECIAL INSPECTIONS, SUCH AS BUT NOT LIMITED TO: SOILS, CONCRETE AND STEEL INSPECTIONS ARE REQUIRED. ALL SPECIAL INSPECTION REPORTS ARE REQUIRED TO BE SUBMITTED TO THE BUILDING INSPECTOR AT FINAL INSPECTION FOR CERTIFICATE OF OCCUPANCY. AS-BUILT AND SITE ENGINEERS REPORT REQUIRED FOR ON-SITE DETENTION AND INFILTRATION SYSTEM. HVAC BALANCE REPORT REQUIRED AT FINAL INSPECTION. APPLICANT IS REQUIRED TO CONTACT CODE INSPECTIONS, INC. FOR ROUGH AND FINAL ACCESSIBILITY INSPECTIONS. ANY WORK WITHIN TOWNSHIP RIGHT OF WAY REQUIRES A HIGHWAY PERMIT FROM THE TOWNSHIP ENGINEER'S DEPARTMENT. SEPARATE ELECTRICAL, PLUMBING, SEWER CONNECTION, HVAC, FIRE PROTECTION (SPRINKLER AND FIRE ALARM) PERMITS AND INSPECTIONS ARE REQUIRED. FIRE ALARM AND SPRINKLERS ARE REQUIRED AS PER ABINGTON TOWNSHIP CODE. SEE ATTACHED LETTER DATED MAY 17, 2017. FIRE ALARM AND SPRINKLER PLANS AND PERMITS ARE REQUIRED TO BE SUBMITTED TO THE FIRE MARSHAL'S OFFICE FOR REVIEW AND APPROVAL. ONLY A MASTER PLUMBER REGISTERED WITH THE CODE ENFORCEMENT OFFICE OF THE TOWNSHIP OF ABINGTON IS PERMITTED TO APPLY FOR A PLUMBING PERMIT AND REQUEST PLUMBING INSPECTIONS. ALL OTHER CONTRACTORS AND SUB-CONTRACTORS ARE REQUIRED TO BE REGISTERED WITH THE CODE ENFORCEMENT OFFICE OF THE TOWNSHIP OF ABINGTON. SOIL EROSION CONTROLS MUST BE IN PLACE PRIOR TO THE START OF ANY EARTH MOVING WORK. ALL SOIL EROSION CONTROLS MUST BE MAINTAINED THROUGHOUT THE PROJECT. STORM WATER MUST BE CONTROLLED ON-SITE AND MAY NOT BE DISCHARGED OR DRAIN TO AN ADJOINING PROPERTY OR PUBLIC RIGHT OF WAY.

**Related Permits:** This permit expires 6 months after issue date if work is not commenced.  
**Code Official:**





# Township of Abington

Wayne C. Luker, *President*  
Steven N. Kline, *Vice President*  
Richard J. Manfredi, *Manager*  
Jay W. Blumenthal, *Treasurer*

## ABINGTON TOWNSHIP CERTIFICATE OF OCCUPANCY

Property Address: 2595 Rubicam Ave      Property Owner: Abington Township  
Abington, PA 19001      2595 Rubicam Ave  
Abington, PA 19001

Permit Applicant: L.J. Paoella Construction      Permit # PRB201701175  
278 Bridgewater Rd      PRP201701268  
Brookhaven, PA 19015      PRE201701229  
PRH201800649

Zoning District: 5      Unit      Lot: 0      Parcel #: 300060448002  
Block 117

Portion of building under construction: New 2620 SQ FT "Crestmont Clubhouse"

Building Officials:

|                |             |              |                       |
|----------------|-------------|--------------|-----------------------|
| Zoning:        | M. Penecale | Plan Review: | Code Inspections Inc. |
| Building:      | Jon Messina | Electric:    | J. Forkin             |
| Mechanical:    | Jon Messina | Plumbing:    | Jon Messina           |
| Accessibility: | B. Moss     |              |                       |

Final Inspection Date: 03/09/18      Code Edition 2009 IBC

Occupancy Classification: RC      Constr. Type: 5

Occupant load \*: Existing      Sprinkler? Yes  
Wood Truss? Roof Yes      Floor Yes

Additional Conditions: Additional Permits; PRFA201800524, PRFS201703491

\* Township zoning restrictions may reduce occupancy load allowance.

