

NOTICE TO BIDDERS
TOWNSHIP OF ABINGTON
MONTGOMERY COUNTY, PENNSYLVANIA

SEALED BIDS FOR CONTRACT MOWING AND MAINTENANCE OF SPECIFIED TOWNSHIP FACILITIES ARE DUE AT THE TOWNSHIP OF ABINGTON, 1176 OLD YORK ROAD, ABINGTON, PA 19001 BY 3:00 PM ON TUESDAY, January 31, 2017 . The bids will be opened publicly in the Board meeting room on Tuesday, January 31, 2017 at 3:15 PM for furnishing the following:

All labor, materials, and equipment, and performing all work for the Contract
To mow specified Township properties.

ALL BIDS must be submitted in SEALED ENVELOPES, clearly marked on the outside - Mowing Contract Bids- and must be addressed to the Township of Abington.

Abington Township
1176 Old York Road
Abington, PA 19046

THE TOWNSHIP OF ABINGTON reserves the right to reject any or all bids.

A Performance and Labor Materialsmen's Bond will be required from the successful bidder.

Bidding documents, including Instruction to Bidders and Bid Proposal, are available at the Bureau of Parks & Recreation Office, Alverthorpe Manor, 515 Meetinghouse Road, Jenkintown, PA 19046. **A mandatory pre-bid meeting will be held at the Abington Township Building, 1176 Old York Road, Abington, PA 19001 on Thursday, January 26, 2017 at 10:00 Am in the Board Room**

Very truly yours,

Michael LeFevre
Township Manager

\bidnotice

GENERAL CONDITIONS

I. Addendum

The Township of Abington reserves the right to correct, change, add or delete from Bidding Documents by written addendum. Hereafter, the Township of Abington shall be referred to as TOWNSHIP.

II. Assignment

Bidder to whom an award is made shall not sublet, transfer, or assign the contract or any portion thereof to any person, firms or corporation without the prior written consent of the Authority.

III. Award

Award of any contract hereunder shall be made within sixty-one (61) days following the opening of proposals by the TOWNSHIP and Bidder agrees that his bid will remain open and subject to acceptance for a period of sixty (60) days after opening.

IV. Explanation of Bidding Documents

Any explanation or interpretation of the Bidding Documents by the Township of Abington shall be binding only if in the form of a written addendum. Oral or other explanation or interpretations made prior to the opening of proposals shall not be binding.

V. Exceptions

- A. Any deviation from the requirements of the Bidding Documents shall be itemized and fully set forth in a letter of exceptions attached to the proposal by the bidder and submitted with the proposal.
- B. Itemizations of exceptions shall, whenever possible, be identified with the Section and Subsection to which they relate and set forth in the same sequence.
- C. Unless exceptions taken by the bidder are itemized in the above described method, the service to be furnished shall meet the requirements of the Bidding Documents in all detail.

VI. Guarantees or Warranties

Bidder to set forth all guarantees or warranties to be received.

VII. Inquiries

Inquiries may be directed in writing to:

Director of Parks & Recreation
Alverthorpe Manor
515 Meetinghouse Road
Jenkintown, PA 19046

VIII. Laws & Ordinances

Successful bidder shall comply with all laws, ordinances, rules or regulations of any governmental body, agency or commission having jurisdiction in the matter and obtain all necessary permits.

IX. Patented Devices

Successful bidder shall defend any and all suits and assume all liability for any and all claims made against the TOWNSHIP or any of its officers or agents for the use of any patented device, process or article forming a part of the specified matter furnished under the contract.

X. Proposal

- A. Each proposal shall be made on the proposal form attached hereto and same shall be fully completed.
- B. Proposal shall be submitted in a sealed envelope clearly identifying on the outside "Mowing of Township Properties".
- C. Proposal price to remain in effect subject to no increase during the time which an award may be made.
- D. The TOWNSHIP reserves the right to extend the time for receipt and/or opening of proposals.
- E. To reserve any consideration by the TOWNSHIP, all sealed proposals must be received by 3:00 P.M. on Tuesday, January 31, 2017, at the:

Administration Building
Abington Township
1176 Old York Road
Abington, PA 19001

F. Proposals will be opened by the TOWNSHIP on Tuesday, January 31, 2017 at 3:15 P.M.

IX. Proposal Rejection

The TOWNSHIP reserves the right to waive any information, to reject any or all proposals for any reason, as well as the right to award the contract as may appear in the best interest of the TOWNSHIP.

XII. Payment

Payment shall be made after successful completion and acceptance of the work.

INSTRUCTIONS TO BIDDERS

Article 1 - Definitions

- 1.1 The term "Owner" means the Township of Abington.
- 1.2 The term "Bidder" means one who submits a Bid directly to Owner, as distinct from a sub-bidder, who submits a Bid to a Bidder.
- 1.3 The term "Successful Bidder" means the lowest, qualified responsible and responsive Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award.
- 1.4 The term "Bidding Documents" includes the Notice of Bidders, Instructions to Bidders, and Bid Proposal (including all Addenda issued prior to receipt of Bids).
- 1.5 The term "Work" means the supplying of the goods and services as set forth in the specifications.
- 1.6 Terms used in these Instructions to Bidders which are defined in the General Conditions attached hereto have the meanings assigned to them in the General Conditions.

Article 2 - Copies of Bidding Documents

- 2.1 Complete sets of the Bidding Documents may, as stated in the Notice to Bidders, be obtained from the office of the Bureau of Parks and Recreation, 515 Meetinghouse Road, Jenkintown, PA 19046.

- 2.2 Complete sets of the Bidding Documents may, as stated in the Notice to Bidders, be reviewed at the office of the Bureau of Parks and Recreation, 515 Meetinghouse Road, Jenkintown, PA 19046.
- 2.3 Complete sets of Bidding Documents must be used in preparing Bids; neither Owner nor Bureau of Parks and Recreation of Abington Township assume any responsibility for errors of misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.4 Owner in making copies of Bidding Documents available on the above terms does so only for the purpose of obtaining Bids on the Work and does not confer a license or grant for any other use.

Article 3 - Qualifications of Bidders

- 3.1 To demonstrate qualifications to perform the Work, each Bidder must submit with its Bid written evidence as called for below:
 - 3.1.1 An Experience Record containing a list of five recent projects similar in nature and magnitude presently active or completed by the Bidder.
 - 3.1.2 An executed Non-collusion Affidavit properly completed, signed and sealed by a licensed Notary Public

Article 4 - Examination of Bidding Documents

- 4.1 It is the responsibility of each Bidder before submitting a Bid, to:
 - 4.1.1 Examine the Bidding Documents thoroughly.

- 4.1.2 Consider federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work.
- 4.1.3 Study and carefully correlate Bidder's observations with the Bidding Documents.
- 4.1.4 Notify Bureau of Parks and Recreation of Abington Township through the Director of all conflicts, errors or discrepancies in the Bidding Documents.
- 4.2 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents, and that the Bidding Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 5 - Interpretations and Addenda

- 5.1 All questions about the meaning or intent of the Bidding Documents are to be directed to the Bureau of Parks and Recreation of Abington Township through the Director. Interpretations or clarifications considered necessary by the Bureau of Parks and Recreation of Abington Township in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by the Bureau of Parks and Recreation of Abington Township having received the Bidding Documents. Questions received less than ten days prior to the date of the opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 5.2 Addenda may also be issued to modify the Bidding Documents as deemed advisable by Owner or Bureau of Parks and Recreation.

Article 6 - Bid Security

- 6.1 Each Bid must be accompanied by Bid security made payable to Owner in an amount of ten percent of the Bidder's Lump Sum Bid price for one year of work and in the form of a certified or bank check or a bid bond issued by a surety.
- 6.2 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract and furnished the required security, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract and furnish the required contract security within ten days after the Notice of Award, Owner may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The bid security of the other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner for a period of sixty days from the date of bid opening.

Article 7 - Contract Time

- 7.1 The number of days within which, or the dates by which, the Work is to be delivered to the Owner and ready for Owner's acceptance of delivery is set forth in the Bid Proposal.

Article 8 - Substitute for "Or-Equal" Terms

- 8.1 The Contract, if awarded, will be on the basis of parts, material, equipment, labor and services specified in Article IV of the Bid Proposal without consideration of possible substitutes or "or-equal" items.

Article 9 - Subcontractors, Suppliers and Others

- 9.1 Each Bid must be accompanied by a written identification of all Sub-contractors, Suppliers and others which the Bidder intends to utilize.

- 9.2 The Bidder shall be required to obtain Owner's written consent prior to substituting alternate sub-contractors, suppliers and others.
- 9.3 The Bidder may only subcontract other portions of the Work with Owner's written consent.
- 9.4 The Bidder may be required to provide an appropriate reduction in contract price to Owner, where applicable, for substitutions of sub-contractors, suppliers and others.
- 9.5 No Bidder shall be required to employ any sub-contractor, supplier, or other person or organization against whom Bidder has reasonable objections.
- 9.6 No one working for the Contractor, or for the sub-contractor of the Contractor in connection with the contract, shall be under the age of sixteen (16) years.

Article 10 - Bid Proposal

- 10.1 The Bid Proposal is included with the Bidding Documents; additional copies may be obtained from the office of the Bureau of Parks and Recreation.
- 10.2 All blanks on the Bid Proposal must be completed in ink or by typewriter.
- 10.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.
- 10.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature, and the official address of the partnership must be shown below the signature.

- 10.5 All names must be typed or printed below the signature.
- 10.6 The bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Proposal).
- 10.7 The address and telephone number for communications regarding the Bid must be shown.
- 10.8 Bids must be priced on a lump sum basis for the base contract and include a separate price for each part described in the Specifications as provided for in the Bid Proposal.
- 10.9 The Bid price shall include such amounts as the Bidder deems proper for overhead and profit.

Article II - Submission of Bids

- 11.1 Bids shall be submitted at the time and place indicated in the Notice to Bidders and shall be enclosed in an opaque sealed envelope labeled "Contract Mowing" with name and address of the Bidder and accompanied by the Bid security and other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it.
- 11.2 Prospective Bidders are furnished one copy of the Bidding Documents with one separate unbound copy each of the Bid Proposal, Bid Bond, and Non-collusion Affidavit. The Bidding Documents may be retained by the Bidder. The unbound copy of the Bid Proposal and Non-collusion Affidavit is to be completed and submitted with the Bid Security and the following data:

Experience Record

List of Sub-Contractors, Suppliers and Others

Article 12 - Modification and Withdrawal of Bids

- 12.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.
- 12.2 If, within two business days after Bids are opened, pursuant to and in accordance with the provisions of PL8, Act of January 23, 1974, any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake, as defined in said statute, in the preparation of its Bid, that Bidder may withdraw its Bid and Bid security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the Work to be provided under the Bidding Documents, or supplying any material/labor or performing any other work to any person to whom a contract for this work is awarded.

Article 13 - Opening of Bids

Bids will be opened and read aloud publicly as listed in the Notice to Bidders.

Article 14 - Acceptance of Bids

- 14.1 All Bids will remain subject to acceptance for sixty days after the day of the Bid opening, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to that date.

Article 15 - Award of Contract

- 15.1 Owner reserves the right to reject any and all Bids, to waive any and all formalities and the right to disregard all nonconforming non-responsive, unbalanced or

conditional Bids. Also, Owner reserves the right to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standards of criteria established by Owner. Discrepancies in the multiplication of units of Work and unit process will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

- 15.2 In evaluating Bids, Owner will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Proposal or prior to the Notice of Award.
- 15.3 Owner may consider the qualifications and experience of Sub-contractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Sub-contractors, Suppliers, and other persons and organizations must be submitted.
- 15.4 Owner may conduct such investigation as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed Sub-contractors, Suppliers and other persons and organizations to perform and furnish the Work in accordance with the Bidding Documents to Owner's satisfaction within the prescribed time.
- 15.5 If the contract is to be awarded, it will be awarded to the Lowest Bidder whose evaluation by Owner indicates to Owner that the award will be in the best interest of the Project.
- 15.6 If the contract is to be awarded, Owner will give the Successful Bidder a Notice of Award within sixty days after the day of the Bid Opening.

Article 16 - Contract Security

When the Successful Bidder delivers the Contract to Owner, it must be accompanied by the required Hold Harmless Agreement, Performance and Labor and Materialmen's Bond.

Article 17 - Signing of Contract

When Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Contract. Within ten days thereafter Successful Bidder shall sign and deliver the required number of counterparts of the Contract to Owner with the required Bond. Within thirty days thereafter Owner shall deliver one fully signed Counterpart to Successful Bidder.

Article 18 - Sales and Use Taxes

Owner is exempt from Pennsylvania State Sales and Use Taxes on materials and equipment to be incorporated in the Work. Said taxes shall not be included in the Contract Price.

SPECIFICATIONS

General Scope of Work

- A. All parks and areas designated **Field Mowing (F.M.)** will be mowed once a month during the period of the Contract. The cuttings will occur during the third week of each month for a total of 6 cuttings per year.
- B. All parks and areas designated **General Mowing (G.M.)** will be mowed once per week during the period of the first Monday in April through the first Friday in November for a total of 29 cuttings per year.
- C. **General Mowing (G.M.)** grass shall be mowed at the height of 1-1/2 inches for the entire season unless noted differently.
- D. Professional lawn mowing equipment is to be used on all turf at all times. The Contractor shall have ample professional mowing equipment, so as to insure that all locations are mowed to produce an even appearance after cutting, regardless of breakdown. This equipment shall be available for inspection at the request of the Township.
- E. The attached site plans for each park are drawn to approximate and not exact scale and acreage indicated is also approximate. The diagonal parallel lines on the plans indicate areas to be mowed within each park.
- F. **A pre-bid meeting will be held at the Abington Township Building at 10:00 AM in the Board Room on Thursday, January 26, 2017.** Each Bidder is responsible to tour each site prior to the meeting and raise questions for those sites at the September 20th meeting. This meeting is **mandatory**.
- G. The Contractor will not begin work prior to 7:15 a.m. and will finish all work for the day by 5:00 p.m.
- H. Should the Contractor fail to perform under this Contract, the Township will either perform the Work, or have the Work performed, and charge the cost thereof to monies earned by the Contractor.
- I. The Contractor will be required to furnish a certificate of insurance certifying that he is fully insured with regard to:
 - 1. General Liability, including Contractual Liability, with limits of \$250,000 per person and \$500,000 per occurrence and \$100,000 property damage.
 - 2. Automotive Liability, with limits of \$250,000 per person and \$500,000 per occurrence and \$100,000 property damage.
 - 3. Workmen's Compensation - Statutory Workmen's Compensation Insurance with an employer's liability limit of \$100,000. In addition, the employer shall furnish an agreement to indemnify the Township of Abington for any amounts paid as benefits for any injury incurred while performing this Contract.
 - 4. Contractor's insurance company shall give thirty (30) days written notice to the Director of Parks and Recreation if the Contractor's insurance is being canceled for any reason.
- J. With each mowing, all turf shall be trimmed up to all trees, planting beds, bleachers, curbing, backstops, play equipment, benches and all other equipment and buildings lying within the designated mowing areas. Herbicide can only be utilized at the base of fencing, sidewalk cracks, curbing and parking lot barriers where weeds grow. Contractor must follow all labeling instructions and comply with Township Ordinance No. 87-61 entitled the "Performance Standards and Prohibited Uses" Ordinance.
- K. Hand trimming of planting beds for the removal of weeds and excess grass along walks, trees, benches, park equipment and buildings lying within the designated mowing areas shall be done at least once per month. No hand type edgers will be permitted. All edging will be done with a power edger.
- L. All clippings must be cleared off all walkways, driveways and parking areas immediately after each cutting and be directed away from buildings to prevent clogging of ventilation intakes. In areas where buildings are not present, clippings may be blown back onto mowed area.
- M. No Contractor shall mow over glass bottles or other objects that will break or shred and injure the participants using that area. The harmful objects are to be removed prior to the area being mowed.
- N. Swales are to be cut as follows:
 - 1. **Roychester Park**
Swale #1 - from Corinthian Avenue to Silver Avenue
Swale #2 - from Swale #1 to Cleveland Avenue
 - 2. **Roslyn Park**
Swale #1 - from Osbourne Avenue parking lot along the rear of the homes on Fernwood Avenue
Two cuttings per season, to be worked out with the Parks' Maintenance Department.
 - 1. **Roychester Park**
Swale #1 - from Corinthian Avenue to Silver Avenue
Swale #2 - from Swale #1 to Cleveland Avenue
Two cuttings per season, to be worked out with the Parks' Maintenance Department, except as noted.

