

# Warrington



# Township

852 EASTON ROAD, WARRINGTON, PA 18976  
215-343-9350 ■ FAX 215-343-5944  
[www.warringtontownship.org](http://www.warringtontownship.org)

BOARD OF SUPERVISORS  
GERALD B. ANDERSON, Chairperson  
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MATTHEW W. HALLOWELL, SR., Member  
SHIRLEY A. YANNICH, Member

TOWNSHIP MANAGER  
TIMOTHY J. TIEPERMAN

January 24, 2012

## MANAGERS REPORT

### Consent Items

- a. Pool Management Company Agreement (Mary Barness Swim Club)
- b. Lower Level Change Order.

# CONSENT ITEM "A"





**Warrington Swim Club**  
**June 16, 2012-September 3, 2012**  
**Sample Schedule 2011**

| Friday<br>12 pm - 8 pm        | Saturday<br>12 pm - 8 pm      | Sunday<br>12 pm - 8 pm        | Monday<br>12 pm - 8 pm        | Tuesday<br>12 pm - 8 pm       | Wednesday<br>12 pm - 8 pm     | Thursday<br>12 pm - 8 pm      |
|-------------------------------|-------------------------------|-------------------------------|-------------------------------|-------------------------------|-------------------------------|-------------------------------|
| Mgr/Asst<br>11:30 am - 8 pm   | Mgr/Asst<br>11:30 am - 8 pm   | Mgr/Asst<br>11:30 am - 8 pm   | Mgr/Asst<br>11:30 am - 8 pm   | Mgr/Asst<br>11:30 am - 8 pm   | Mgr/Asst<br>11:30 am - 8 pm   | Mgr/Asst<br>11:30 am - 8 pm   |
| Guard 1<br>11:30 am - 8 pm    | Guard 1<br>11:30 am - 8 pm    | Guard 1<br>11:30 am - 8 pm    | Guard 1<br>11:30 am - 8 pm    | Guard 1<br>11:30 am - 8 pm    | Guard 1<br>11:30 am - 8 pm    | Guard 1<br>11:30 am - 8 pm    |
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| Guard 7<br>11:30 am - 8 pm    | Guard 7<br>11:30 am - 8 pm    | Guard 7<br>11:30 am - 8 pm    | Guard 7<br>11:30 am - 8 pm    | Guard 7<br>11:30 am - 8 pm    | Guard 7<br>11:30 am - 8 pm    | Guard 7<br>11:30 am - 8 pm    |
| Gate Guard<br>11:30 am - 8 pm | Gate Guard<br>11:30 am - 8 pm | Gate Guard<br>11:30 am - 8 pm | Gate Guard<br>11:30 am - 8 pm | Gate Guard<br>11:30 am - 8 pm | Gate Guard<br>11:30 am - 8 pm | Gate Guard<br>11:30 am - 8 pm |

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NOW THEREFORE, in consideration of the promises and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

## **PART 2 – SUMMERIZATION**

CONTRACTOR will render the swimming pool operational by completing the following services:

- A. Schedule and perform for opening Health Department swimming pool inspections. Contractor shall apply for all necessary Health Department permits upon owners request. The owner shall be responsible for all permit fees including a processing fee.
- B. Remove swimming pool cover and store on property (if applicable).
- C. Reclamation of pool water will be attempted as primary opening procedure, drain and acid cleaning the pool (if necessary) will be performed for an additional fee of \$450 per swimming pool with the exception of wading pools.
- D. Check inventory supplies.
- E. Reassemble existing filter plant and operate system, upon pool fill.
- F. Cooperate with any contractors in preparing pool for operation.