Building Code Official

Date: March 09, 2018

B. Heil  
Building Code Official, # 0296



**PUBLIC AFFAIRS COMMITTEE**

**AGENDA ITEM**

November 27, 2018

*DATE*

Parks and Recreation

*DEPARTMENT*

PA-02-121318

*AGENDA ITEM NUMBER*

**FISCAL IMPACT**

Cost > \$10,000.

Yes

No

**PUBLIC BID REQUIRED**

Cost > \$20,100

Yes

No

**AGENDA ITEM:**

Accept the bids from Jack & Jill Ice Cream Company for the Pool snack bars (Crestmont & Penbryn) for years 2019-2021

**EXECUTIVE SUMMARY:**

The pool snack bars out for competitive bid every three years to provide service to each pool facility.

Outsourcing the operation of the pool snack bars to provide food and beverage service to both pool locations. RFP's requests were posted on PennBid for two weeks.

It is not cost effective to run the snack bars in-house.

**PREVIOUS BOARD ACTIONS:**

Approval of previous contracts

**RECOMMENDED BOARD ACTION:**

Consider a motion to accept the lowest responsible bid from Jack & Jill Ice Cream Company for both Crestmont and Penbryn snack bars for a three year contract.

## **Analysis of running snack bars or contracting out**

To staff each snack bar would require at minimum 3-4 staff to run 7 days a week from minimum 11am-6pm at \$8.50/hour

7hrs/day @\$8.50 x 3people = \$178.50/day x 7days = **\$1,249.50/week** x 11weeks = \$13,744.5 (this is minimum amount each pool). These estimates do not account for the following:

Purchase all foods and beverages

Maintain cash and inventory

Responsible to county for licensing

All personnel tasks (hiring, scheduling, workman's comp, training, unemployment, etc...) associated with operation

Purchase/rent all equipment and clean/maintain

### **2018 amounts received:**

Crestmont: \$1,440.00

Penbryn: \$3,986.91

### **2017 amounts received:**

\$1,514.40

\$3,834.35

### **New contract:**

Penbryn: \$2,100 lump sum, 31% gross sales (to us)

Crestmont: \$1,950 lump, 26% gross sales (to us)

This is a three-year contract which can be terminated by either party with written notice.

**ARTICLE IV. DELAY AND TERMINATION.** In the event that the CONTRACTOR repeatedly delays or fails to perform the services as set forth in this Agreement, the OWNER shall after written notice to the CONTRACTOR and without prejudice to any other remedy that the OWNER may have, employ some other person or persons to perform the WORK and charge the CONTRACTOR for the cost to complete the WORK. OWNER shall retain any money due to CONTRACTOR under this Agreement to make payment of these costs.



**BID TABULATION**  
**Crestmont Pool Snack Bar**

**Bid Due Date: Tuesday, November 20, 2018 @ 3:00 PM**

**Bid Opening: Tuesday, November 20, 2018 @ 3:15 PM**

| COMPANY   | BID BOND | EXPERIENCE<br>RECORD | NON-<br>COLLUSION | AMOUNT   |
|---|----------|----------------------|-------------------|--|
| <b>Mid Atlantic Vending Corp</b><br>2241 Brighton St<br>Philadelphia, PA, 19149<br>Marwa Mohamed              | <b>X</b> | <b>X</b>             | <b>X</b>          | \$1,250.00 Lump Sum<br>Annual Payment<br><br>21% Percentage of All<br>Gross Receipts |
| <b>Jack &amp; Jill Ice Cream Co.</b><br>301 Byberry Rd. Apt. B 13<br>Philadelphia, PA 19116<br>Mokhtar Leheta | <b>X</b> | <b>X</b>             | <b>X</b>          | \$1,950.00 Lump Sum<br>Annual Payment<br><br>26% Percentage of All<br>Gross Receipts |
|   |          |                      |                   |  |
|   |          |                      |                   |  |
|   |          |                      |                   |  |
|   |          |                      |                   |  |
|   |          |                      |                   |  |

## CONTRACT

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of November 2018, by and between the TOWNSHIP OF ABINGTON, hereinafter known as the OWNER, Party of the First Part, and a CORPORATION known as Jack & Jill Ice Cream Co. organized and existing under the laws of the State of Pennsylvania PARTNERSHIP known as Mokhtar Leheta consisting of the following partners Mokhtar Leheta an INDIVIDUAL Mokhtar Leheta as Contractor whose address is 301 Byberry Rd. Apt. B 13, City of Philadelphia State of PA, hereinafter called the CONTRACTOR, Party of the Second Part.