Zones and Locations of Parks and Recreation Facilities

A. Zone #1

1. **Ethel Jordan Memorial Park** - bounded by Jenkintown Road, Osceola and Cadwalader Avenues. Approximately 3 acres. (G.M.)
2. **Scott Park** - Located in the Fox Chase section of Abington Township behind the Huntingdon Valley Shopping Center on Ainslie Road. Approximately 1/3 acre. (G.M.)
3. **Melmar Basin #1 and #2** - Located in the Biddle Estates. Basin #1 and apron of Basin #2 off Melmar Road. (G.M.)
4. **Hallowell Island** - Intersection of Susquehanna Street, Mill Road Circle and Meetinghouse Roads. (G.M.)
5. **Boy Scout Nature Study Area** - Bounded by Old Valley Road at Meadowbrook Road. Approximately 1-1/2 acres. (G.M.)
6. **Meadowbrook Bird Sanctuary** - Bounded by Meadowbrook and Revelation Roads and Washington Lane. (G.M.)
7. **Amity Road Triangle** - Bounded by Amity, Gunpowder and Rydal Roads (G.M.)-
8. **Roychester Park** - Bounded by Harding, Corinthian and Cleveland Avenues. Approximately 11 acres. (G.M.)
9. **Rockwell Park** - Bounded by Rockwell Road and Stratford Avenue. Approximately 1 acre. (G.M.)
10. **Rubicam Avenue Park** - Bounded by Prospect and Rubicam Avenues. Approximately 3 acres. (G.M.)
11. **Crestmont Park** - 1) Main Park - Bounded by Old Welsh Road, Reservoir and Rubicam Avenues. Approximately 11 acres; 2) Access paths at southwestern end coming off Rubicam and Redwood Avenues; 3) Cleared area between Rubicam and Elliott Avenues near pool; and 4) the corner of Newport and Lamott Avenues. All areas to be (G.M.)
12. **Evergreen Manor Park** - Bounded by Coolidge, Phipps and Osbourne Avenues. 1) Play area; 2) Thirty feet (30') in from sidewalk around perimeter of the park; 3) Corner lot; and 4) Utility right-of-way (service road). Approximately 4 acres. All areas to be (G.M.)
13. **Stockton Road Triangle** - Intersection of Meadowbrook and Stockton Roads. (G.M.)
14. **Woodland Road Triangle** - Intersection of Woodland Road and School Lane. (G.M.)
15. **Galloway & Coolidge Avenues** - Dead end on Galloway (GM)
16. **Gabe Tayar Park -962 Irvin Road** - South of Susquehanna Rd., North of Rockledge Ave. (GM)
17. **1004 Irvin Road** - South of Susquehanna Rd. , North of Rockledge Ave. (GM)
17. **Hamilton & Franklin Traffic Triangle** - East of Easton Rd. (GM)
18. **Jackson Park - 1606 Meadowbrook Road** - Open meadow area just east of entry road on Meadowbrook Road side as well as open field on Sherwood Road side of park. Includes edge trimming along walking path. Work is to be completed twice per month. The road side edges of the park along Meadowbrook Road, Amity Road, and Sherwood Road are to be mowed twice per month to a width of 15 feet where possible. The two meadow areas, Amity Road and Meadowbrook Road - west side of entry path - are to be mowed on the following schedule: In 2017, meadow areas are to be mowed in April to a height of 4 to 6 inches. In the remaining part of the year for 2017, there will be no mowing. In 2018, mow in April to a height of 4 to 6 inches. Then, in June, mow to a height of 8 inches. In 2019, mow to 3 inches above the ground in late March and early July.

B. Zone #2

1. **Roslyn Park** - Bounded by Susquehanna Road, Osbourne, Maple and Fernwood Avenues. Includes swale behind homes on Fernwood, beginning at west parking lot. Approximately 10 acres.
2. **Ardsley Park** - Bounded by Meyer, Jefferson, Maple and Tennis Avenues. Approximately 10 acres. (G.M.)
3. **Entrance to the Ardsley Wildlife Sanctuary**- Located at the intersection of Maple and Jefferson Aves. See drawing (G.M.)
3. **Conway Field** - Bounded by Jefferson Avenue and the Abington Township Incinerator Plant. Approximately 2-1/2 acres. (G.M.)
4. **Ardsley Community Education Center** - Bounded by Central, Spear, Cricket and Woodrow Avenues. Approximately 2.3 acres. (G.M.)
5. **Tyson Avenue Right-of-way** - Includes swale at south-east end as well as separated portions to Bradfield Road. (G.M.)

6. Edgehill Woods - 737 Roslyn Avenue. Lot 50 ft. x 150 ft. (G.M.)
7. Elk Street Tot Lot - Bounded by Elk Street between Weldon and Geneva Avenues. Approximately 1/3 acre. (G.M.)
8. Baeder Triangle - Intersection of Jenkintown and Baeder Roads. (G.M.)
9. Baeder Road Right-of-Way - 600 block of Baeder Road. (G.M.)
10. Canterbury Road Right-of-Way - 1900 block of Canterbury Road. (G.M.)
11. Madison Avenue Right-of-Way - South of Susquehanna St. Rd., East of Maple Avenue. Lot numbers 24,25,33,66,26,65,27,28,89,29, 30, & 41. Approximately .5 acres. (G.M.)
12. 2820 Susquehanna Block #235, Unit #47 - West of Maple Ave., Approximately 200 ft. on the South side of Susquehanna St. Rd. Property is approximately 98' x 159' x 65'. (G.M.)
13. 505 to 529, and 595 Baeder Road - Southeast side of Baeder Road, beginning approximately 300 feet from the intersection of Baeder and Wanamaker Road.(G.M.)
14. 534, 550 to 576, 582 & 584 Wanamaker Road - (See Map) (G.M.)
15. Susquehanna Rd. & Maple Ave - 5' wide Grass strip, south side of Susquehanna Rd., approximately 120 feet from the southeast corner of intersection, 200 yards in length. (GM)
16. Ardley Wildlife Sanctuary Detention Basins (4) - See map (FM). Include mowing of grass area at the entrance to the Wildlife Sanctuary (GM).
17. Ardley Wildlife Sanctuary Detention Basin - (See Map) Removal of trees growing on berm of basin #1 located in the north east section of the Sanctuary and immediately west of the SEPTA train tracks. Once per year. All material must be removed from site.
18. Township Right Of Way behind 632 Easton Rd. - Approx 135 ft. east of the intersection of Easton Road and Tague Avenue. See map. (G.M.)
19. Hallowell Park - Intersection of Kenmore and Edgley. The entire field area including the section on the North of Kenmore (GM).
20. Traffic Triangle Old York and Baeder Roads- Small triangle on the southwest side of intersection. Monthly trimming of shrubs and grass.
21. Triangle Shaped Property at the Junction of Edge Hill Rd. and Tyson Ave.- Small triangle of Township property located at the junction of Tyson Ave. and Edgely Road just south of Briar Bush nature Center. See drawing. (G.M.)
22. Roslyn Train Station - Bounded by Susquehanna Road on south, Grovania on the east, and the railroad tracks on the west side. See photo. G.M.

C. Zone #3

1. North Hills Playground and School Grounds - 1) Playground: Bounded by Tennis and Penn Avenues; 2) School Grounds: Bounded by Tennis, Pine and Central Avenues. Approximately 4 acres. All areas to be (G.M.)
2. 242 Hamel Avenue - (G.M.)
3. Penbryn Park - Bounded by the Reading Railroad, Dumont and Houston Avenues, 2 blocks north of Mt. Carmel Avenue at Egerton Avenue. Approximately 12 acres. Includes grass areas surrounding Township house on North-East end of park (G.M.)
4. Baederwood Park - Located off Highland Avenue adjacent to Abington High School. Approximately 4.6 acres. (G.M.)
5. Block 269, lot #8 - adjoins 1166 Edgehill Road on North side of property line. Dimensions are approximately 60' x 200' x 200'. (G.M.)
6. K-9, Pistol Training Grounds, & Annex - AREA TO BE CUT PRIOR TO 9:00 A.M. KEYS FOR THIS TO BE PICKED UP AT THE PUBLIC WORKS OFFICE. (G.M.)
7. Fire Training Facility - Located at the east end of Florey Lane. (G.M) see map.
8. Arbuta Road Property - Located near the entrance to the Public Works Garage on Arbuta Road. Approximately 70 ft. x 100 ft. (G.M.)
9. Tyson Green - Located at the southwest corner of Highland Avenue and Keith Road, Abington. Approximately 160 ft. x 110 ft. (G.M.)
10. Woodland Road Property - Bordered by 1849 and 1855 Woodland Road. Lot frontage 45 ft. decreasing to 10 ft. x 265 ft. (G.M.)
11. War Memorial Island - Old York Road, Abington. (G.M.)
12. Grove Property - Bounded by Nylsor and Pershing Avenues. This site also includes the area immediately east of Easton Road (1383 Easton Road) and North of Woodland Road. Approximately 10 acres. (G.M.)
- 12a. Grove Park Dog Run - Grass inside dog run is to be cut to a height of 3 inches. No herbicides may be used in or around the dog run except for "Burnout 2" or an equivalent.

- 12b. **Grove Park Creek Gabions** - Gabions on either side of creek running through Grove Park are to be sprayed with an herbicide that is approved for use around waterways. The gabions will be treated twice, once in June and again in August. This schedule may be altered by the Bureau if the weather conditions or the growing nature of the plants do not require spraying at the times noted above.
- 13. **Robinson Avenue** – Clearview and Robinson Avenues as indicated on the attached plan. Cut back weeds/plant growth from the curb to five (5) feet in from the curb three times per year. Once in April, July, and September. Refer to clear streets ordinance attached to the end of the specifications section.
- 13. **Fairway Islands** - Located between York Road and Susquehanna Street Road. Fairway shopping center on North side. See map for more information (G.M.). The areas where the road meets the curbing are to be sprayed and then dead plant material removed as needed or at least two times per contract season.
- 14. **Valley Road** - Northbound beginning at Susquehanna Road, trim wood and brush around all poles, sign posts, guard rails, hydrants and bridges for a minimum of 6” behind guard rails for all areas. Area to be trimmed three (3) times per season. See map and description.
- 15. **Rydal Country Club** – NW Corner of Huntington Pike and Susquehanna Road. (GM).

D. Zone #4

1. **Abington Township Wastewater Treatment Plant and Wastewater Pumping Stations**

- a. **Abington Township Wastewater Treatment Plant** - Fitzwatertown Road south of Susquehanna Street. (G.M.)
- b. **Fields Near Treatment Plant** - Cut grass at the Upper and Lower Fields, which includes areas along Fitzwatertown Road (F.M.)
- c. **Abington Township Wastewater Pumping Stations** - (G.M.)

NORTH HILLS P.S.
 86 North Hills Avenue
 Near Pennsylvania Avenue
 North Hills, PA

CARDINAL P.S.
 Township Line Road
 Opposite Foxcroft Road and
 Near Meetinghouse Road
 Jenkintown, PA

RYDAL P.S.
 1251 Valley Road
 Near Washington Lane
 Rydal, PA

HIGHLAND P.S.(pocket park)
 1427 Highland Avenue
 Near Old York Road
 Abington, PA

BRENTWOOD P.S.
 1858 Old Welsh Road
 Near Marian Road
 Abington, PA

WILLOW GROVE P.S.
 Davisville Road
 North of Moreland Road
 Willow Grove, PA

KIMBALL P.S.
 Kimball Avenue at Willow Avenue
 South of Moreland Road
 Willow Grove, PA
 (Upper Dublin Township)

MEADOWBROOK P.S.
Meadowbrook Rd. & Valley Rd
Rydal

TALL TREES P.S.
Moredon Rd.
East of Huntingdon Pk. On left
Mow inside fence & around station

HOLY REDEEMER P.S.
Behind Holy Redeemer Hosp.
Mow around Pump Station
outside fence

Briarcliffe P.S.
1900 Briarcliffe Avenue
Mow area behind station,

MAP OF WASTEWATER TREATMENT PLANT

SEE FIGURE “A”

IN SELECTED SITE PLANS SECTION

ALTERNATE #1 - Police Pistol Training Grounds - Trim back shrubbery twice per year. Once in the spring and once in the late summer.

**ARTICLE II, Obstructions Over Sidewalks [Adopted 4-9-1936 by Ord. No. 379;
amended in its entirety 4-11-1991 by Ord. No. 1690]**

§ 143-16. Trimming of trees and other vegetation.

The owner or occupants of property abutting on the streets or sidewalks in Abington Township shall cut, alter, remove or trim any trees, hedges, shrubbery, underbrush, hedges, shrubbery, underbrush or any other obstructions growing along such streets or sidewalks immediately in front of or adjacent to the owner's or occupant's property so as to provide at all times a clear passage of eight feet above the sidewalks and 14 feet above the streets. It is hereby decreed that failure to maintain such a clear passage shall constitute public nuisances, and the obstructions shall be removed as herein provided.

**Township of Abington
Montgomery County, Pennsylvania
BID PROPOSAL**

Project Identification: Contract Mowing 2017, 2018, 2019

(Name)

(Address)

an individual, a partnership, a corporation registered in the State of _____, (delete titles not applicable above) for furnishing of all parts, materials, labor and services for the _____ as specified herein for the Township of Abington, Montgomery County, Pennsylvania.

TO: Township of Abington
1176 Old York Road
Abington, PA 19001

ATTENTION: Michael LeFevre
Township Manager

Article 1: Pursuant to, and in compliance with your Instructions to Bidders for the furnishing of all parts, material, equip-ment, labor, and services for the CONTRACT MOWING, and having carefully examined the Bidding Documents comprised of the Notice to Bidders, Instructions to Bidders, and Bid Proposal and all other documents bound therewith, together with all Addenda thereto the undersigned hereby offers to furnish all parts, materials, equipment, labor and services necessary or proper or incidental as required by and in strict accordance with the applicable provisions of the Bidding Documents and all Addenda issued by the Owner prior to the date for opening of Bids whether received by the undersigned or not, for the Lump Sum Price as outlined in the following space provided.

Article 2: BIDDER accepts all of the terms and conditions of the Notice to Bidder and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for sixty days after the day of Bid opening. BIDDER will sign and submit the Contract with the Bonds and other documents required by the Bidding Documents within ten days after the date of OWNER'S Notice of Award.

Article 3: In submitting the Bid, BIDDER represents that:

**Article 3:
(Cont.)**

- (a) BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):
Date: _____ Number: _____
- (b) BIDDER has familiarized itself with the nature and extent of the Bidding Documents, and all local conditions and Laws and Regulations that in any manner may affect cost of performance.
- (c) BIDDER has correlated the results of all observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Bidding Documents.
- (d) BIDDER has given the Director of Parks and Recreation written notice of all conflicts, errors or discrepancies that it has discovered in the Bidding Documents and the written resolution thereof by the Director of Parks and Recreation is acceptable to BIDDER.
- (e) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

Article 4:

BIDDER will complete the Work for the following price(s):

(a) Bid Schedule

Furnish all labor, materials, equipment and services necessary to perform and complete the Work for the above-named project as called for in the Specifications and the Drawings.

(b) Lump Sum Bid

For all work shown and specified:

_____ dollars

and _____ cents (written totally)

\$ _____

The distribution of the above cost proposal is as follows:

Zone #1 _____

Zone #2 _____

Zone #3 _____

Zone #4 _____

Alternate #1 Police Pistol Range: _____
(cut back brush two times per year. Once in June and once in Sept.)

The Abington Township Bureau of Parks and Recreation requests that individual bids be presented for each of the listed zones. It is understood that the individual zones may be separated.

In 2017 and 2018 the Lump Sum Price will remain the same. The only valid reason for a price change for the 2018 season will be if the percentage change in the National C.P.I. from January 1, 2017 to January 1, 2018 is greater than 10%. The only valid reason for a price change for the 2019 season will be if the percentage change in the National C.P.I. from January 1, 2018 to January 1, 2019 is greater than 10%. In both cases, the amount of the adjustment will be a percentage increase equal to one-half (1/2) the percentage change in the National C.P.I.

Article 5: BIDDER agrees the above Lump Sum shall include, but not be limited to, all labor, materials, equipment, overhead, profit, insurance, and the performing of all work to cover the requirements for each part.

Article 6: BIDDER agrees upon receipt of written notice of the acceptance of this Bid to provide the bonds required with good and sufficient surety or sureties, and to execute a Contract in accordance with the Bid as accepted.

Article 7: Payment for all Work called for in the Proposal will be considered as covered by the Lump Sum Price payments and no extra payments will be allowed.

Article 8: In submitting this Bid, it is understood and agreed by the undersigned that the right is reserved by the Abington Township Bureau of Parks and Recreation to determine the actual scope of Work by selection of any or all parts of Work as listed above:

Article 9: In submitting this Bid, it is understood and agreed by the undersigned that the right is reserved by the Owner to reject any or all Bids. It is further understood and agreed by the undersigned that any qualifying statements or conditions made by it to the above Bid as originally published, as well as any inter-lineation, erasures, omissions or entered wording obscure as to its meaning may cause the Bid to be declared irregular and may be cause for rejection of the Bid.

Article 10:

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

- (a) Required Bid Security.
- (b) Required BIDDER'S EXPERIENCE RECORD with supporting data.
- (c) Required NONCOLLUSION AFFIDAVIT.

Article 11:

The undersigned hereby designates as its office to which notice of award may be mailed, telegraphed, or delivered:

Article 12:

Accompanying this Proposal is a:

(Bid Bond/Certified Check)

in the amount of
 Dollars (\$_____) * as Bid Security.
 (*Minimum 10% of the Bid total)

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: _____

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>

(We are) (I am) presently working on the following projects:

Have you ever defaulted on a project? Yes _____ No

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

CONTRACTOR

Date: _____

By:

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.