## **PART 3 - MAINTENANCE OF POOL**

A general cleaning will be performed prior to opening the pool each day. CONTRACTOR will be responsible for the following:

- A. Maintaining water purity, in conformance with the local Health Department regulations.
- B. Operating pool in accordance with rules established by governing Health Departments recognized safety rules. Contractor reserves the right to prohibit admittance of children under the age of 14 unless accompanied by a responsible adult. All adults and legal guardians utilizing the facility will agree to adhere to CONTRACTORS swimming pool rules included as "Addendum 1" of this agreement.
- C. CONTRACTOR will not be responsible for gate control and wading pool safety unless owner authorizes CONTRACTOR to provide additional personnel specifically for these duties.
- D. CONTRACTOR will perform other cleaning functions as necessary to maintain the pool.
  - 1. Vacuum pool
  - 2. Brush pool
  - 3. Clean skimmer baskets
  - 4. Clean waterline tile
  - 5. Backwash filtration system
  - 6. Remove facility trash to owner's onsite facility
  - 7. Fill water to proper level
  - 8. Inspect filtration equipment to ensure proper operation
  - 9. Test and adjust pool water chemistry

## **PART 4 – PERSONNEL**

- A. All personnel employed by CONTRACTOR for work under this agreement shall be employed solely by and will be employees of CONTRACTOR and CONTRACTOR will be responsible for paying these employees and shall pay all taxes and costs incident to the work of the employees.
- B. All lifeguards employed by CONTRACTOR shall have proper Red Cross or other state sanctioned certification. CONTRACTOR shall have the sole discretion as to the hours and days of work of employees.
- C. OWNER and CONTRACTOR have based the personnel required to safely manage the site upon the anticipated peak bather load as notated in Part 1, If peak bather load is exceeded owner will be notified and required to increase personnel.
- D. Staff schedules may be adjusted to suit the particular needs of the OWNER. Additional hours or days may be added at the Owner's request for an additional fee with prior written approval by CONTRACTOR. Additional guard hours needed within the operating times of the contract as specified in Part 1 will be calculated at \$22.95 per hour. Pool party staff will also be calculated at the rate of \$24.95 per hour and a \$35 processing fee.
- E. Pool will not be opened on any day that public school is in session during the contract term, unless specifically addressed on page one of this contract.
- F. Lifeguards will be entitled to ½ hour lunch break for every shift five hours or longer. No swimming will be allowed in single guard facilities at that time.

## **PART 5 - CLIENT CARE / SUPERVISION**

CONTRACTOR agrees to conduct site visits and will present documentation to advise OWNER of the general pool operation. CONTRACTOR agrees to meet with the OWNER representative periodically to discuss pool operation and related issues.

## **PART 6 - WINTERIZATION OF POOL**

CONTRACTOR will perform the following services necessary to close and winterize the pool:

- A. Backwash and drain filters
- B. Drain pool to proper level. Contractor will not be responsible for maintaining the water level after winterization.
- C. Drain all pumps, hair / lint strainers that require draining.
- D. Fill all bathroom fixtures with antifreeze if requested in writing by owner (additional charges will apply).
- E. Drain all pool circulating and vacuum lines that require draining and are so constructed that they can be drained.
- F. Store all first aid, emergency, maintenance, and test equipment in filter room.
- G. Secure and store automatic chemical feeder if applicable.
- H. Drain and store hoses, rails, and ladders.
- I. Secure pool cover to existing grommet system.

- J. Notify OWNER/AGENT on completion of pool closing and provide written report.
- K. Submit list of repair recommendations for the following season.
- L. Upon completion of winterization, CONTRACTOR assumes no responsibility for freeze damage, damage to water meters or damage or loss of any equipment or supplies.

OWNER shall be responsible for winterizing all other areas. Owner shall be responsible for informing contractor of all isolated or concealed drain valves.

## PART 7 - CHEMICALS AND SUPPLIES

CONTRACTOR will supply chlorine, muriatic acid and soda ash. Testing reagents and balancing chemicals will be supplied and installed as needed at an additional cost. Supplies such as soap, brushes, toilet paper, first aid items, and other expendable items needed for the operation of the pool shall be the sole responsibility of the OWNER.