WITNESSETH, that the parties heretofore and the consideration stated and intending to be legally bound, agree as follows

**ARTICLE I. SCOPE OF WORK.** The CONTRACTOR agrees to furnish all labor, superintendence, materials and equipment to perform all WORK necessary for or incidental to; and to perform all other obligations imposed by this CONTRACT for the complete WORK in connection with the Crestmont Concession Stand herein called for, all in strict accordance with the BIDDING DOCUMENTS, attached hereto all of which are made a part hereof.

**ARTICLE II. TIME OF COMPLETION.** The CONTRACTOR agrees that the WORK to be performed under this CONTRACT shall be diligently performed and completed as specified in the BIDDING DOCUMENTS.

**ARTICLE III. THE CONTRACT SUM.** The OWNER will pay and the CONTRACTOR will receive and accept in full performance of the CONTRACTOR'S obligations hereunder the lump sum set forth in the BID PROPOSAL, and in the manner as specified in the BIDDING DOCUMENTS.

**ARTICLE IV. DELAY AND TERMINATION.** In the event that the CONTRACTOR repeatedly delays or fails to perform the services as set forth in this Agreement, the OWNER shall after written notice to the CONTRACTOR and without prejudice to any other remedy that the OWNER may have, employ some other person or persons to perform the WORK and charge the CONTRACTOR for the cost to complete the WORK. OWNER shall retain any money due to CONTRACTOR under this Agreement to make payment of these costs.

**IN WITNESS WHEREOF,** the parties hereto have caused the signatures of their proper officers to be affixed thereto in triplicate, on the day and year first above written.

CONTRACTOR:

Attest:

\_\_\_\_\_  
Secretary

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

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

TOWNSHIP OF ABINGTON

Attest:

\_\_\_\_\_  
Richard J. Manfredi  
Township Manager & Secretary

By: \_\_\_\_\_  
Wayne C. Luker  
President, Board of Commissioners

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



**NONCOLLUSION AFFIDAVIT  
FOR THE TOWNSHIP OF ABINGTON  
CRESTMONT CONCESSION STAND**

COMMONWEALTH OF PENNSYLVANIA:  
:SS 176-72-6733  
COUNTY OF Montgomery \_\_\_\_\_:

I, \_\_\_\_\_, of \_\_\_\_\_  
(Name) (Name of Contractor)

in the County of Montgomery \_\_\_\_\_ and the State of \_\_\_\_\_ PA  
of full age, being duly sworn according to law on my oath depose and say that:

I am of the firm of Mokhtar Leheta \_\_\_\_\_, the bidder making the Proposal for the above project, and that I executed the said Proposal with full authority so to do; that said bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the Township of Abington relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project, the undersigned, on behalf of the bidder, has not been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction involving conspiracy or collusion with respect to bidding on any public contract within the last three years.

A person's affidavit stating that the person has been convicted or found liable for any act, prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract within the last three years, does not prohibit a governmental agency from accepting a bid from or awarding a contract to that person, but may be a ground for administrative suspension or debarment in the discretion of a governmental agency under the rules and regulations of that agency, or, in the case of a governmental agency with no administrative suspension or debarment regulations or procedures, may be a ground for consideration on the question whether such agency should decline to award a contract to that person on the basis of a lack of responsibility.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by Mokhtar Leheta \_\_\_\_\_.

(Name of Contractor)

\_\_\_\_\_  
(Signature and Title)

Attest:

\_\_\_\_\_  
(Print or Type Name and Title)

Sworn to and subscribed before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Notary Public  
My commission expires \_\_\_\_\_, 20\_\_.