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 Mowing of specified Abington Township properties

(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:

Secretary

By: _____
President

Print Name: _____

Print Name: _____

TOWNSHIP OF ABINGTON

By: _____
President

Attest:

Township Manager

**NONCOLLUSION AFFIDAVIT
FOR THE TOWNSHIP OF ABINGTON**

COMMONWEALTH OF PENNSYLVANIA:

:SS

COUNTY OF _____:

I, _____, of _____
(Name) (Name of Contractor)

in the County of _____ and the State of _____ 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__.

CONTRACT

THIS AGREEMENT made and entered into this ____ day of _____
201__, by and between the TOWNSHIP OF ABINGTON, hereinafter known as the OWNER, Party of the First Part, and a
CORPORATION known as _____ organized and existing under the laws
of the State of _____ a PARTNERSHIP known as
_____ consisting of the
following partners _____
_____ an INDIVIDUAL _____
_____ trading as _____
_____ whose address is _____
_____, City of _____ State of
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 Mowing of noted Township properties 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 and/or individual zone costs 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

By: _____
President

Attest:

Secretary

SELECTED
SITE
PLANS

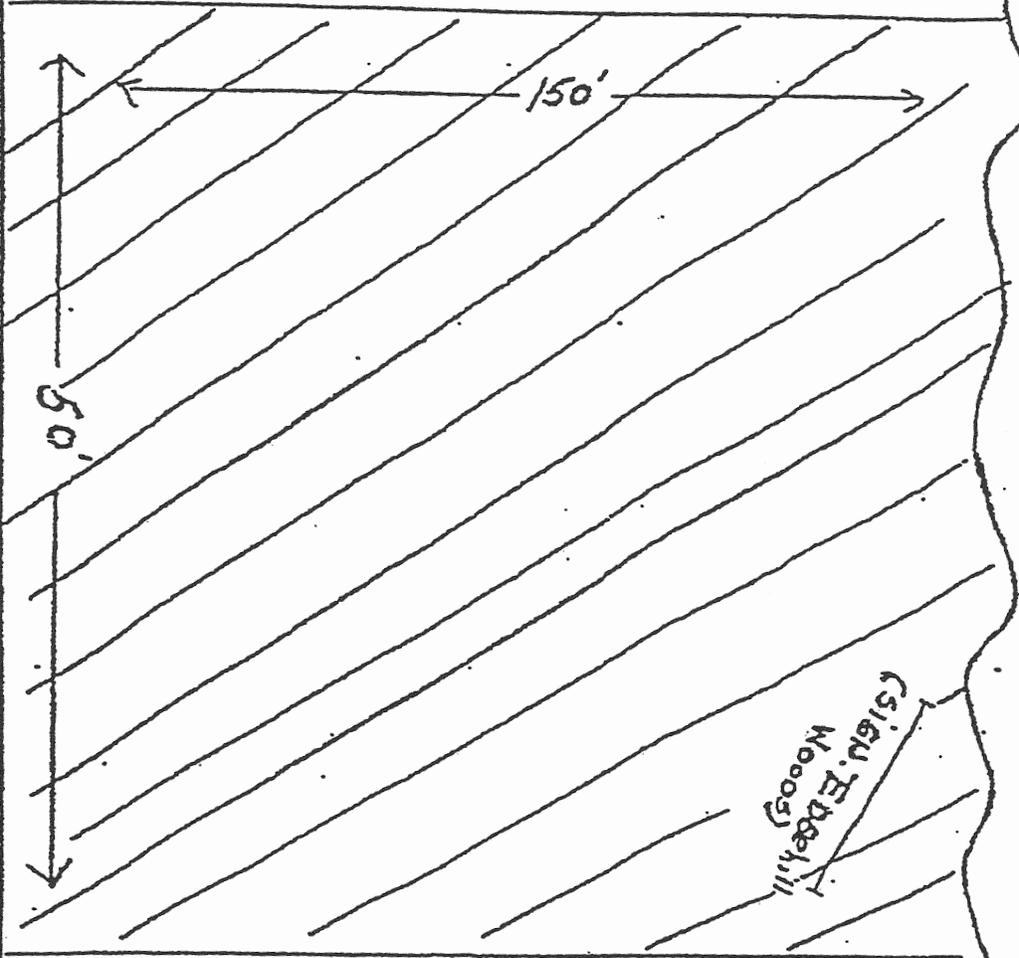
2016 Mowing bid NOTE: Hoses are used around tanks which must remain. Manual trimming required.

FIGURE A



WOODED AREA

House
739
Roshly
Ave

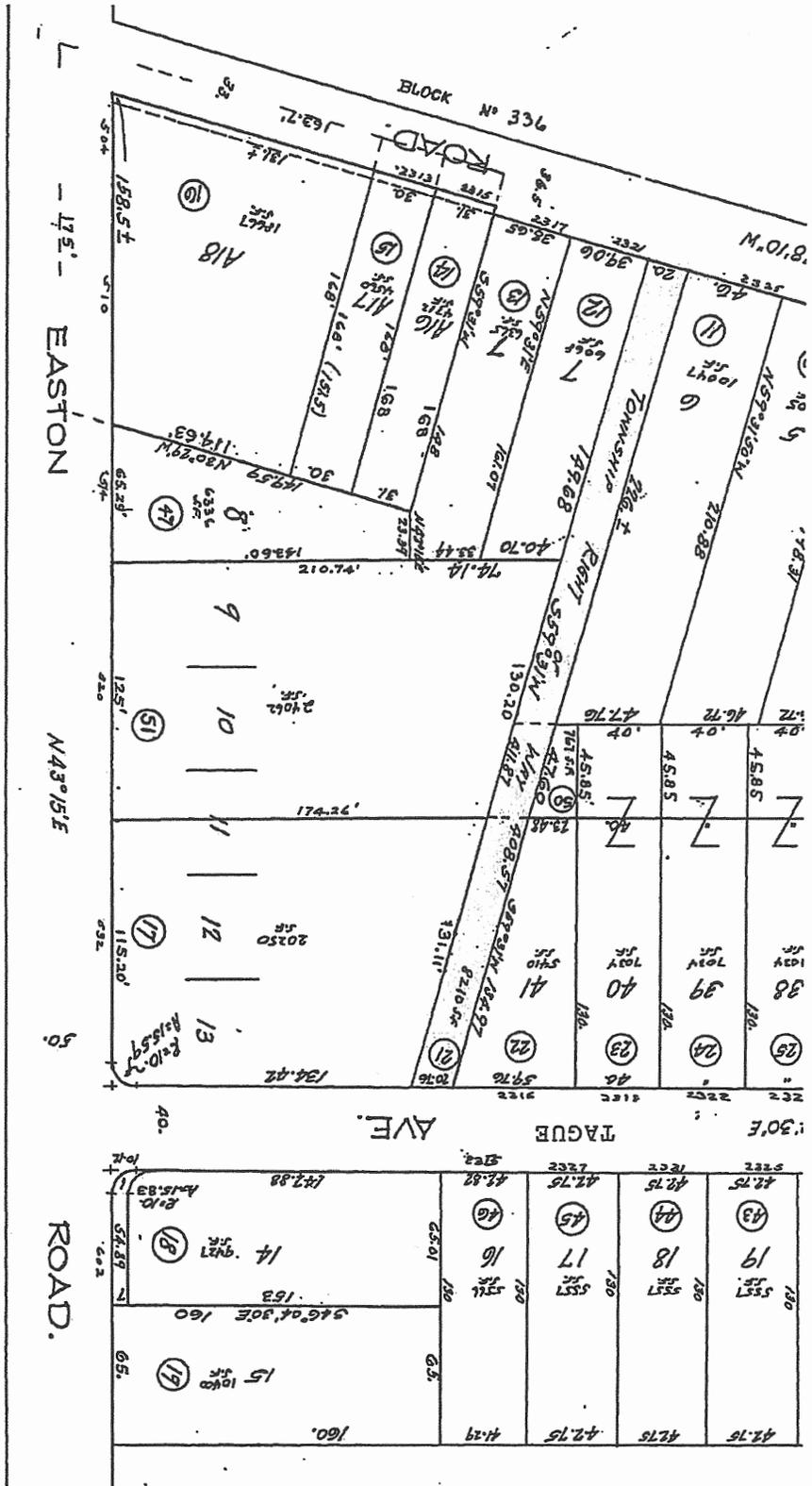


House
735
Roshly
Ave

Roshly N. Ave.

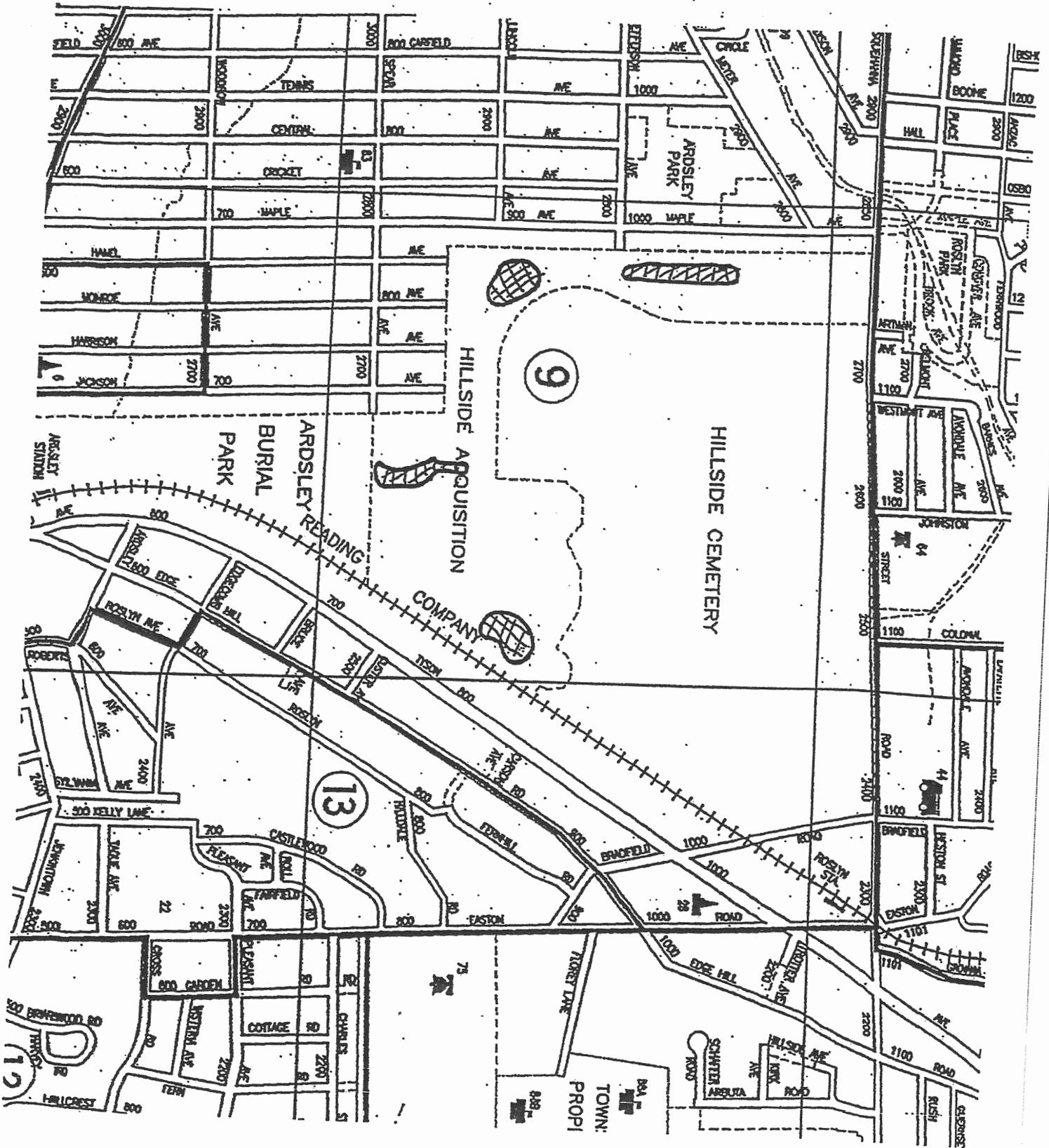
Elgarhill Woods (E 11)

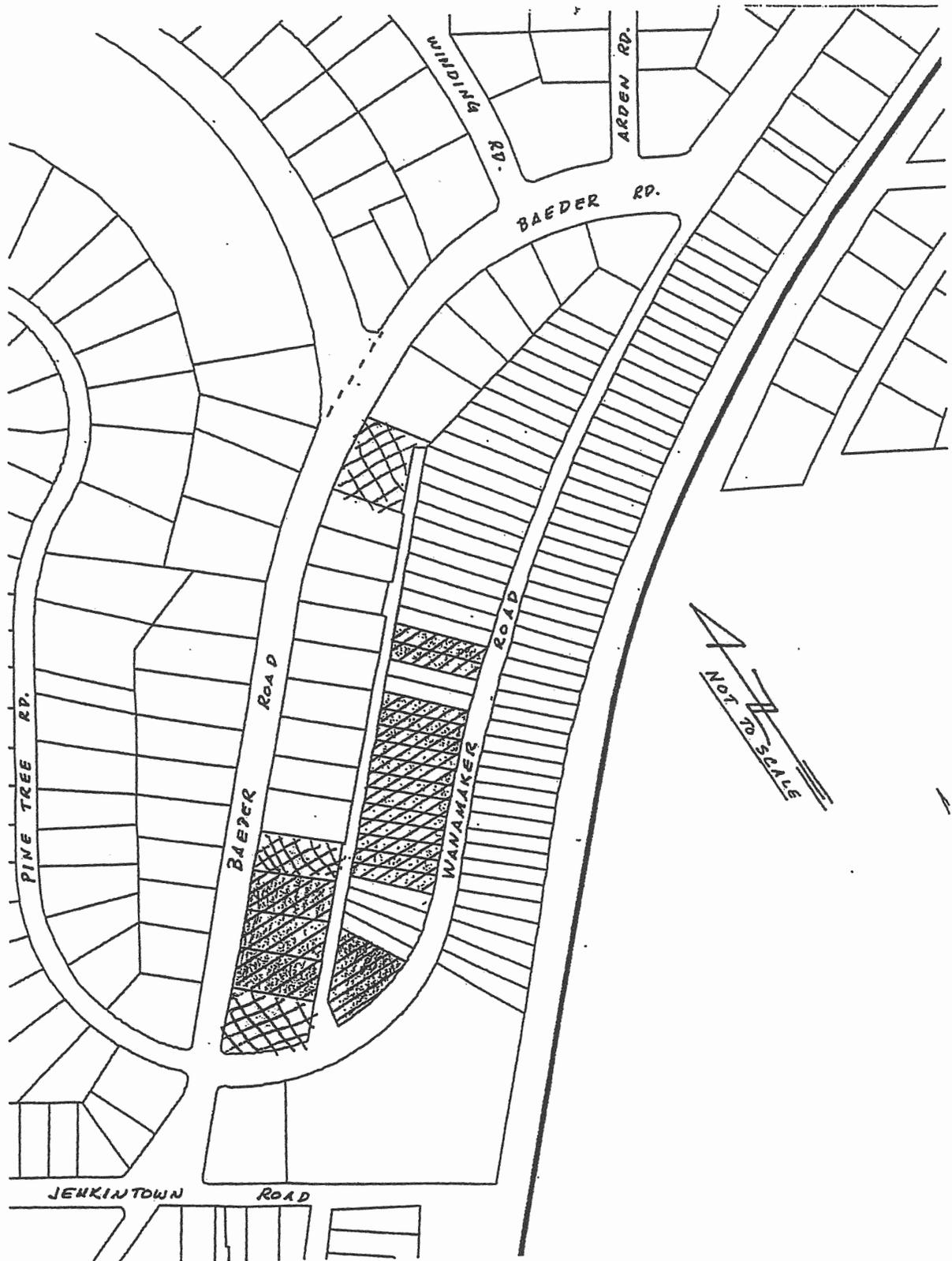
TOWNSHIP RIGHT OF WAY BEHIND 632 EASTON RD.