## PART 8 -- OWNER'S RESPONSIBILITIES

- A. Owner will be responsible for filing all permits and associated fees. Scheduling and performing the annual visual electrical inspections as well as securing necessary bonding and grounding certifications will be the sole responsibility of the owner (Applicable in NJ and PA only)
- B. Provide CONTRACTOR with three (3) sets of keys to the pool enclosure and facilities.
- C. Complete all needed repairs inside pool enclosure, such as plumbing, decking, fencing, locking mechanisms, caulking, area lights, depth markings, etc. CONTRACTOR does NOT include any maintenance of the perimeter barrier of the pool (i.e. fences) and any or all locking mechanisms of the barrier.
- D. Maintain the perimeter barrier of the pool fence or any and all locking mechanisms of the swimming pool area or enclosure.
- E. If OWNER provides pool furniture (chairs, lounges and umbrella bases) umbrellas and tables it will be of good working condition. CONTRACTOR will not be responsible for any damages to pool furniture and umbrellas or liable for injury to patrons caused by pool furniture or umbrellas.
- F. The OWNER shall insure that the swimming pool facility complies with all building codes and the Local Health Regulations in effect. The OWNER shall provide, in good working condition, all necessary equipment for the safe operation of the facility, including but not limited to rescue tubes, backboard with straps, head immobilizer, deep water divider ropes, elevated guard station(s) and lifeguard umbrella for each guard station. CONTRACTOR reserves the right to supply these items and invoice OWNER.
- G. Have telephone (tone, hard wired, push button) prior to official opening date available to the guards at all times. Where pre-opening Health Department inspections are conducted a turn on date of April 15<sup>th</sup> is required.
- H. Provide long distance, 900 service, toll and internet blocks to prevent additional charges on any non-payphone. CONTRACTOR is not responsible for any charges incurred on OWNER phones.
- I. Provide CONTRACTOR and CONTRACTOR's employees with free parking to service the facility.
- J. Provide all utilities; water, electricity and gas (if needed) for the operation of the pool.
- K. Provide CONTRACTOR with a copy of OWNERS approved pool rules for the community.
- L. Provide CONTRACTOR a safe working environment.
- M. The OWNER shall provide, free of charge, adequate and conveniently located storage space for cleaning materials and equipment of CONTRACTOR and shall be responsible to CONTRACTOR for the security of such place.

## PART 9 - INSURANCE

- A. CONTRACTOR currently maintains at its sole cost Comprehensive General Liability, covering the legal liability for bodily injuries and property damages, for a combined limit of Two Million Dollars (\$2,000,000) per occurrence (with "umbrella" coverage in an amount not less than Ten Million Dollars (\$10,000,000) per occurrence and aggregate and covering at least the following hazards; (a) Contractor's Premises and Operations; (b) Contractor's Protective for its legal liability in connection with sub-contractor's operations; and (c) Contractual. The total insurance coverage provided is **Twelve Million Dollars (\$12,000,000)**. In the event the Contractors coverage falls below Five Million Dollars (\$5,000,000) combined liability and umbrella, owner will be notified.
- B. Employers Liability Insurance, covering all employees of the Contractor, with a liability limit of at least Five Hundred thousand \$500,000 each accident for bodily injury, Five Hundred thousand (\$500,000) each employee for bodily injury by disease and Five Hundred thousand (\$500,000) policy limit for bodily injury by disease.
- C. Workers Compensation Insurance as required by state statute, covering all employees of the Contractor.
- D. Comprehensive Automobile Liability insurance, covering bodily injuries in limits of not less than Five Hundred Thousand Dollars (\$500,000) per person and One Million Dollars (\$1,000,000) per accident and for property damage of not less than One Hundred Thousand Dollars (\$100,000) per accident, providing coverage for any accident arising out of or resulting from the operation, maintenance or use by the Contractor on the Property of any owned, non-owned or hired automobiles, trailers or other vehicular equipment to be licensed.
- E. Owner will maintain general liability insurance policy evidencing property damage, bodily injury, products & completed operations, contractual liability and personal injury coverage for the subject premises, including the pool area in amounts and coverage equal or greater than the CONTRACTOR'S, and expressly covering contractual liabilities created by Paragraph G of this section. OWNER will provide to Contractor a certificate of insurance evidencing the coverage naming Contractor as additional insured. OWNER expressly waives all rights of subrogation against CONTRACTOR for damages caused by perils to the extent covered by insurance obtained or required to be obtained pursuant to this Agreement, or any insurance coverage applicable to the premises which is the subject of this Agreement. The policies of insurance required to be carried by OWNER shall include an express waiver of subrogation by endorsement or policy language.