**HOLD HARMLESS AGREEMENT**

KNOW ALL MEN BY THESE PRESENTS, that

Mokhtar Leheta  
(Contractor)

hereinafter called CONTRACTOR, has entered into a CONTRACT with the TOWNSHIP OF  
ABINGTON, hereinafter called the OWNER, dated \_\_\_\_\_

for CONTRACT Crestmont Pool Concession Stand

\_\_\_\_\_ (Title of Contract)

NOW, THEREFORE, in consideration of the award of said CONTRACT to the CONTRACTOR, as well as other good and valuable consideration, CONTRACTOR, intending to be legally bound hereby, agrees to indemnify, save harmless, and defend the TOWNSHIP OF ABINGTON, from and against all claims, damages, losses and expenses (including attorney's fees) arising out of or resulting from the per-formance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury or destruction of property (real or personal) including loss of use resulting therefrom and (b) is also caused in whole or in part by any act or omission of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed or con-trolled by any one of them. In any and all claims against OWNER or any of its agents or employees by any employee of the CONTRACTOR or any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any one or more of them may be liable, the indemnification obligation of the CONTRACTOR hereunder shall not be limited in any way by any limits on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any subcontractor under the Workmen's Compensation Act, or any disability benefit acts or any other employee benefit act of the Commonwealth of Pennsylvania or any other state.

**IN WITNESS WHEREOF**, the parties hereto have caused the signature of their proper officers to be affixed thereto in triplicate, on the day and year first above written.

CONTRACTOR:

\_\_\_\_\_

Attest:

\_\_\_\_\_

Secretary

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

President

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

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

TOWNSHIP OF ABINGTON

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

Wayne C. Luker, President  
Board of Commissioners

Attest: \_\_\_\_\_

Richard J. Manfredi  
Township Manager & Secretary



## CONTRACT

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of November 2018, by and between the TOWNSHIP OF ABINGTON, hereinafter known as the OWNER, Party of the First Part, and a CORPORATION known as \_\_Midlantic Vending Corp.\_\_ organized and existing under the laws of the State of Pennsylvania a PARTNERSHIP known as \_\_Marwa Mohamed \_\_\_\_\_ consisting of the following partners \_\_\_\_\_ Marwa Mohamed \_\_\_\_\_ an INDIVIDUAL Marwa Mohamed trading as \_\_\_\_\_ Contractor \_\_\_\_\_ whose address is 2241 Brighton St., 19149, City of Philadelphia State of PA, hereinafter called the CONTRACTOR, Party of the Second Part.

WITNESSETH, that the parties heretofore and the consideration stated and intending to be legally bound, agree as follows

**ARTICLE I. SCOPE OF WORK.** The CONTRACTOR agrees to furnish all labor, superintendence, materials and equipment to perform all WORK necessary for or incidental to; and to perform all other obligations imposed by this CONTRACT for the complete WORK in connection with the Crestmont Concession Stand herein called for, all in strict accordance with the BIDDING DOCUMENTS, attached hereto all of which are made a part hereof.

**ARTICLE II. TIME OF COMPLETION.** The CONTRACTOR agrees that the WORK to be performed under this CONTRACT shall be diligently performed and completed as specified in the BIDDING DOCUMENTS.

\_\_\_\_\_ **ARTICLE III. THE CONTRACT SUM.** The OWNER will pay and the CONTRACTOR will receive and accept in full performance of the CONTRACTOR'S obligations hereunder the lump sum set forth in the BID PROPOSAL, and in the manner as specified in the BIDDING DOCUMENTS.

**ARTICLE IV. DELAY AND TERMINATION.** In the event that the CONTRACTOR repeatedly delays or fails to perform the services as set forth in this Agreement, the OWNER shall after written notice to the CONTRACTOR and without prejudice to any other remedy that the OWNER may have, employ some other person or persons to perform the WORK and charge the CONTRACTOR for the cost to complete the WORK. OWNER shall retain any money due to CONTRACTOR under this Agreement to make payment of these costs.

**IN WITNESS WHEREOF,** the parties hereto have caused the signatures of their proper officers to be

affixed thereto in triplicate, on the day and year first above written.

CONTRACTOR:

Attest:

\_\_\_\_\_ By: \_\_\_\_\_  
Secretary President

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

TOWNSHIP OF ABINGTON

Attest:

\_\_\_\_\_ By: \_\_\_\_\_  
Richard J. Manfredi Wayne C. Luker, President  
Township Manager & Secretary Board of Commissioners

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

**HOLD HARMLESS AGREEMENT**

KNOW ALL MEN BY THESE PRESENTS, that

\_\_\_\_\_  
(Contractor)

hereinafter called CONTRACTOR, has entered into a CONTRACT with the TOWNSHIP OF ABINGTON, hereinafter called the OWNER, dated \_\_\_\_\_

for CONTRACT Crestmont Pool Concession Stand

\_\_\_\_\_  
(Title of Contract)