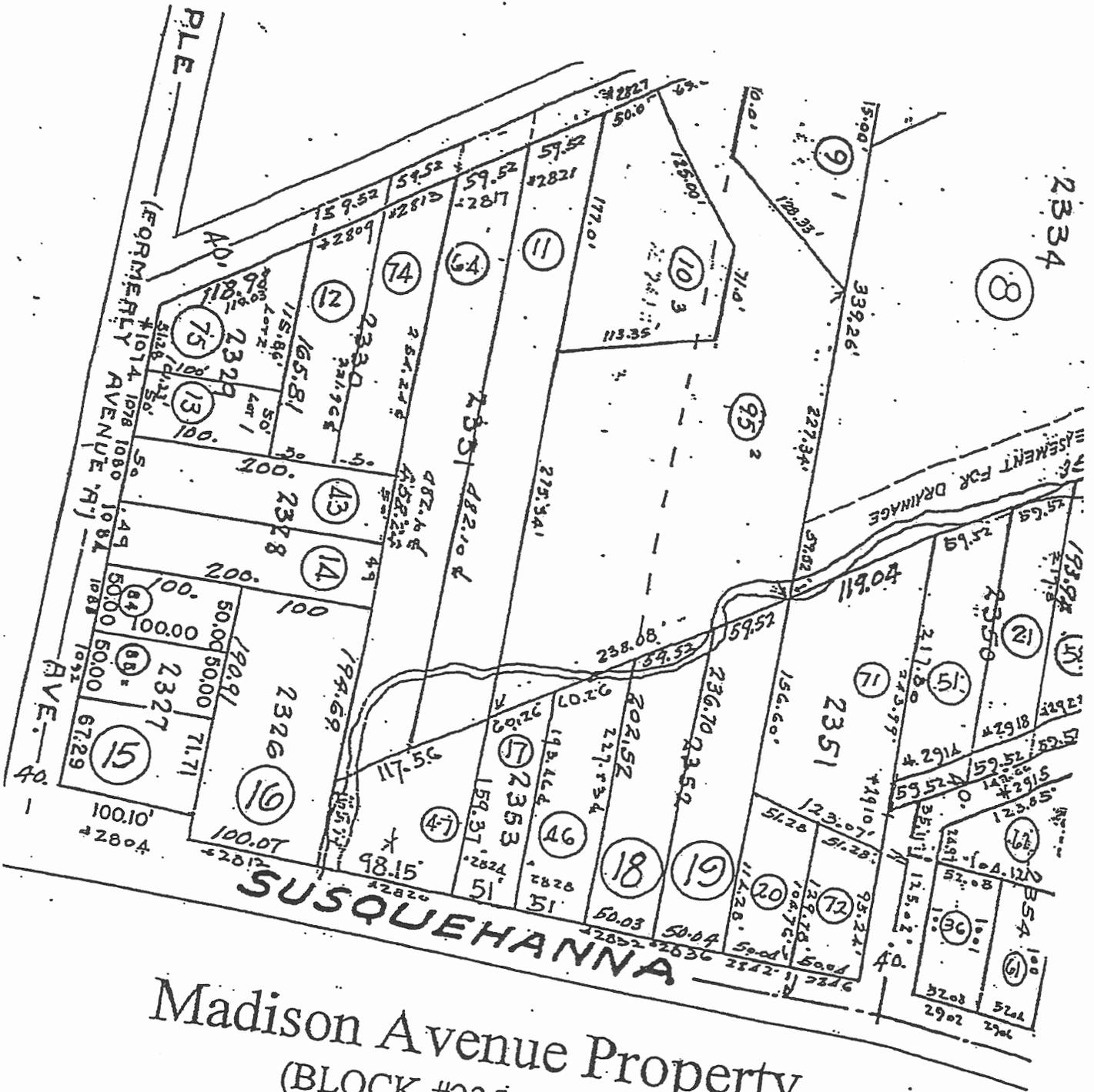
BLOCK

Ardley Wildlife Sanctuary Detention Basins (FM)





GM



Madison Avenue Property
 (BLOCK #235, Unit #47)

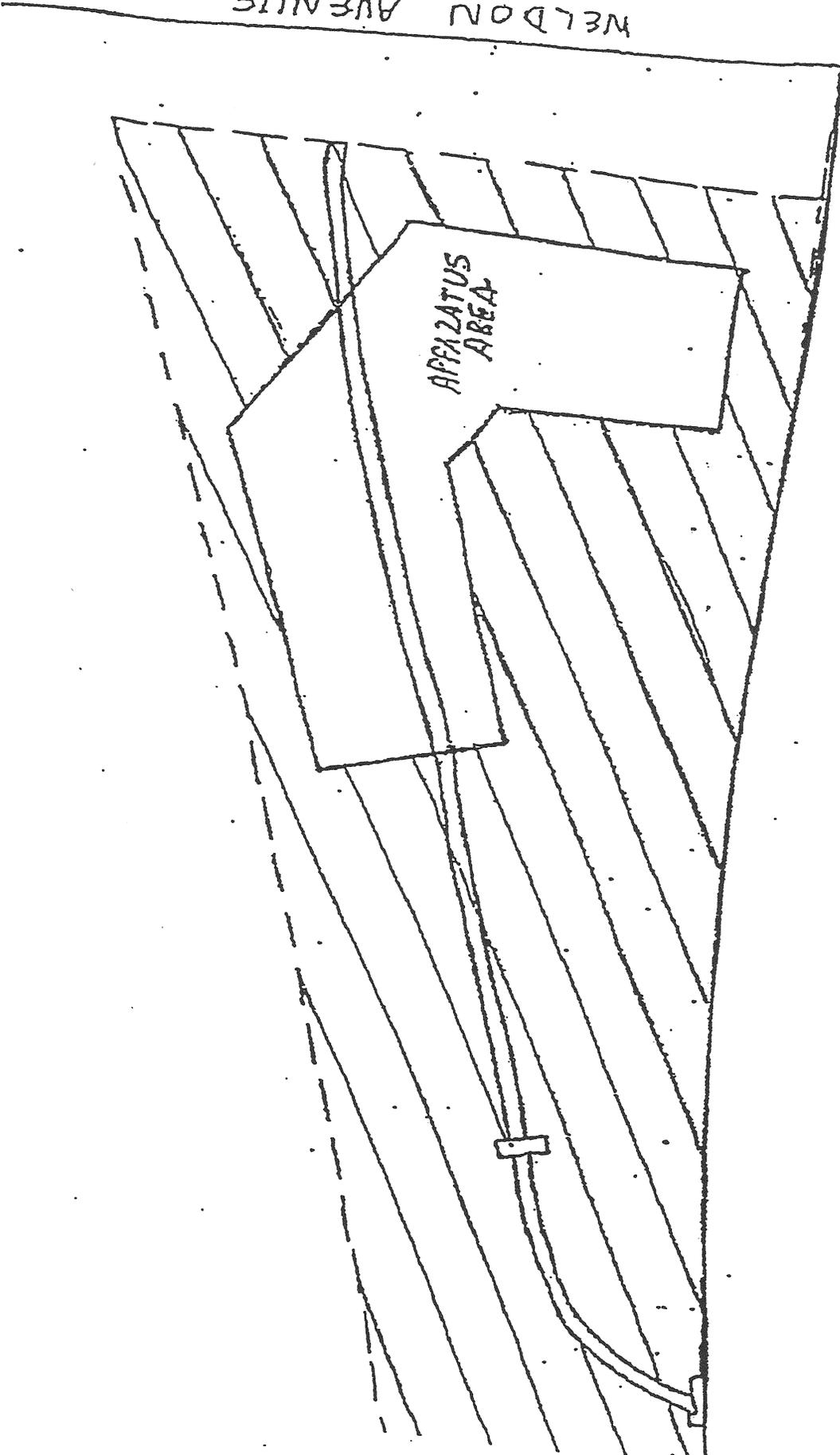
(E.M.)

WELDON AVENUE

APPALZATUS
AREA

ELK STREET

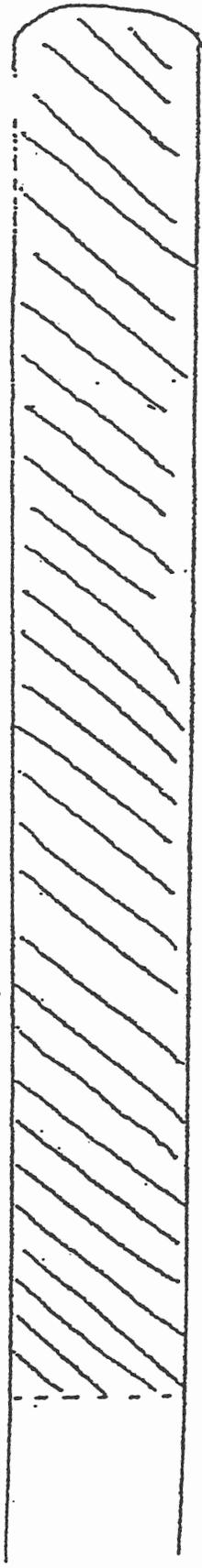
10/5



680 TYSON AVE.



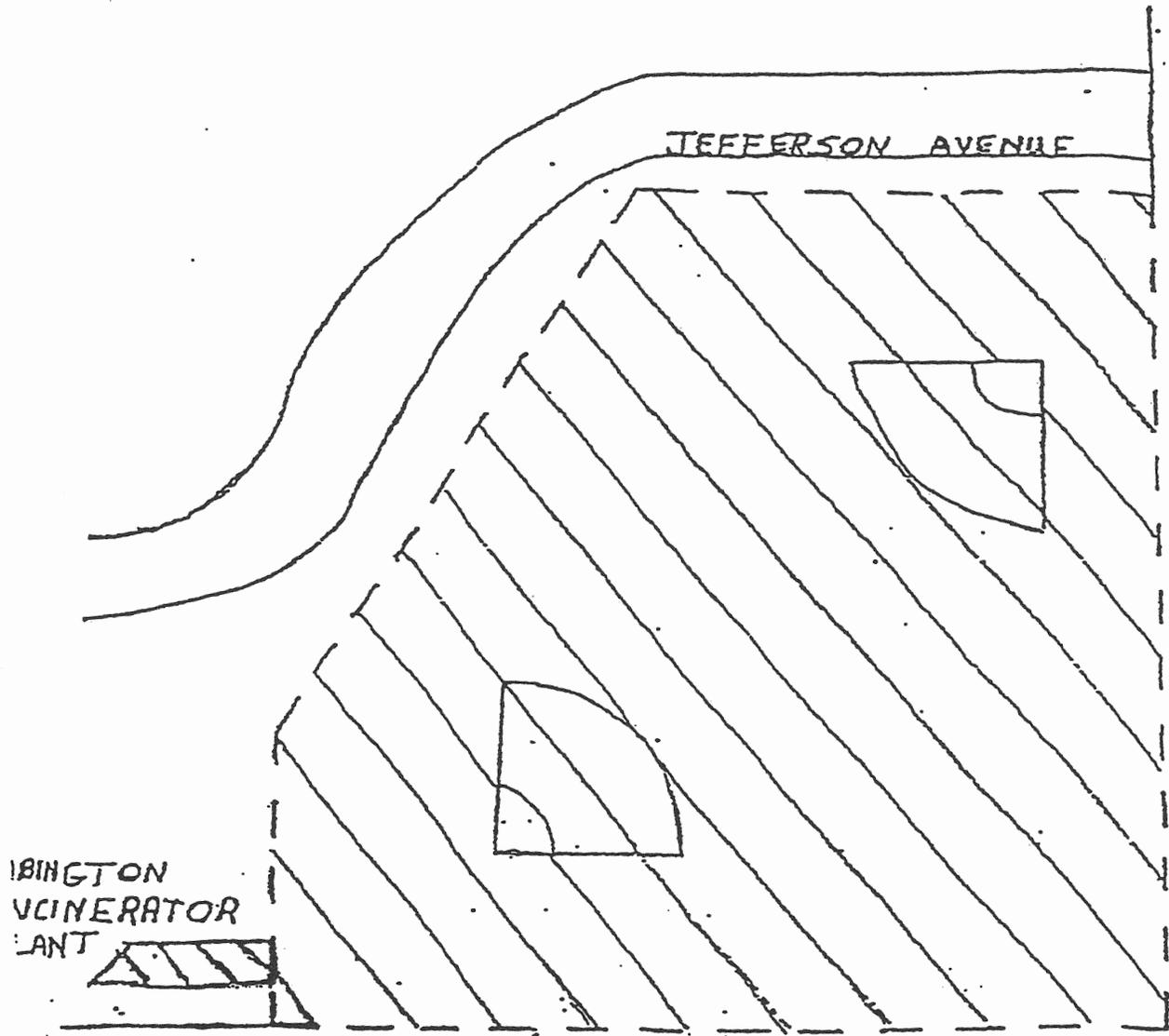
← TYSON AVE North



TYSON AVE South →

3 TYSON AVE



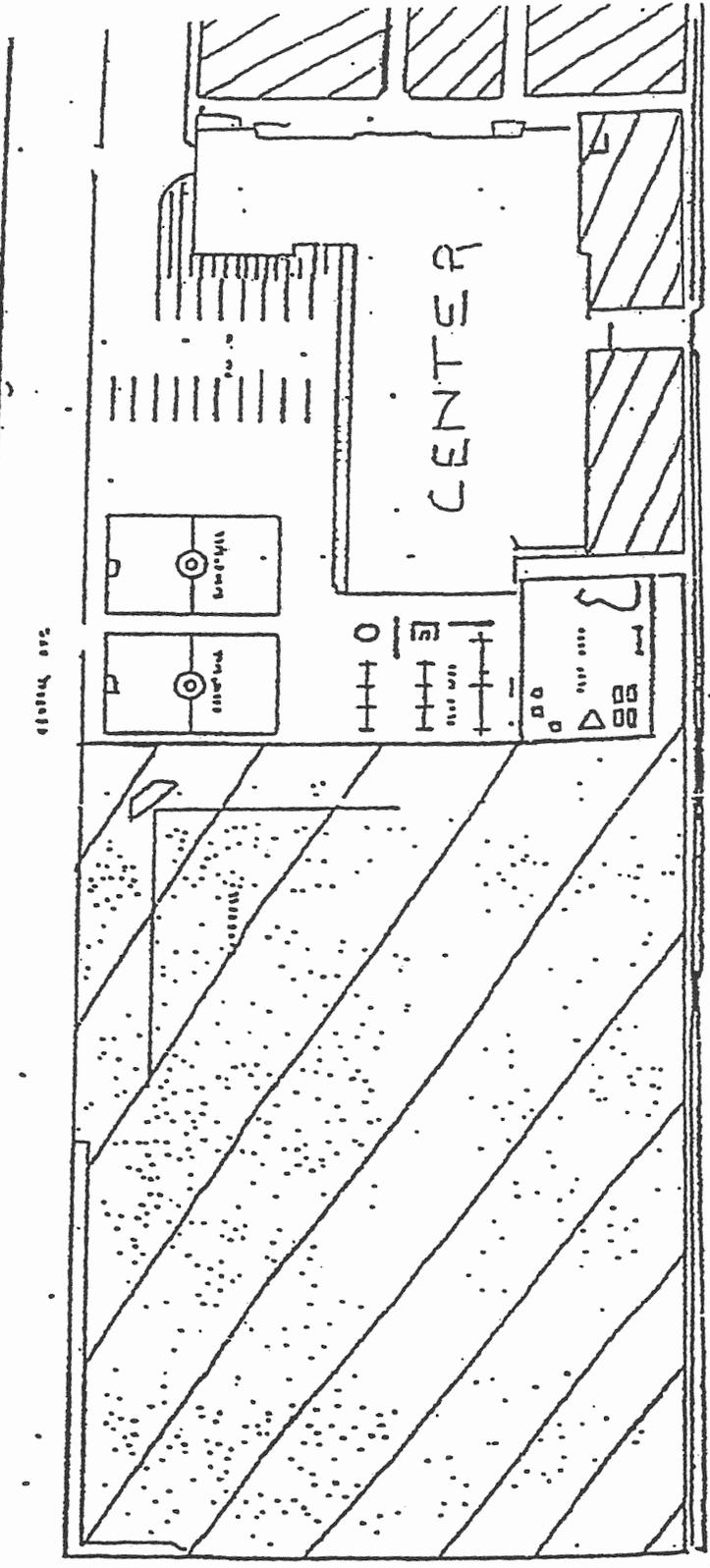


CONWAY EI
12-10C

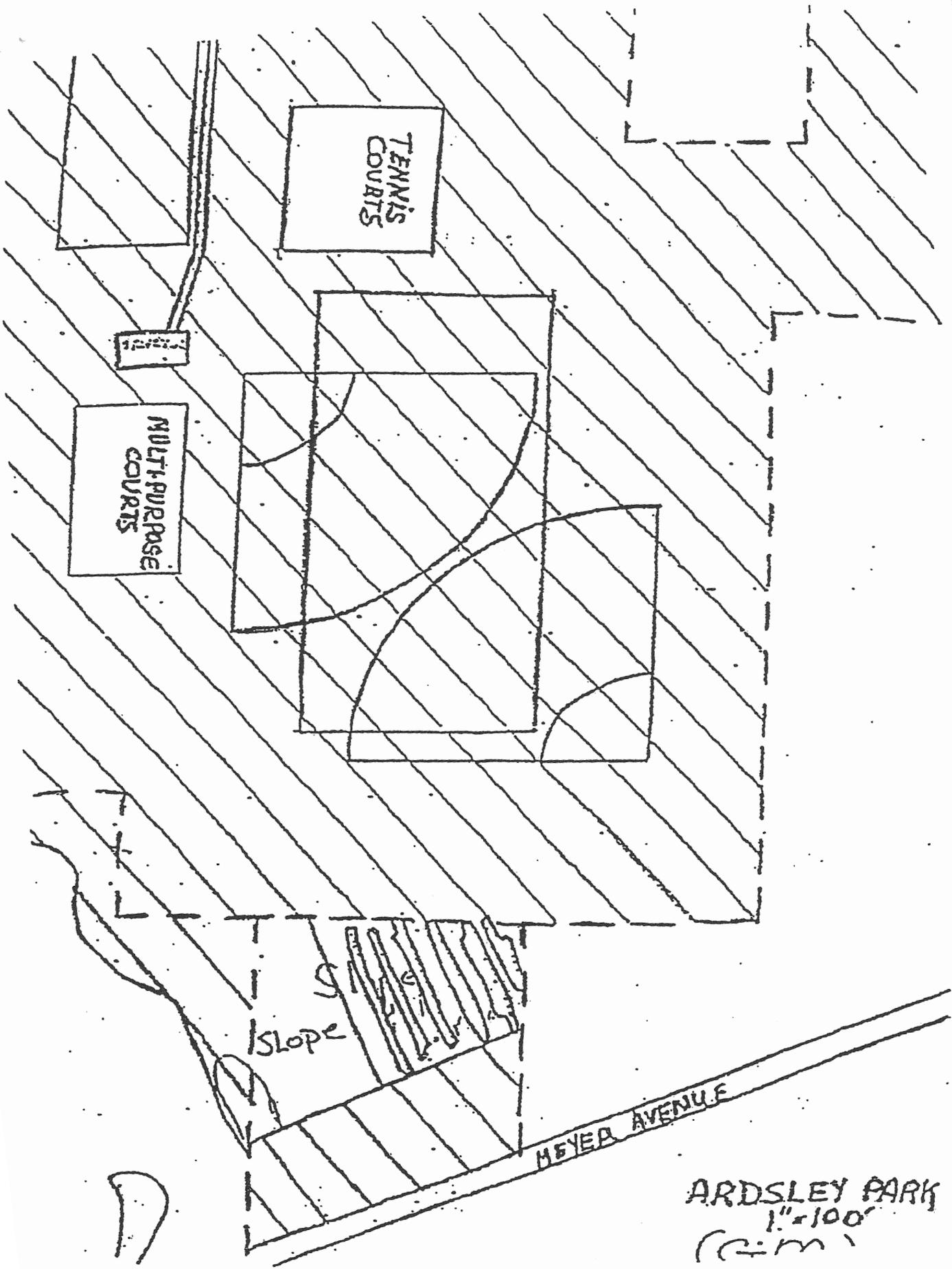
ARDSLEY COMMUNITY

EDUCATION CENTRE (GM)*

* includes utility right-of-way
around the complex.