- F. The waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly and whether or not the person or entity has an insurable interest in the property damaged.
- G. OWNER agrees to inform CONTRACTOR of any activities conducted at the pool during hours not listed in the General Specifications per Part 1 and organized activities during hours specified in Part 1 (i.e. pool parties, camps). The OWNER shall be liable for insurance coverage during such activities. OWNER agrees to and does hereby indemnify CONTRACTOR and save it harmless and shall defend it from and against any and all claims, damages, liability and judgments in connection with personal injury and/or damage to property arising from or out of maintenance, operation or use by the OWNER and/or its agents, servants, employees, invitees, and licensees 1) outside of the hours listed in the General Specifications, 2) during any organized activities, and 3) brought forth by other contractors and/or trespassers.

**PART 10 - ADDITIONAL PROVISIONS**

- A. All repairs needed to render the pool in operational condition will be made by the OWNER at their expense. CONTRACTOR, if requested by the OWNER, may perform, arrange for, or supervise the work at an agreed upon fee.
- B. REPAIRS, BILLS, AND INVOICES: OWNER shall pay all repair bills and invoices submitted to OWNER by CONTRACTOR within 15 days of receipt. This covenant is an independent covenant of this contract. All materials supplied by CONTRACTOR remain the property of CONTRACTOR until materials are paid in full.
- C. All applicable taxes (i.e. Federal, State) for any equipment, labor, chemicals, or any other sales are not included in the prices represented by CONTRACTOR and shall be applied as an extra amount to all invoices.
- D. If OWNER requires vendor to register with a company in order to receive payment for their services (ie, a Compliance Depot) Owner will reimburse VENDOR the cost of the fee plus a \$95 processing fee.
- E. OWNER agrees not to hire or contract with CONTRACTOR'S current or past employees to work at, service, or be connected in any way with the pool for a period of two years from the date that the contract terminates, or two years from the date of termination of the CONTRACTOR'S employees. In the event that the OWNER breaches the agreement prior, the OWNER agrees to pay CONTRACTOR, a placement fee equal to 30% of the total contract price herein.
- F. Any increases in federal or state minimum wage subsequent to the submission of this contract will be passed onto the OWNER at an amount calculated at 100% of the minimum wage increase multiplied by the number of hours for season that the pool will be open per Part 1.
- G. In the event that OWNER shall become bankrupt, insolvent, or shall make a voluntary assignment for the benefit of creditors, CONTRACTOR, at its option, may terminate this agreement immediately.
- H. OWNER hereby agrees to contract with CONTRACTOR to manage and operate the pool site during the term of this Agreement. If OWNER is not the actual owner of the pool site, but rather a management company or person acting as the agent of the owner of the property, OWNER hereby declares and affirms that it is acting within the scope of its authority in entering into and executing this Agreement.
- I. OWNER hereby agrees that CONTRACTOR is utilizing OWNER property and CONTRACTOR will not be held liable for damage that is caused based on OWNER equipment failure.
- J. This Agreement may not be amended or modified except by written instrument executed by the parties.
- K. It is agreed and understood that in the event any sums of money which are due to CONTRACTOR under and by virtue of this agreement are not paid in full by OWNER within thirty (30) days subsequent to the receipt of an invoice for the same, said sum shall bear interest at the rate of 1.5% per month. This provision shall be applicable in addition to any rights and remedies, which CONTRACTOR may have under any other provisions of this agreement.
- L. This Agreement shall be governed and construed in accordance with the laws of the State where CONTRACTOR is domiciled.
- M. Should the pool not open by 4:00 PM due to inclement weather, the pool will be closed for the remainder of the day.
- N. Should the pools operating hour schedule per PART 1 have the pool closed on any day that is a holiday than the pool will remain open for the holiday and close the following day.
- O. CONTRACTOR cannot be held liable for any hydrostatic conditions that cause damage to the pool structure and surrounding area.
- P. Additional chemicals consumed over contractors anticipated normal usage due to pool leakage will be billed at OWNER'S expense.
- Q. Restrictive endorsements or other statements on checks accepted by CONTRACTOR will not apply and in no way alter this contract.