NOW, THEREFORE, in consideration of the award of said CONTRACT to the CONTRACTOR, as well as other good and valuable consideration, CONTRACTOR, intending to be legally bound hereby, agrees to indemnify, save harmless, and defend the TOWNSHIP OF ABINGTON, from and against all claims, damages, losses and expenses (including attorney's fees) arising out of or resulting from the per-formance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury or destruction of property (real or personal) including loss of use resulting therefrom and (b) is also caused in whole or in part by any act or omission of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed or con-trolled by any one of them. In any and all claims against OWNER or any of its agents or employees by any employee of the CONTRACTOR or any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any one or more of them may be liable, the indemnification obligation of the CONTRACTOR hereunder shall not be limited in any way by any limits on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any subcontractor under the Workmen's Compensation Act, or any disability benefit acts or any other employee benefit act of the Commonwealth of Pennsylvania or any other state.



IN WITNESS WHEREOF, the parties hereto have caused the signature of their proper officers to be affixed thereto in triplicate, on the day and year first above written.

CONTRACTOR:

\_\_\_\_\_

Attest:

\_\_\_\_\_  
Secretary By: \_\_\_\_\_  
President

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

TOWNSHIP OF ABINGTON

Attest:

\_\_\_\_\_  
Richard J. Manfredi By: \_\_\_\_\_  
Township Manager & Secretary Wayne C. Luker, President  
Board of Commissioners

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

**NONCOLLUSION AFFIDAVIT  
FOR THE TOWNSHIP OF ABINGTON  
CRESTMONT CONCESSION STAND**

COMMONWEALTH OF PENNSYLVANIA:

:SS 170-82-3274

COUNTY OF Montgomery \_\_\_\_\_:

I, \_\_\_\_\_, of \_\_\_\_\_  
(Name) (Name of Contractor)

in the County of Montgomery and the State of PA of full age, being duly sworn according to law on my oath depose and say that:

I am of the firm of \_\_\_\_\_, the bidder making the Proposal for the above project, and that I executed the said Proposal with full authority so to do; that said bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the Township of Abington relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project, the undersigned, on behalf of the bidder, has not been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction involving conspiracy or collusion with respect to bidding on any public contract within the last three years.

A person's affidavit stating that the person has been convicted or found liable for any act, prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract within the last three years, does not prohibit a governmental agency from accepting a bid from or awarding a contract to that person, but may be a ground for administrative suspension or debarment in the discretion of a governmental agency under the rules and regulations of that agency, or, in the case of a governmental agency with no administrative suspension or debarment regulations or procedures, may be a ground for consideration on the question whether such agency should decline to award a contract to that person on the basis of a lack of responsibility.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained

by \_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Signature and Title)

Attest:

\_\_\_\_\_  
(Print or Type Name and Title)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Notary Public

My Commission expires \_\_\_\_\_ 20\_\_

## PROPOSAL

### CRESTMONT CONCESSION STAND

The undersigned submits a proposal to operate the **CRESTMONT CONCESSION STAND**, and proposes to pay the following fees for the privilege and use of the said premises.

1. \$1,950.00 Lump Sum Annual Payment; and
2. 26% Percentage of All Gross Receipts Derived from the Operation

This proposal is submitted with the knowledge that the Bureau of Parks and Recreation reserves the right to reject any and/or all offers submitted, or to make any counter offer which may be considered reasonable or desirable.

If selected, I/We agree to sign a contract with the Township of Abington for the operation of the stated concession stand. Upon execution of the contract, I/We also agree to provide a security deposit check in the amount of One Hundred Dollars (\$100.00), guaranteeing performance of the terms and provisions for the length of the contract.

The undersigned certifies that the proposal documents contained within have been carefully examined and the leased premises and all property connected therewith have been inspected.

The following documents are attached to and made a condition of this proposal:

1. One hundred Dollar (\$100.00) certified check, which may be used as the security deposit if I/We become the successful bidder.