X



TENNIS
COURTS

MULTI-PURPOSE
COURTS

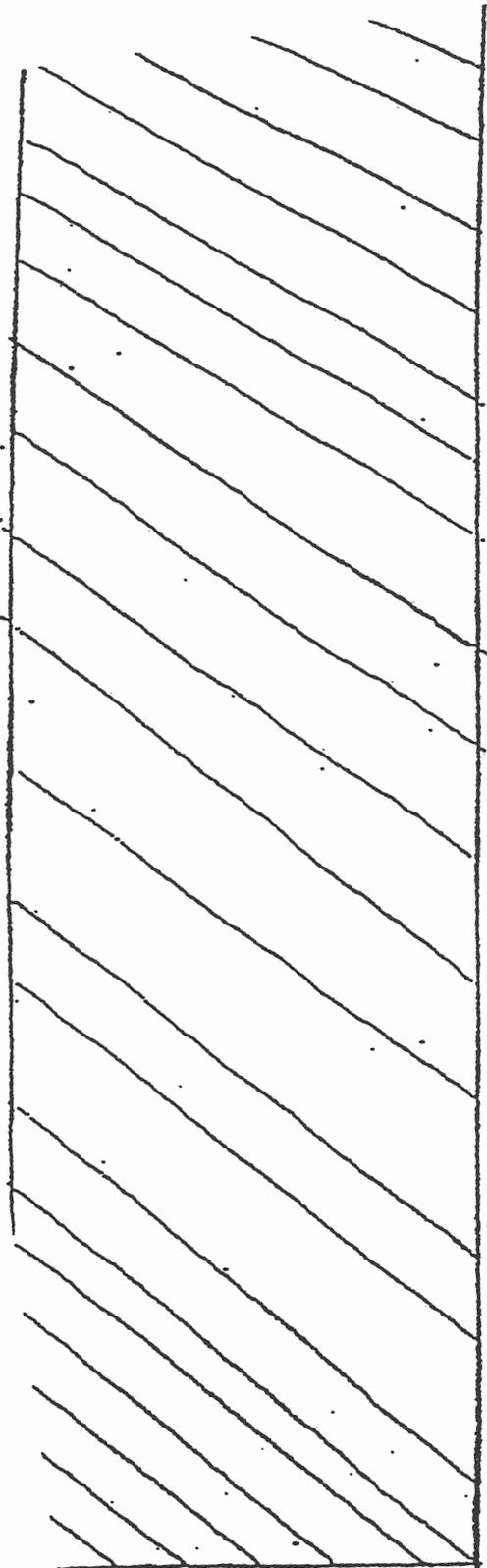
SLOPE

SLOPE

MEYER AVENUE

ARDSLEY PARK
1" = 100'
(C.M.)

TO ↗
Highway Garage



area
to be
cut ↙

Schaeff
Road

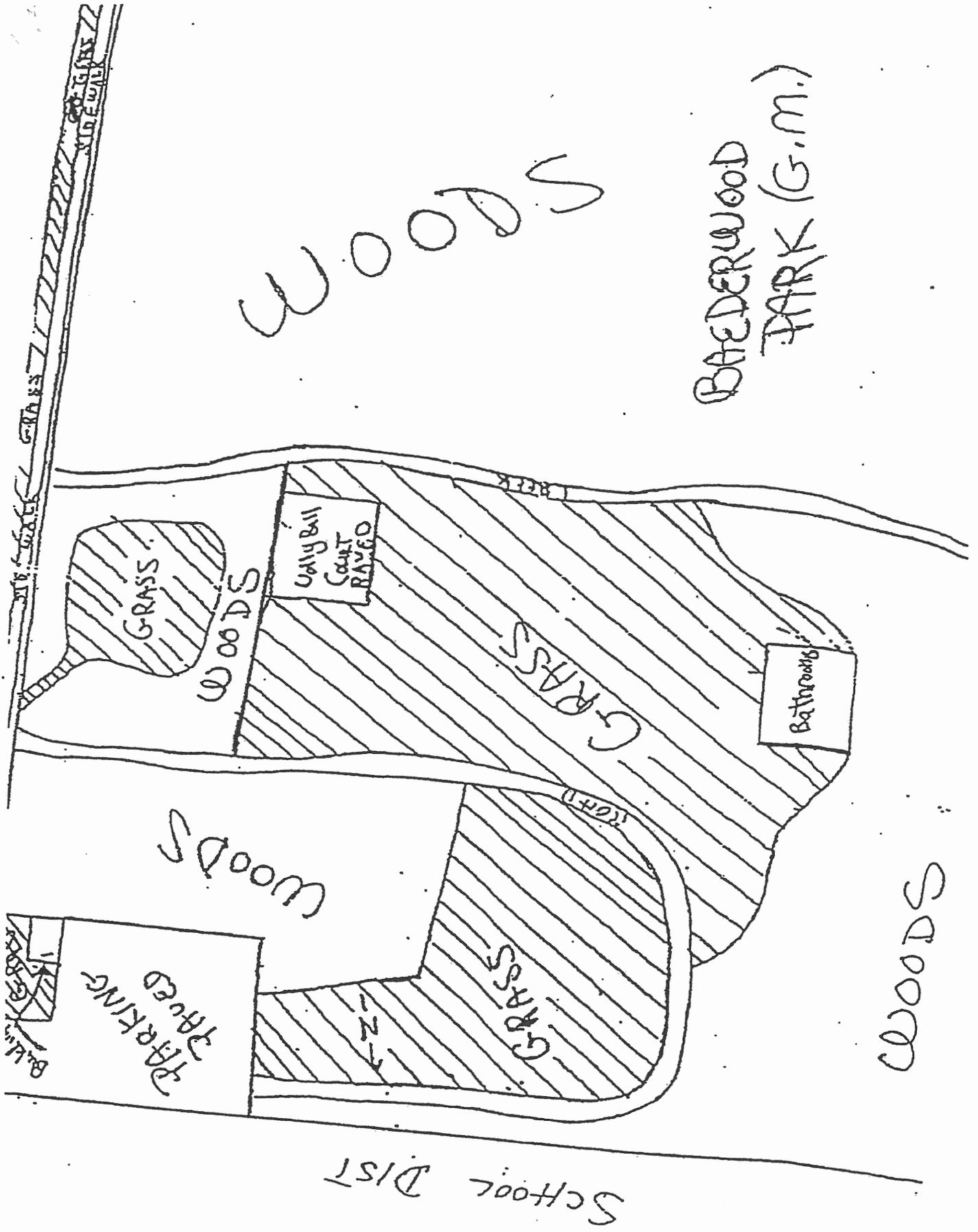
ARBUTA
ROAD

ARBUTA ROAD
PROPERTY (G.M.)

End of fence

PRIVATE
PROPERTY

TO ↘



BAEDERWOOD
PARK (G.M.)

WOODS

GRASS

WOODS

TENNIS COURT

GRASS

BATHROOMS

WOODS

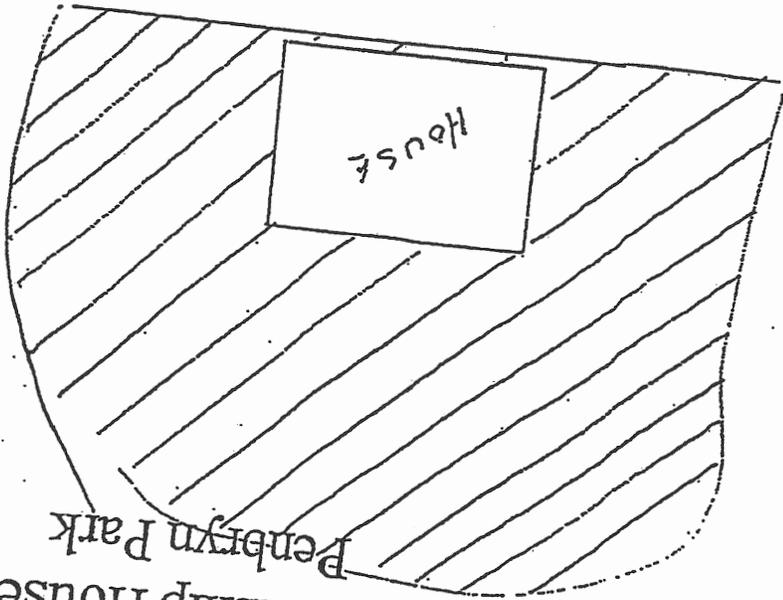
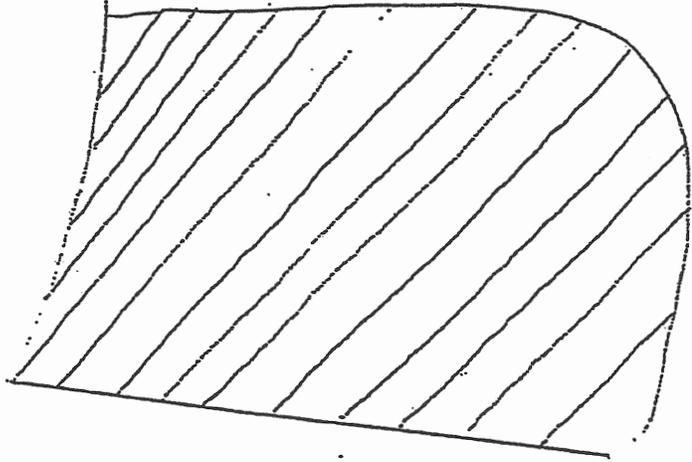
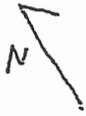
PARKING STAGED

SCHOOL DIST

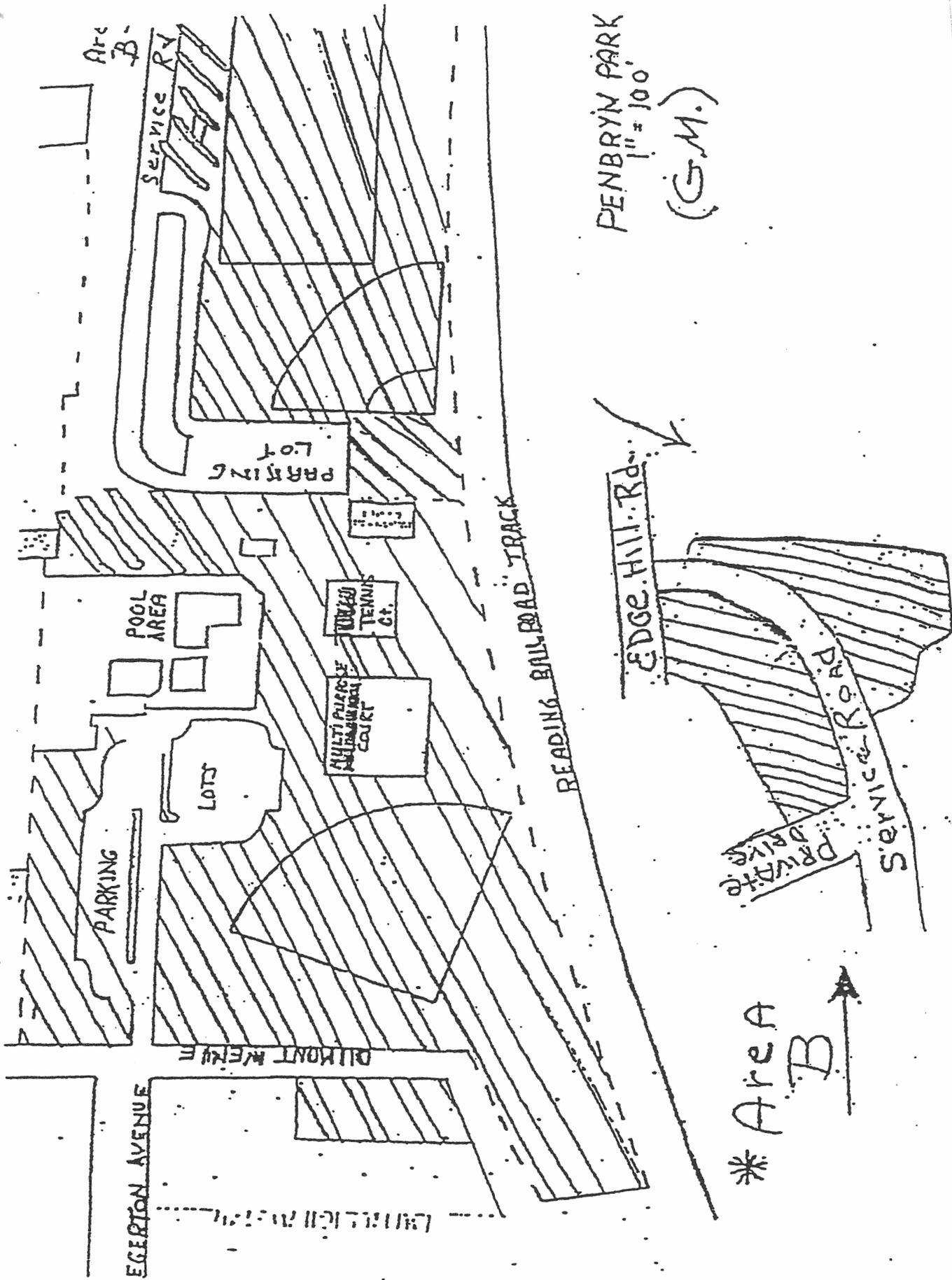
GRASS

WOODS

EDGEHILL
RD.