**PART 11 - CLOSURES**

CONTRACTOR reserves the right to close the pool in an emergency situation, inclement weather, breakdown of equipment, inadequate security for the protection of the lifeguards at the facility, violation of local or state ordinance, or any other condition or circumstances which, in the judgment of CONTRACTOR, endangers the health or safety of the lifeguards or patrons and this shall not constitute a breach by CONTRACTOR. If the emergency event causes the pool facility to be closed for more than seven (7) consecutive days and such event was not caused by any act or omission of the OWNER, its agents, servants, contractors or employees, then CONTRACTOR shall refund to the OWNER the variable costs of the contract that are defined as fifty percent (50%) of CONTRACTOR'S actual daily operating cost beginning pro rata from the 8<sup>th</sup> day until the pool is reopened, or the end of the term of the Agreement, whichever occurs earlier.

**PART 12 - DEFAULT**

In the event that OWNER fails to make any of the payments required hereunder or fails to comply with any of the terms of this Agreement, the OWNER shall be in default and CONTRACTOR, at its sole option, shall have the right (i) to declare this Agreement "terminated" and immediately cease to provide any and all services, supplies and personnel to OWNER at the pool site or elsewhere, and (ii) avail itself of any and all remedies, both legal and equitable, it may be entitled to at the time of default, to specifically include but not be limited to the damages set forth below in liquidated damages.

In the event that OWNER considers CONTRACTOR to have breached any provision of this Agreement or failed to perform or unsatisfactorily performed any obligation under this Agreement, OWNER shall have the right to terminate the services provided hereunder,

provided: (1) a certified written complaint is made promptly to CONTRACTOR stating the precise nature of the deficiencies in performance and/or quality of service; (2) CONTRACTOR has not corrected the deficiencies within ten (10) days from the date written notification is received; and (3) OWNER has complied in all material respects with its obligations under this agreement. Unless OWNER complies with Agreement, OWNER shall not be entitled to set off, reduce, offset or claim consequential damages or any other deduction whatsoever, for nonperformance of this agreement.

### **PART 13 - LIQUIDATED DAMAGES**

In the event of termination of performance by CONTRACTOR under the terms of this Agreement for nonpayment of any sum due hereunder by OWNER, it is expressly agreed and understood that CONTRACTOR shall be entitled to retain all sums of money previously received from the OWNER, and shall be entitled to collect all sums of money due including reasonable attorney's fees under the terms of the contract. The charges for any chemicals, supplies or labor that is outstanding are also due at the time of termination. In the event of a breach of this Agreement by OWNER prior to CONTRACTOR commencing summerization as defined in Part 2, CONTRACTOR shall be entitled to 20% of the total contract price as liquidated damages.

### **PART 14 - BINDING EFFECT**

The terms and provisions of this Agreement shall be binding on the OWNER, its successors and/or heirs and to the benefit of CONTRACTOR and its successors and assigns. OWNER shall not have the right to assign, pledge or encumber in any way any part of its interest in this Agreement without the prior written consent of CONTRACTOR. CONTRACTOR, however, shall have the right to assign any and all rights, services and obligations under this Agreement. If OWNER has provided CONTRACTOR documents as addendum to this agreement, should any term or provision of one document conflict with a term or provision of the other, the terms or provision contained in the American Pool contract shall control.