2. Required Experience Record with supporting data.

3. Required Noncollusion Affidavit



IF BIDDER IS:

**An Individual:**

By: \_\_\_\_\_ (SEAL)  
(Individual's Name)

doing business as \_\_\_\_\_

Business address: \_\_\_\_\_

\_\_\_\_\_

Phone No \_\_\_\_\_ Date: \_\_\_\_\_

**A Partnership:**

By: \_\_\_\_\_ (SEAL)  
(Firm Name)

\_\_\_\_\_ (General Partner)

Business address: \_\_\_\_\_

**A Corporation:**

By: Jack & Jill Ice Cream Company (SEAL)  
(Corporation Name)

\_\_\_\_\_

Pennsylvania  
(State of Incorporation)

By: \_\_\_\_\_  
(Name of person authorized to sign)

Contractor  
(Title)

(Corporate Seal)

Attest: \_\_\_\_\_  
(Secretary)

Business address: \_\_\_\_\_

Phone No: \_\_\_\_\_ Date: \_\_\_\_\_

**A Joint Venture**

By: \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

Phone No: \_\_\_\_\_ Date: \_\_\_\_\_

By: \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

Phone No: \_\_\_\_\_ Date: \_\_\_\_\_

(Each Joint Venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

\*\*\*\*\*  
\*\*\*\*\*





## EXPERIENCE RECORD

Complete the following experience record and attach same to the PROPOSAL covering work performed during the past five (5) years.

| <u>Name of Project</u>   | <u>Date Started</u> | <u>Date Finished</u> | <u>Amount of Contract</u> |
|--------------------------|---------------------|----------------------|---------------------------|
| Crestmont Pool Snack Bar | 06/2018             | 09/2018              | \$1,440                   |
| Crestmont Pool Snack Bar | 06/2017             | 09/2017              | \$1,514.40                |
| Crestmont Pool Snack Bar | 06/2016             | 09/2016              | \$1,464                   |
| Crestmont Pool Snack Bar | 06/2015             | 09/2015              | \$1,500                   |
| Crestmont Pool Snack Bar | 06/2014             | 09/2014              | \$1,320                   |
|                          |                     |                      |                           |

(I am) presently working on the following projects:

Jack & Jill Ice Cream Company

Have you ever defaulted on a project? Yes \_\_\_\_\_ No No

If yes, give name of owner, name of Bonding Company, and circumstances:

\_\_\_\_\_  
Mokhtar Leheta  
CONTRACTOR

Date: November 17, 2018

By: Mokhtar Leheta

**NOTE:** This Experience Record must be submitted with the Proposal, and failure to submit will be considered justification for rejection of the Bidder's Proposal.

## CONTRACT

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_  
2018\_\_, by and between the TOWNSHIP OF ABINGTON, hereinafter known as the OWNER, Party of the First Part, and a CORPORATION known as Jack & Jill Ice Cream Company organized and existing under the laws of the State of Pennsylvania a PARTNERSHIP known as Mokhtar Leheta consisting of the following partners  
an INDIVIDUAL Mokhtar Leheta \_\_\_\_\_ trading as Contractor  
whose address is 301 Byberry Rd. APT. B 13, City of Philadelphia State of Pennsylvania  
hereinafter called the CONTRACTOR, Party of the Second Part.

WITNESSETH, that the parties heretofore and the consideration stated and intending to be legally bound, agree as follows

**ARTICLE I. SCOPE OF WORK.** The CONTRACTOR agrees to furnish all labor, superintendence, materials and equipment to perform all WORK necessary for or incidental to; and to perform all other obligations imposed by this CONTRACT for the complete WORK in connection with the Penbryn Concession Stand herein called for, all in strict accordance with the BIDDING DOCUMENTS, attached hereto all of which are made a part hereof.

**ARTICLE II. TIME OF COMPLETION.** The CONTRACTOR agrees that the WORK to be performed under this CONTRACT shall be diligently performed and completed as specified in the BIDDING DOCUMENTS.

**ARTICLE III. THE CONTRACT SUM.** The OWNER will pay and the CONTRACTOR will receive and accept in full performance of the CONTRACTOR'S obligations hereunder the lump sum set forth in the BID PROPOSAL, and in the manner as specified in the BIDDING DOCUMENTS.

**ARTICLE IV. DELAY AND TERMINATION.** In the event that the CONTRACTOR repeatedly delays or fails to perform the services as set forth in this Agreement, the OWNER shall after written notice to the CONTRACTOR and without prejudice to any other remedy that the OWNER may have, employ some other person or persons to perform the WORK and charge the CONTRACTOR for the cost to complete the WORK. OWNER shall retain any money due to CONTRACTOR under this Agreement to make payment of these costs.