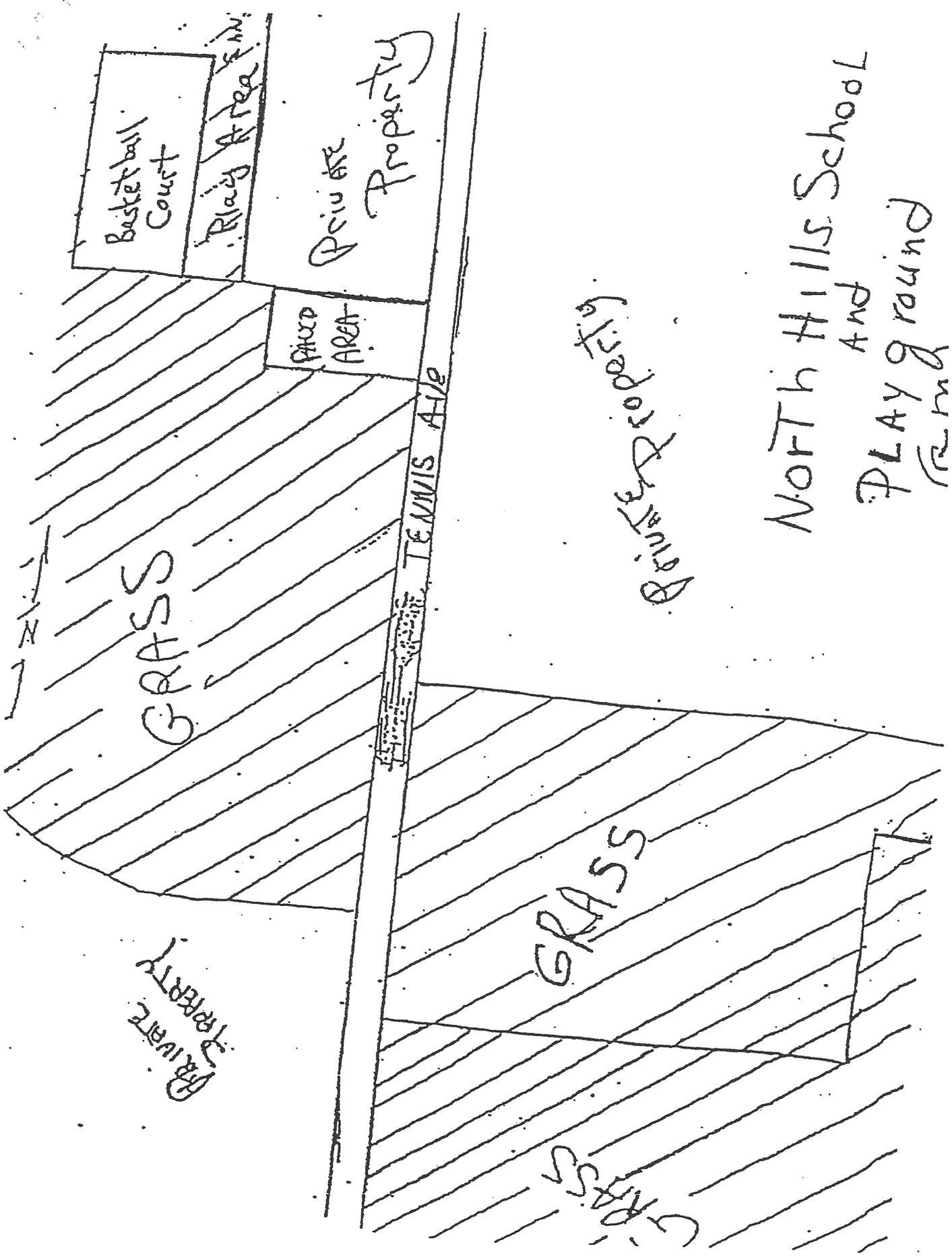


Township House
Penbryn Park



PENBRYN PARK
 1" = 100'
 (G.M.)

* Area B



Basketball Court

Play Area

Private Property

Paved Area

TENNIS AVE

GRASS

GRASS

Private Property

Grass

Private Property

North Hills School
And
PLAY ground

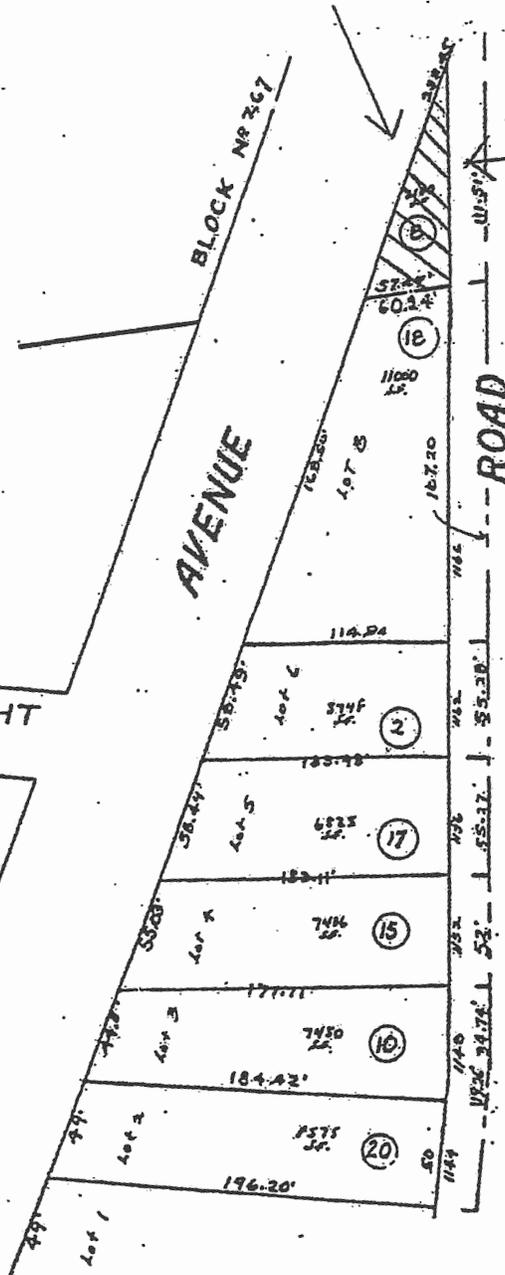
BLOCK N^o 268

ALBRIGHT
AVE.

AVENUE

BLOCK N^o 267

Triangle Area
Tyson Ave. & Edgehill



KENT
RD.

BLK N^o 279

GUERNSEY
RD.

ROAD

GROVE
PROPERTY (G.M.)

ON ROAD

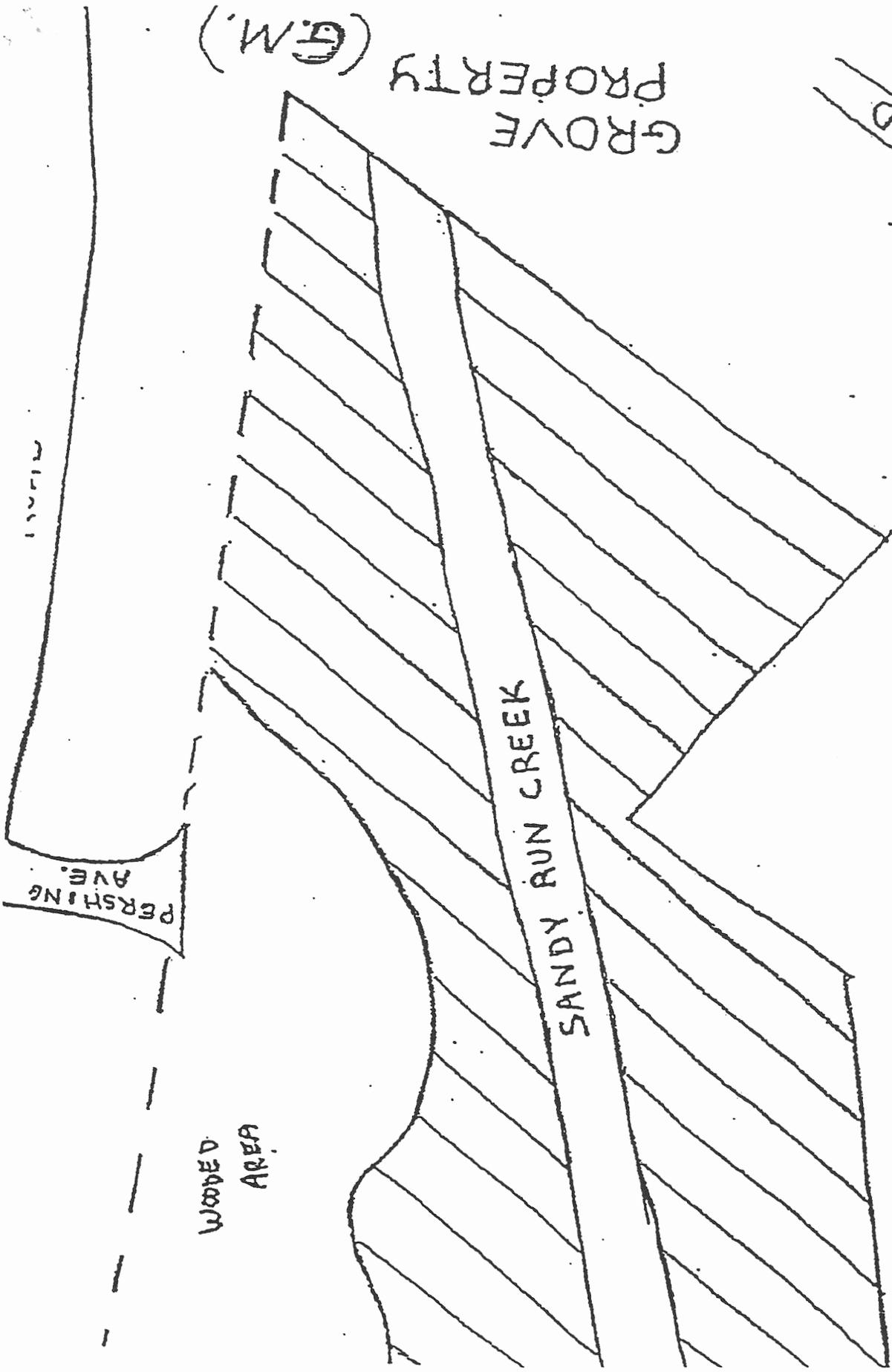
AVE

SANDY RUN CREEK

WOODED
AREA

PERSHING
AVE.

1971



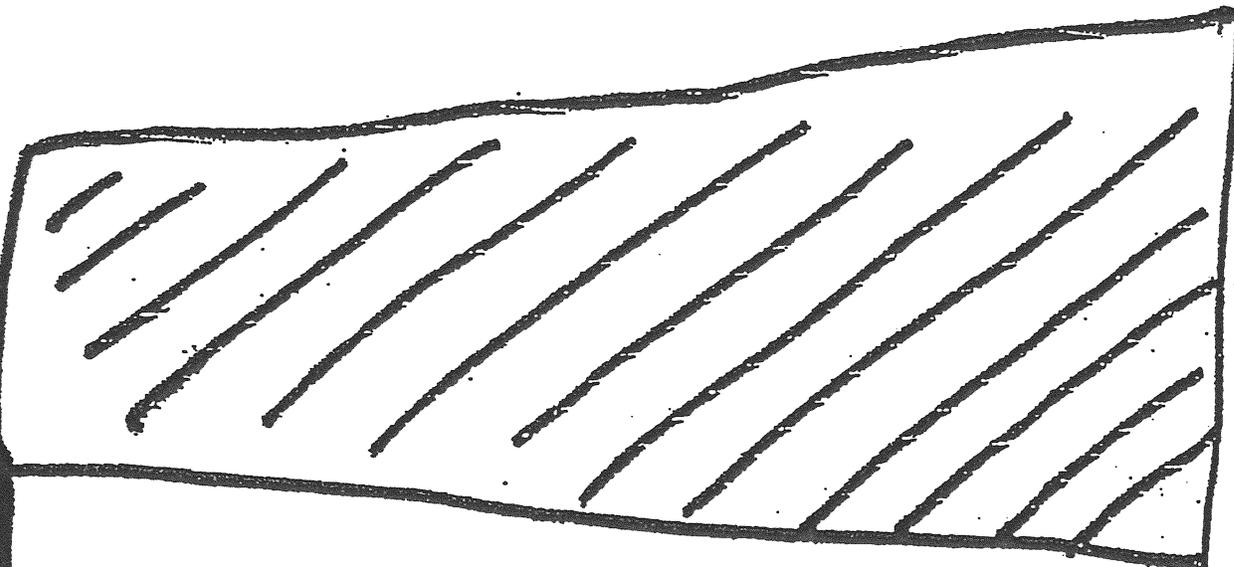
Hieth rd.

width

FRONT APPROX 45'

REAR APPROX 10'

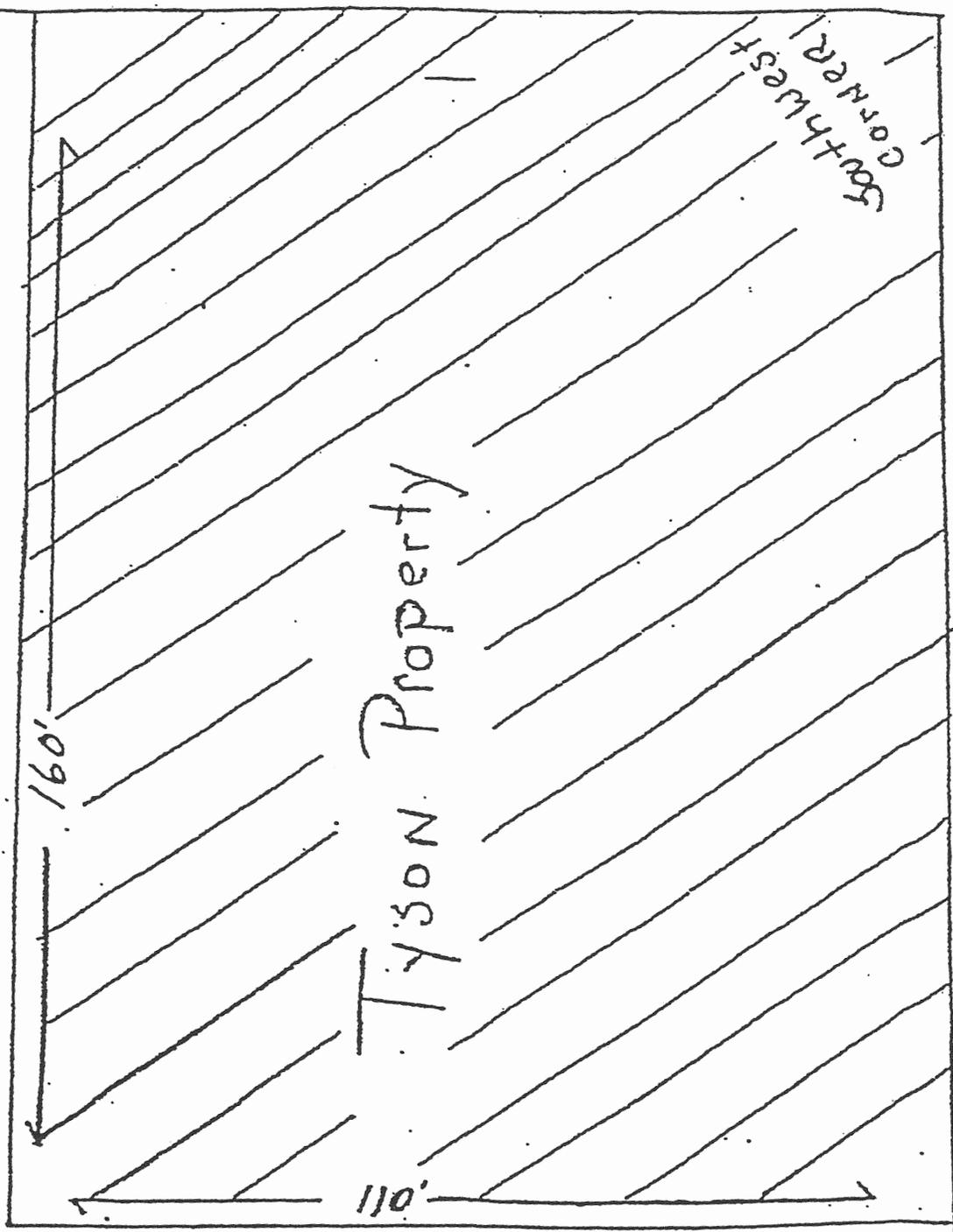
LENGTH APPROX 265'



1855
WOODLAND

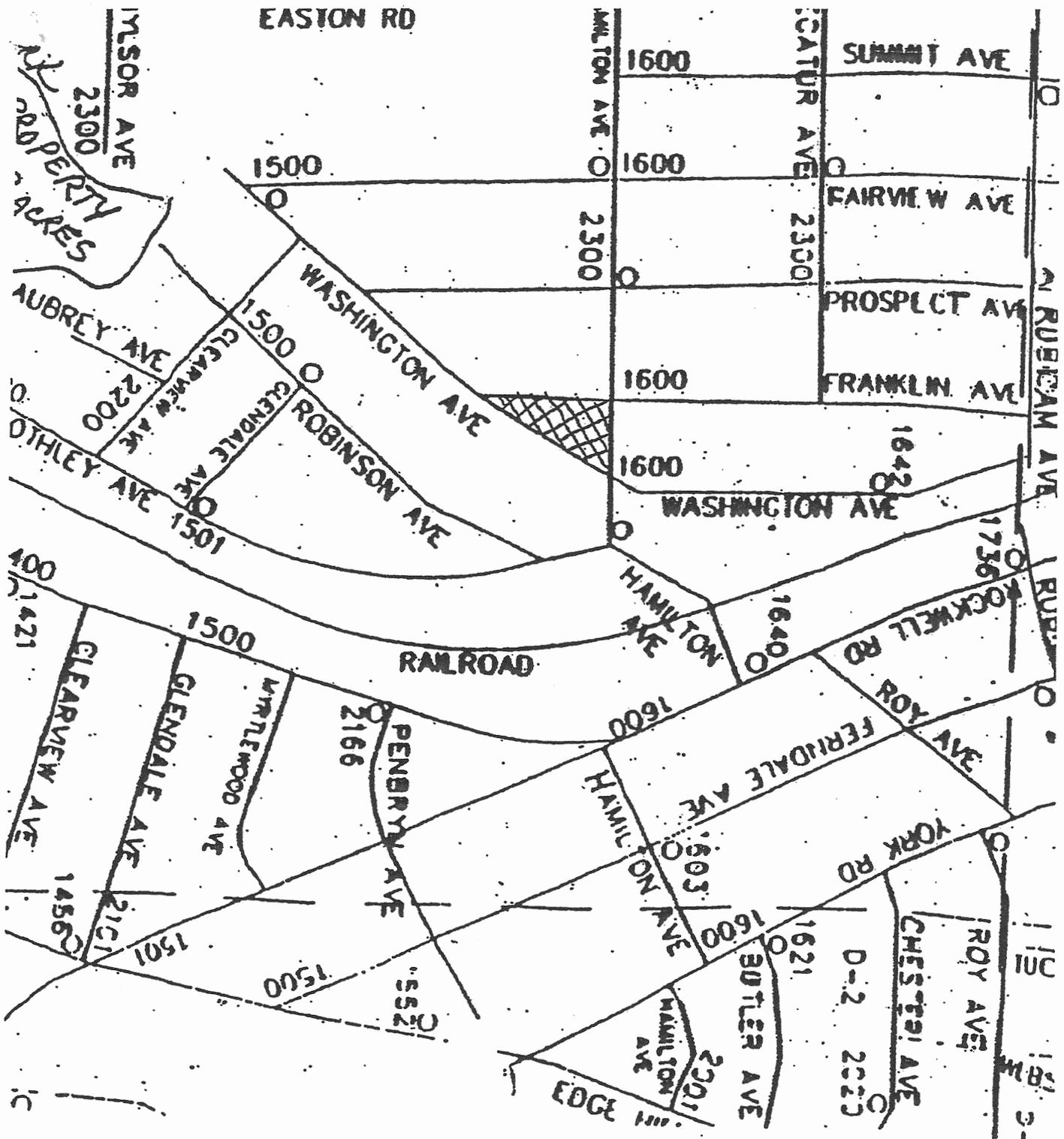
1849
WOODLAND

Keith Rd.