### **PART 15 - EXTENSION OF SERVICE**

CONTRACTOR shall, if requested by the OWNER, for an agreed upon non refundable or cancelable fee, operate the pool prior to or beyond the Dates specified in Part 1, provided the owner gives CONTRACTOR a minimum of two (2) week's notice. The cost associated will be separately negotiated

### **PART 16 - MISCELLANEOUS**

This contract embodies the entire understanding between the parties, and there are no other agreements, representations or warranties in connection therewith. IN WITNESS HEREOF, the parties hereto have signed this contract by their duly authorized representative and/or agents who represent that they have the express authority to enter this agreement in behalf of each party.

**OWNER acknowledges that it owns and/or operates the pool facility and has legal capacity and authority to enter into this Agreement and bind the property owner of the pool facility. This Agreement is a valid and legally binding obligation of OWNER and is fully enforceable against OWNER and the party which owns and operates the pool facility.**

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ACCEPTED:

CONTRACTOR

OWNER/AGENT

\_\_\_\_\_

\_\_\_\_\_

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

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



*"The Star of the Industry"*

**2012 ADDENDUM – Mary Barness Tennis & Swim Club Pool Management Agreement**

The following sections replace the sections of the same title in the original agreement.

Part 10, Additional Provisions  
Section L

- This Agreement shall be governed and construed in accordance with the laws of the State of Pennsylvania.

Part 13 – Liquidated Damages

- American Pool Management is only entitled to money due them under this contract.

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ACCEPTED  
Warrington Township

DATE

[Empty signature box for American Pool Management]

ACCEPTED  
American Pool Management

DATE

# **CONSENT ITEM “B”**

# Warrington



# Township

852 EASTON ROAD, WARRINGTON, PA 18976  
215-343-9350 ■ FAX 215-343-5944  
[www.warringtontownship.org](http://www.warringtontownship.org)

BOARD OF SUPERVISORS  
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TOWNSHIP MANAGER  
TIMOTHY J. TIEPERMAN

January 18, 2012

MEMO TO: BOARD OF SUPERVISORS  
ATTN: TIMOTHY J. TIEPERMAN

FROM: ROY W. RIEDER, P.E. *RWR*

RE: Lower Level Change Orders

Additional change orders have been requested. These change orders authorize additional time to complete the project due to delays in relocating equipment from the old server room to the permanent location. None of the delays were caused by the contractors. There are no additional costs associated with these change orders.

McShea Mechanical – Change Order 002

Installation of the remaining ductwork in the conference room was delayed while waiting for delivery of the heat pump for the new server room and while waiting for demolition of the old server room until Comcast and Verizon relocated equipment from the old server room to its permanent location. The heat pump was shipped during the week of January 9. This change order is needed to adjust the required completion date of the project by 22 days from January 19, 2012 until February 10, 2012.

AJM Electric – Change Order 002

Final hook-up of the new generator and installation of remaining circuits in the new conference room were delayed while waiting for relocation of Comcast and Verizon equipment to its permanent location. This change order is needed to adjust the required completion date of the project by 22 days from January 19, 2012 until February 10, 2012.

Midway Corporation – Change Order 007

Midway Corporation was unable to begin demolition of the old server room until the Comcast and Verizon equipment was moved from the old server room to its new permanent location. The old server room was not available for any work until January 12, 2012. This change order is needed to adjust the required completion date of the project by 22 days from January 19, 2012 until February 10, 2012.

**Staff Recommendation**

The staff recommendations are that the Board of Supervisors approve Change Order 002 for McShea Mechanical, Change Order 002 for AJM Electric, and Change Order 007 for the Midway Corporation.

*Warrington . . . gateway to Bucks County*