IN WITNESS WHEREOF, the parties hereto have caused the signatures of their proper officers to be affixed

thereto in triplicate, on the day and year first above written.

CONTRACTOR:

Attest:

\_\_\_\_\_ By: \_\_\_\_\_  
Secretary President

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

TOWNSHIP OF ABINGTON

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

Wayne C. Luker, President  
Board of Commissioners

Attest: \_\_\_\_\_

Richard J. Manfredi  
Township Manager & Secretary



**NONCOLLUSION AFFIDAVIT  
FOR THE TOWNSHIP OF ABINGTON  
PENBRYN CONCESSION STAND**

COMMONWEALTH OF PENNSYLVANIA:

176-72-6733 :SS

COUNTY OF Montgomery \_\_\_\_\_:

I, Mokhtar Leheta \_\_\_\_\_, of Mokhtar Leheta \_\_\_\_\_  
(Name) (Name of Contractor)

in the County of Montgomery \_\_\_\_\_ and the State of PA  
of full age, being duly sworn according to law on my oath depose and say that:

I am of the firm of Mokhtar Leheta \_\_\_\_\_, the bidder making the Proposal for the above project, and that I executed the said Proposal with full authority so to do; that said bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the Township of Abington relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project, the undersigned, on behalf of the bidder, has not been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction involving conspiracy or collusion with respect to bidding on any public contract within the last three years.

A person's affidavit stating that the person has been convicted or found liable for any act, prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract within the last three years, does not prohibit a governmental agency from accepting a bid from or awarding a contract to that person, but may be a ground for administrative suspension or debarment in the discretion of a governmental agency under the rules and regulations of that agency, or, in the case of a governmental agency with no administrative suspension or debarment regulations or procedures, may be a ground for consideration on the question whether such agency should decline to award a contract to that person on the basis of a lack of responsibility.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by Mokhtar Leheta \_\_\_\_\_

(Name of Contractor)

\_\_\_\_\_  
(Signature and Title)

Attest:

\_\_\_\_\_  
(Print or Type Name and Title)

Sworn to and subscribed before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Notary Public  
My commission expires \_\_\_\_\_, 20\_\_.

**HOLD HARMLESS AGREEMENT**

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_

Mokhtar Leheta  
\_\_\_\_\_  
(Contractor)

hereinafter called CONTRACTOR, has entered into a CONTRACT with the TOWNSHIP OF ABINGTON, hereinafter called the OWNER, dated \_\_\_\_\_ for CONTRACT

Penbryn Pool Concession Stand (Title of Contract)

NOW, THEREFORE, in consideration of the award of said CONTRACT to the CONTRACTOR, as well as other good and valuable consideration, CONTRACTOR, intending to be legally bound hereby, agrees to indemnify, save harmless, and defend the TOWNSHIP OF ABINGTON, from and against all claims, damages, losses and expenses (including attorney's fees) arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury or destruction of property (real or personal) including loss of use resulting therefrom and (b) is also caused in whole or in part by any act or omission of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed or controlled by any one of them. In any and all claims against OWNER or any of its agents or employees by any employee of the CONTRACTOR or any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any one or more of them may be liable, the indemnification obligation of the CONTRACTOR hereunder shall not be limited in any way by any limits on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any subcontractor under the Workmen's Compensation Act, or any disability benefit acts or any other

employee benefit act of the Commonwealth of Pennsylvania or any other state.

**IN WITNESS WHEREOF**, the parties hereto have caused the signature of their proper officers to be affixed thereto in triplicate, on the day and year first above written.

**CONTRACTOR:**

Attest: \_\_\_\_\_ By: \_\_\_\_\_  
Secretary President

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

**TOWNSHIP OF ABINGTON**

Attest: \_\_\_\_\_ By: \_\_\_\_\_  
Richard J. Manfredi Wayne C. Luker, President  
Township Manager & Secretary Board of Commissioners



## PROPOSAL

### PENBRYN CONCESSION STAND

The undersigned submits a proposal to operate the **PENBRYN CONCESSION STAND**, and proposes to pay the following fees for the privilege and use of the said premises.