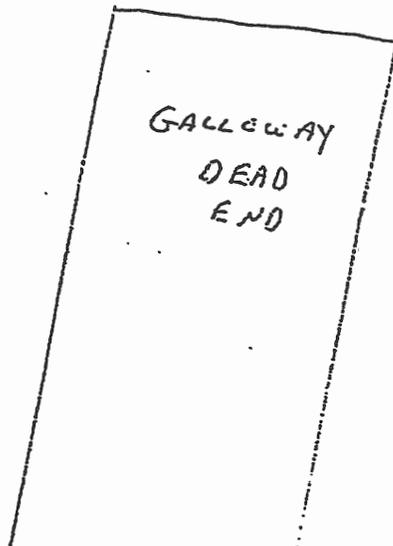
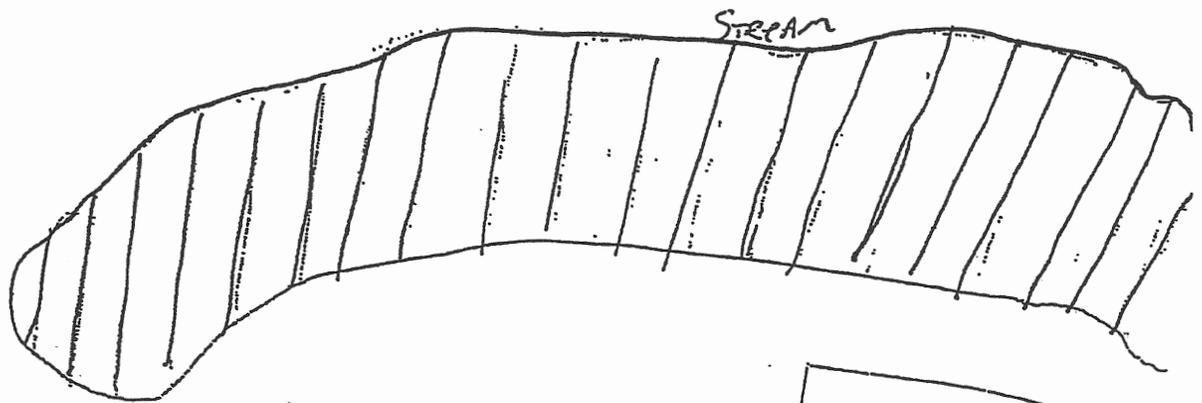
Tyson Property

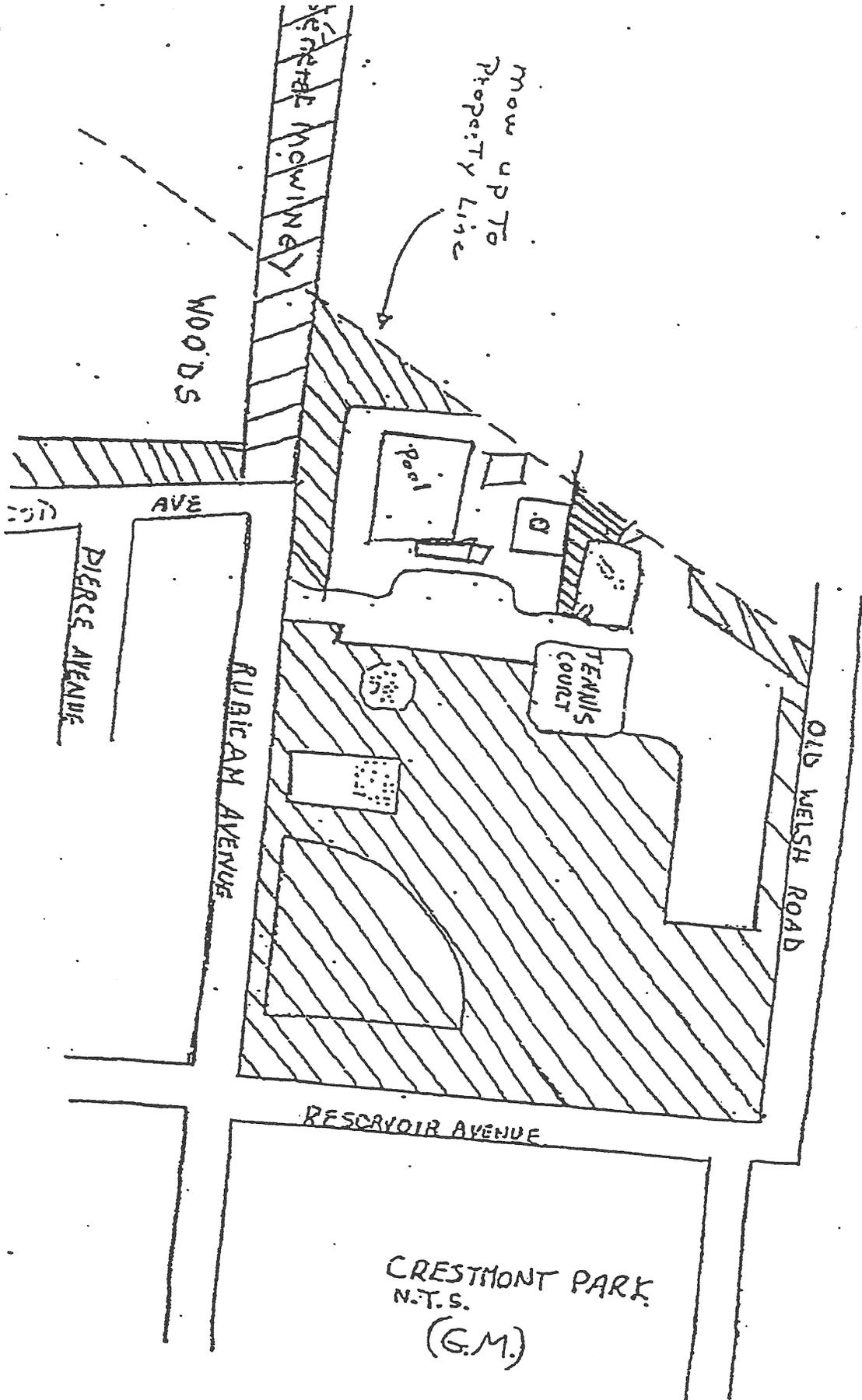
HIGHLAND AVE (S.W.)



Franklin & Hamilton Traffic Triangle
(GM)

GALLOWAY DEAD END





WOODS

now up to
Property Line

GENERAL MOWING

pool

TENNIS COURT

OLD WELSH ROAD

RUBICAN AVENUE

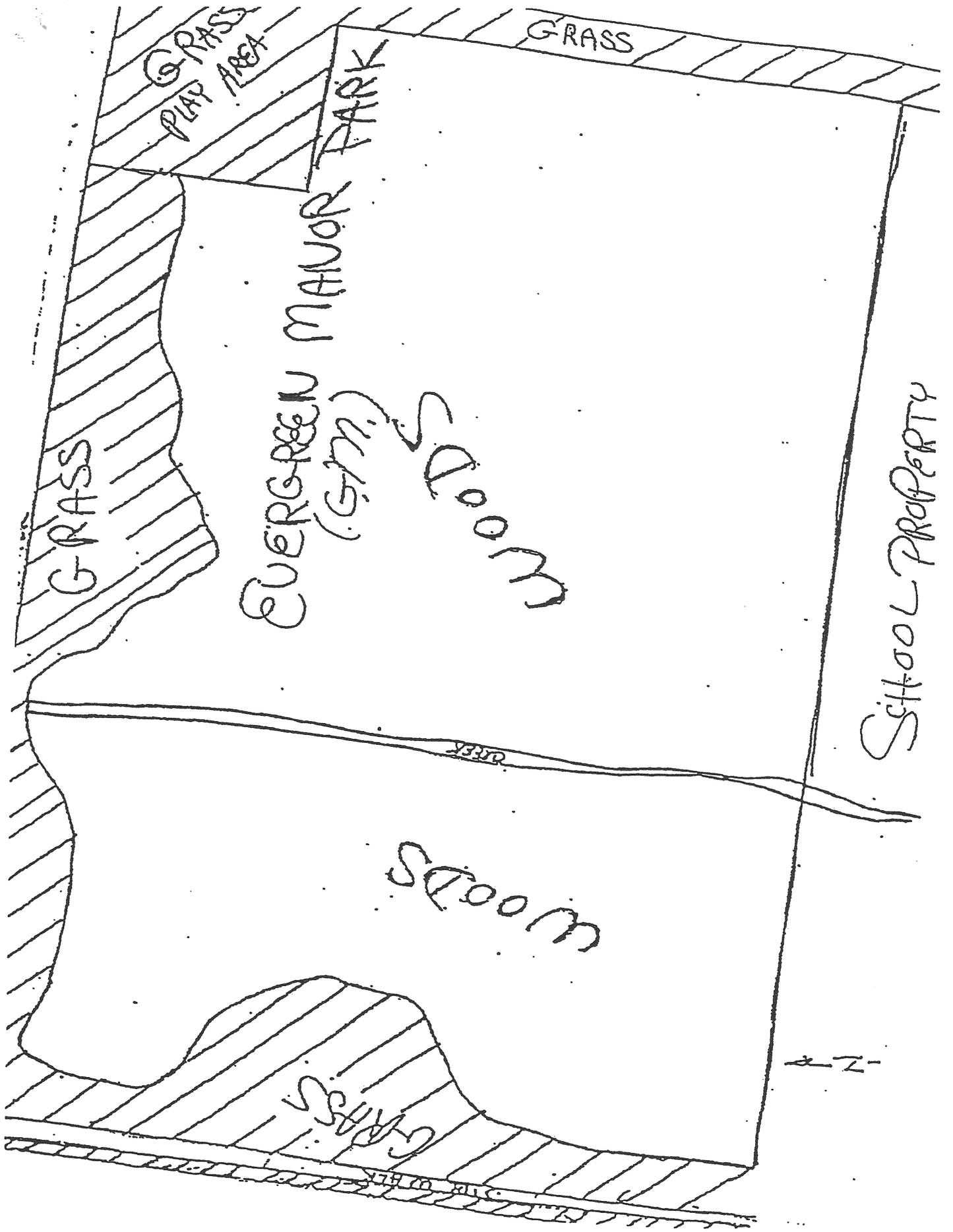
RESERVOIR AVENUE

PIERCE AVENUE

AVE

100

CRESTMONT PARK
N.T.S.
(G.M.)



GRASS

GRASS
PLAY AREA

GRASS

EVERGREEN MANOR PARK
(G.M.P.)