1. \_\_\_\_\_ \$2,100.00 \_\_\_\_\_ Lump Sum Annual Payment; and
2. \_\_\_\_\_ 31% \_\_\_\_\_ Percentage of All Gross Receipts Derived from the Operation

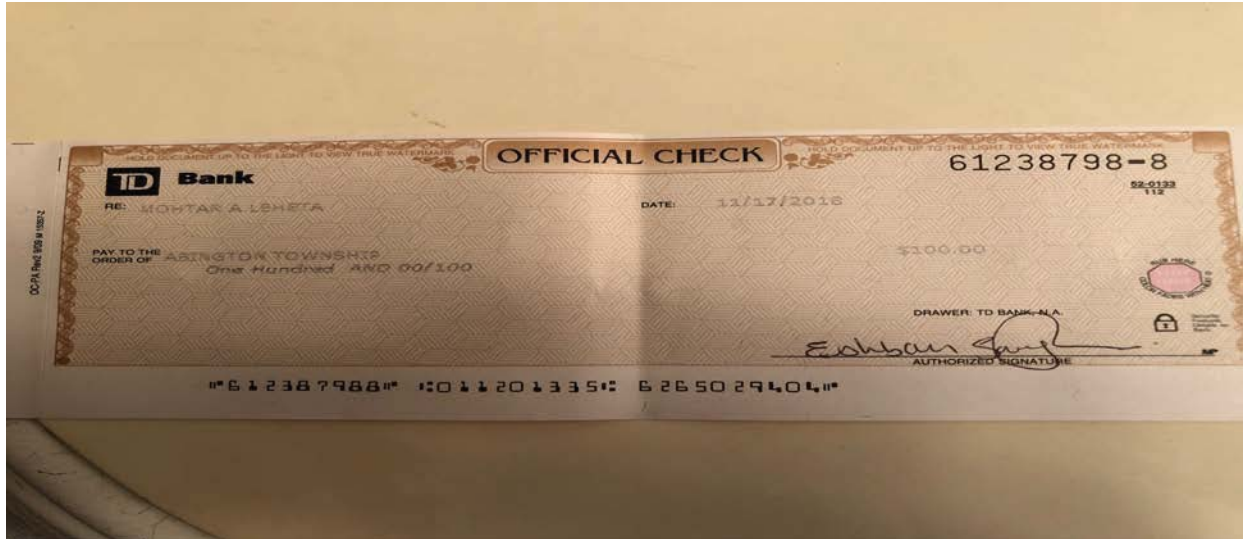
This proposal is submitted with the knowledge that the Bureau of Parks and Recreation reserves the right to reject any and/or all offers submitted, or to make any counter offer which may be considered reasonable or desirable.

If selected, I/We agree to sign a contract with the Township of Abington for the operation of the stated concession stand. Upon execution of the contract, I/We also agree to provide a security deposit check in the amount of One Hundred Dollars (\$100.00), guaranteeing performance of the terms and provisions for the length of the contract.

The undersigned certifies that the proposal documents contained within have been carefully examined and the leased premises and all property connected therewith have been inspected.

The following documents are attached to and made a condition of this proposal:

1. One hundred Dollar (\$100.00) certified check, which may be used as the security deposit if I/We become the successful bidder.
2. Required Experience Record with supporting data.
3. Required Noncollusion Affidavit



IF BIDDER IS:

**An Individual:**

By: \_\_\_\_\_ (SEAL)  
(Individual's Name)

doing business as \_\_\_\_\_

Business address: \_\_\_\_\_  
\_\_\_\_\_

Phone No: \_\_\_\_\_ Date: \_\_\_\_\_

**A Partnership:**

By: \_\_\_\_\_ (SEAL)  
(Firm Name)

\_\_\_\_\_  
(General Partner)

Business address: \_\_\_\_\_

**A Corporation:**

By: Jack & Jill Ice Cream Company (SEAL)  
(Corporation Name)

\_\_\_\_\_  
Pennsylvania

\_\_\_\_\_  
(State of Incorporation)

By: Mokhtar Leheta  
(Name of person authorized to sign)

\_\_\_\_\_  
Contractor  
(Title)

(Corporate Seal)

Attest: \_\_\_\_\_  
(Secretary)

Business address: \_\_\_\_\_

\_\_\_\_\_  
Phone No: \_\_\_\_\_ Date: \_\_\_\_\_

**A Joint Venture**

By: \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

Phone No: \_\_\_\_\_ Date: \_\_\_\_\_

By: \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
Phone No: \_\_\_\_\_ Date: \_\_\_\_\_

(Each Joint Venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)