WOODS

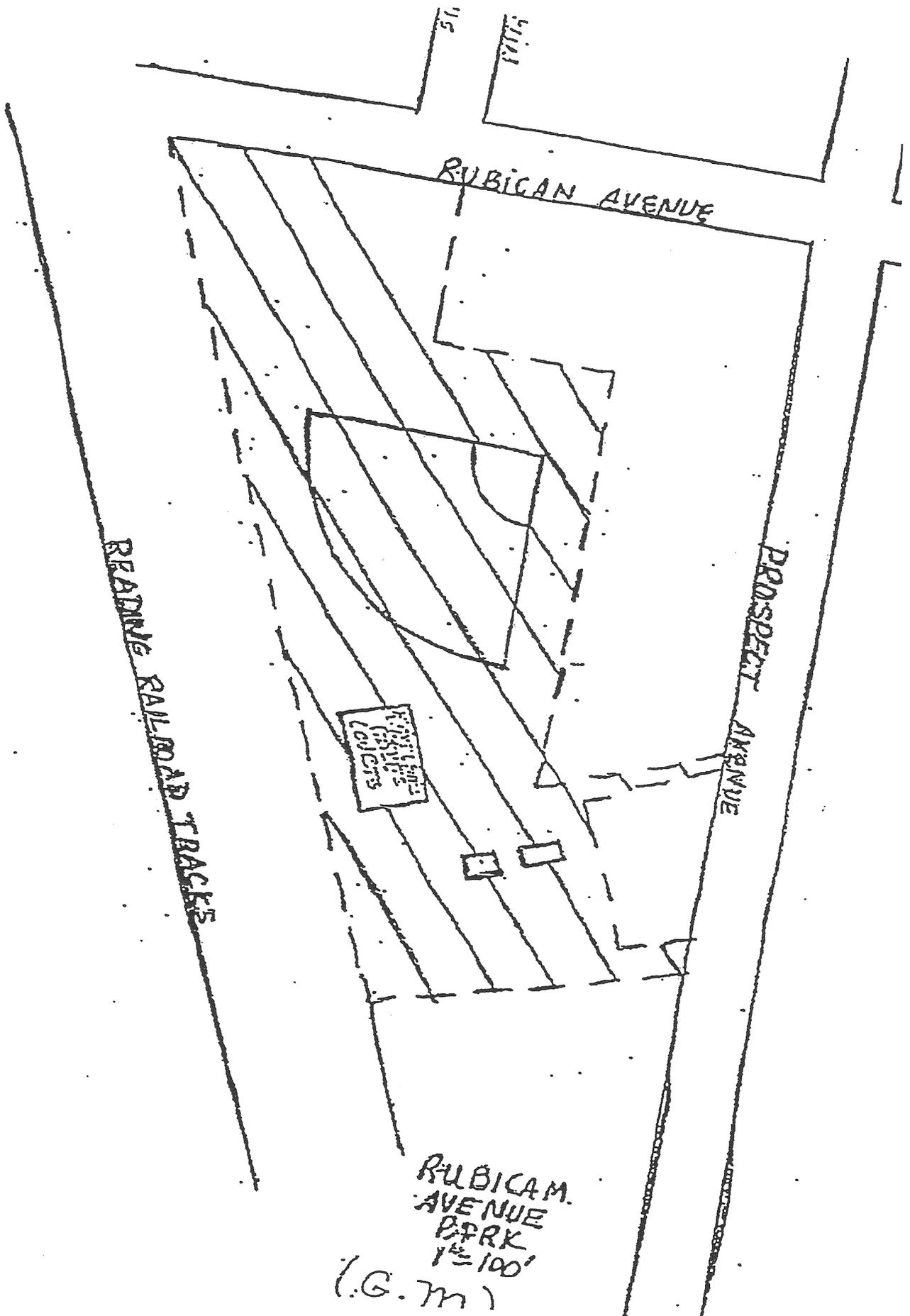
WOODS

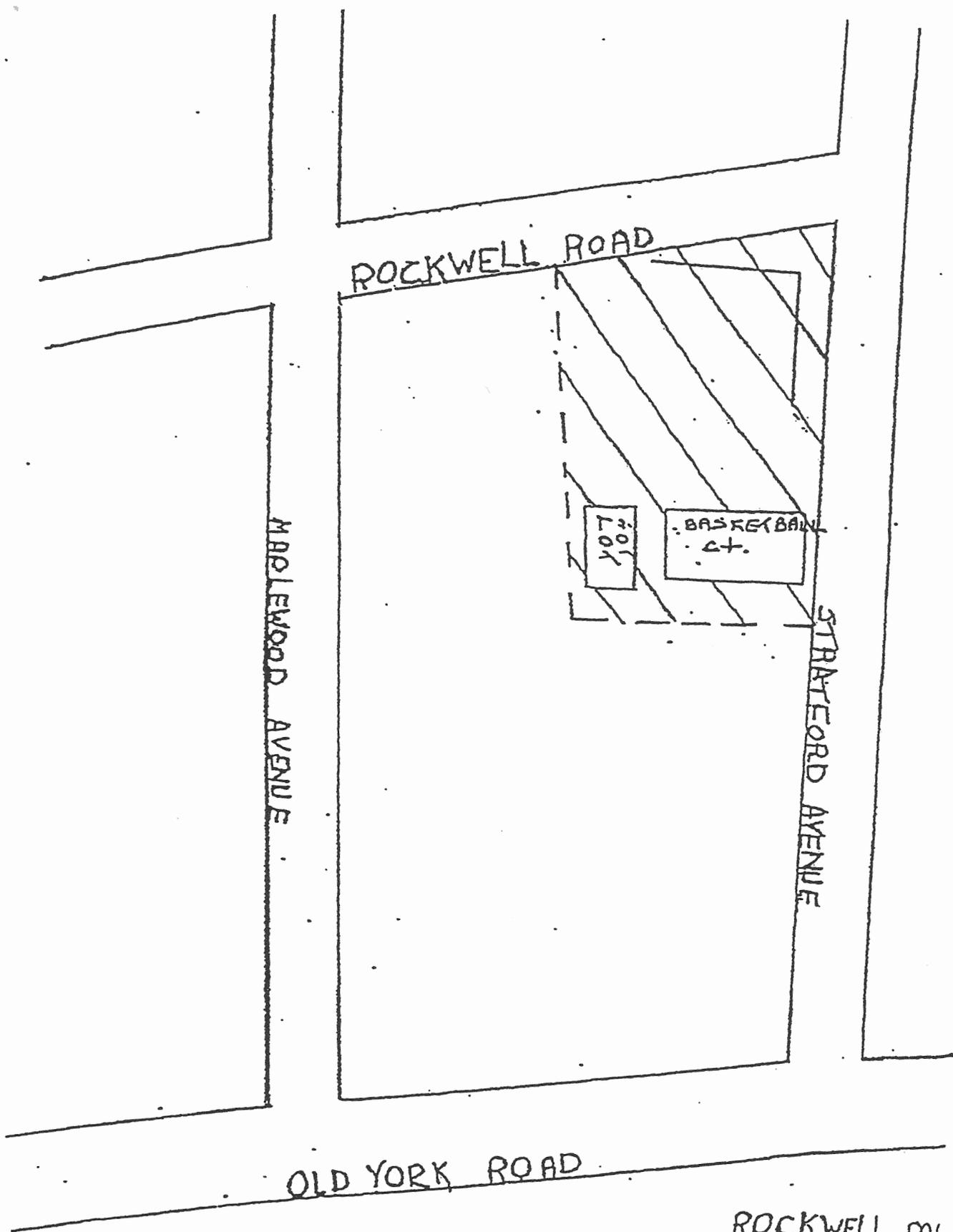
SCHOOL PROPERTY

ROAD

GRASS

→





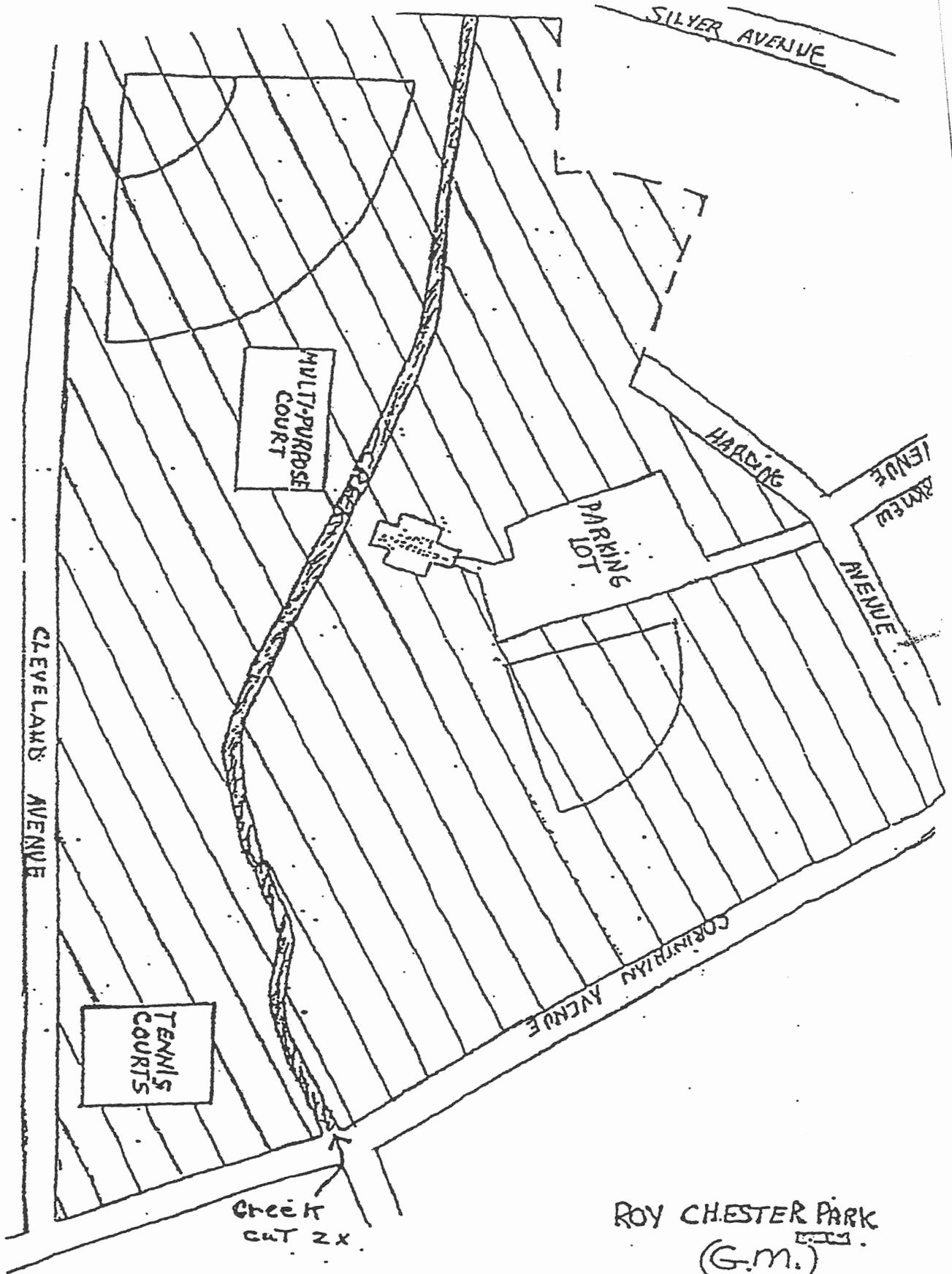
ROCKWELL ROAD

MAPLEWOOD AVENUE

STRATFORD AVENUE

OLD YORK ROAD

ROCKWELL PAI
1" = 100'
(G.M)



SILVER AVENUE

MULTI-PURPOSE COURT

PARKING LOT

RESTROOMS

HARDING AVENUE

AVENUE

CLEVELAND AVENUE

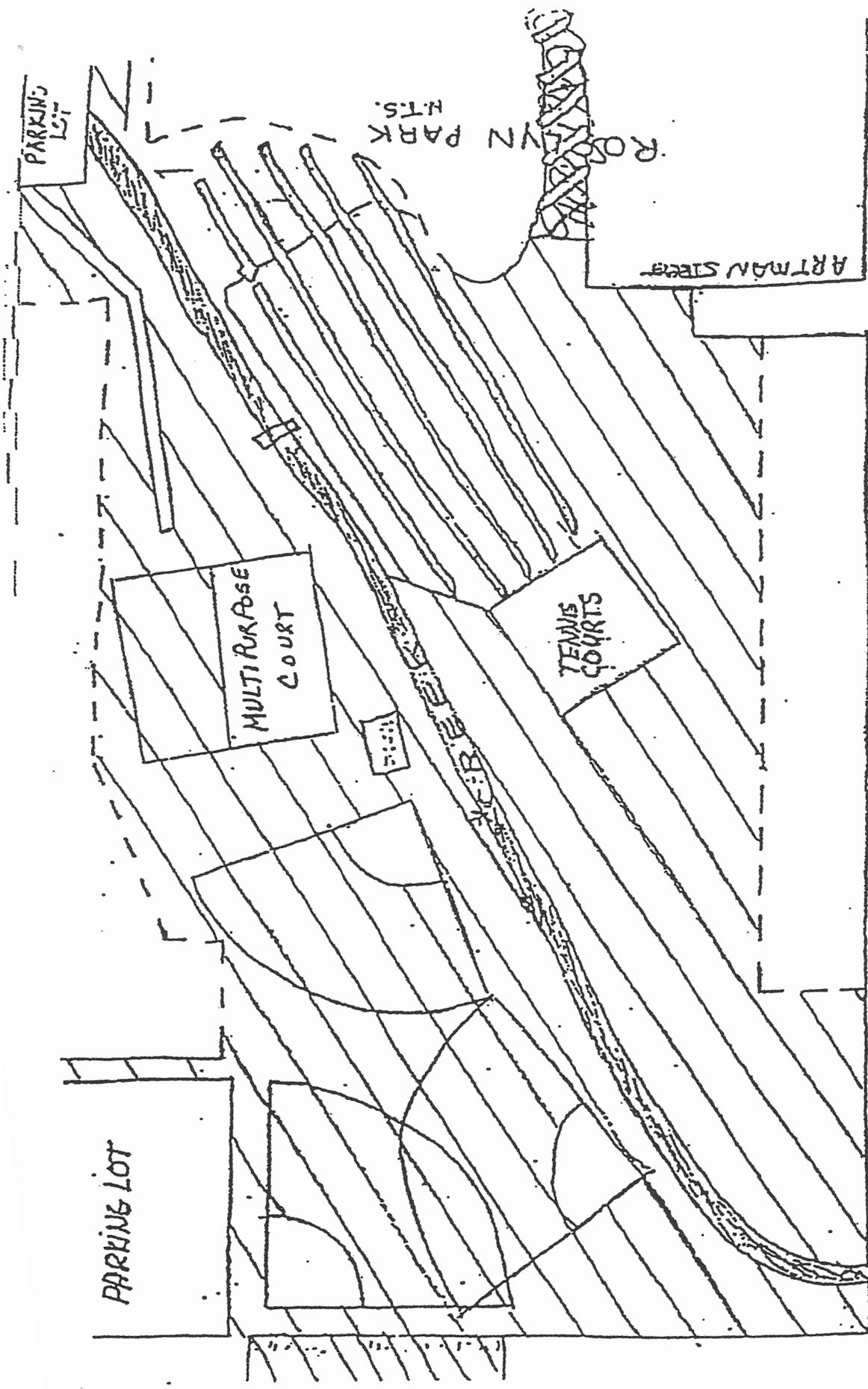
TENNIS COURTS

CORBIN AVENUE

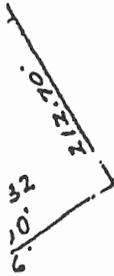
Creek cut 2x

ROY CHESTER PARK (G.M.)

Creek (cut 2x)



Roslyn Park
10



③

Area = 36 ± Ac.
Alpha #157

Woodland Road Triangle
(GM)

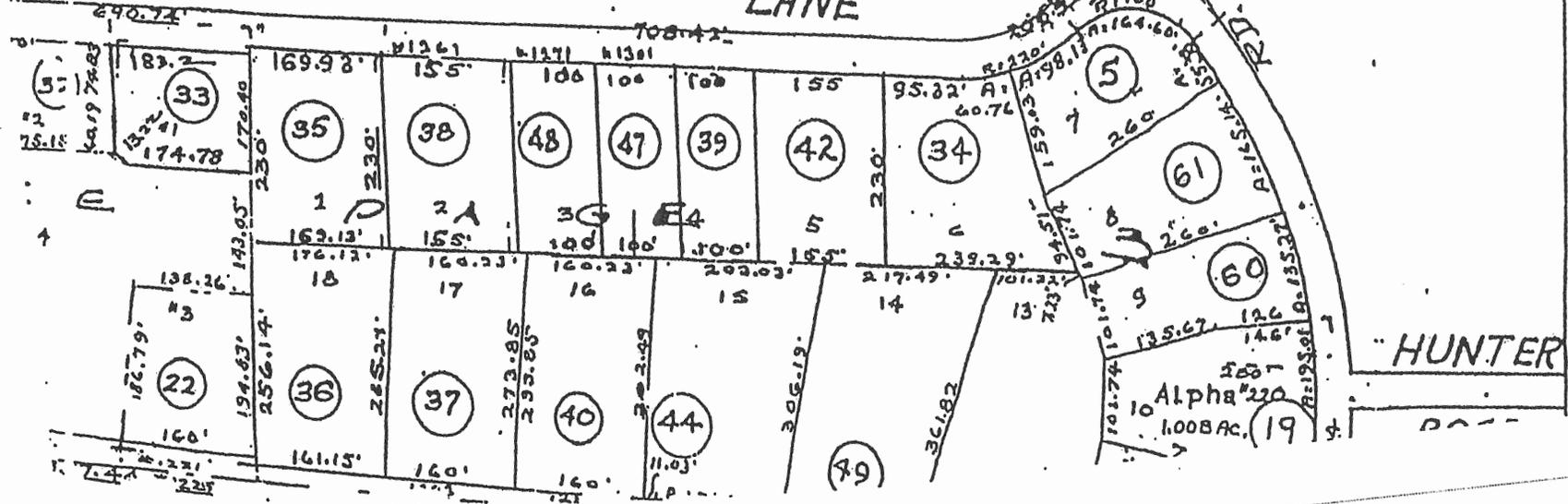
#1600
WOODLAND

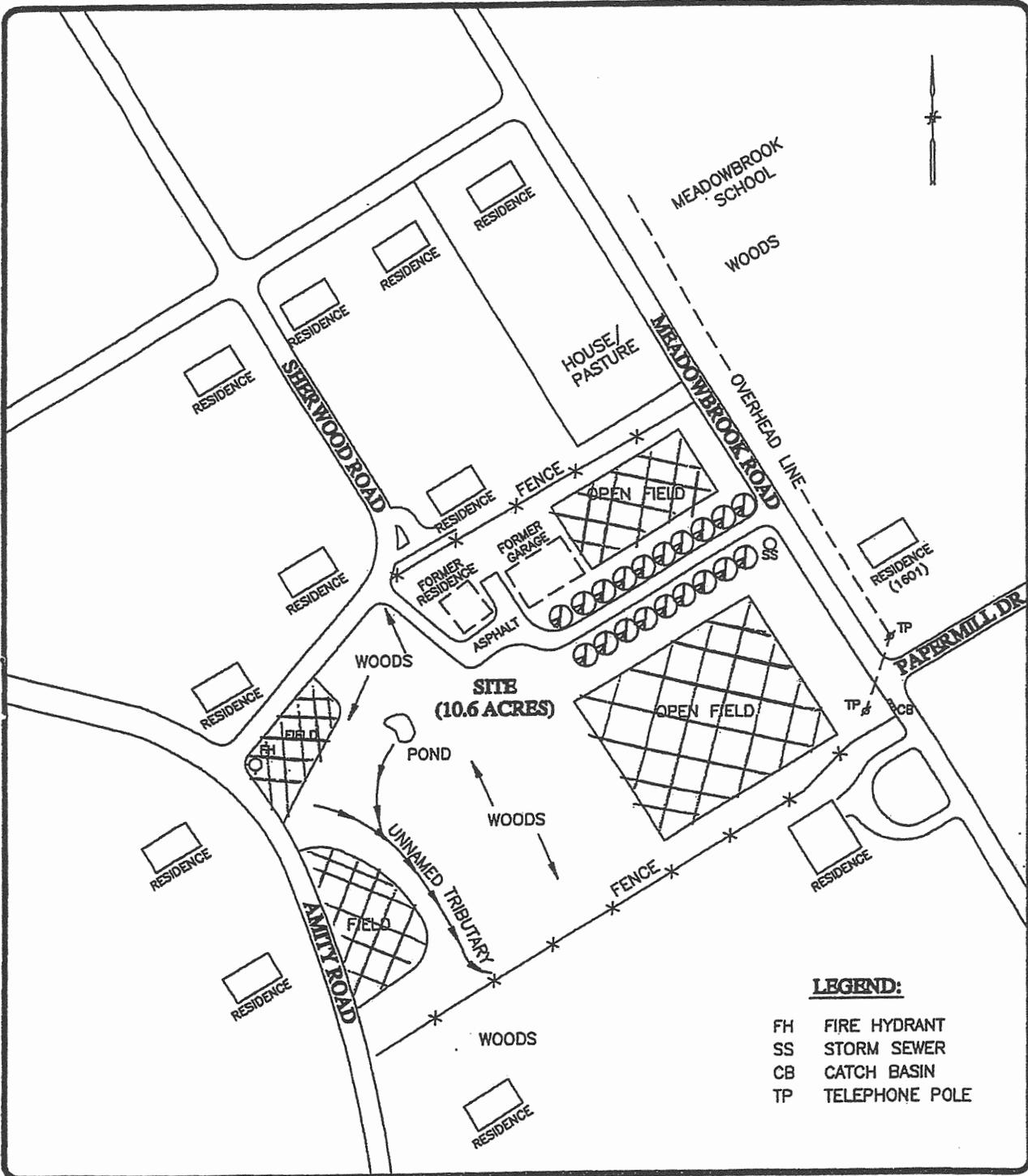
ROAD

BLOCK No 2

CHUOL

LANE





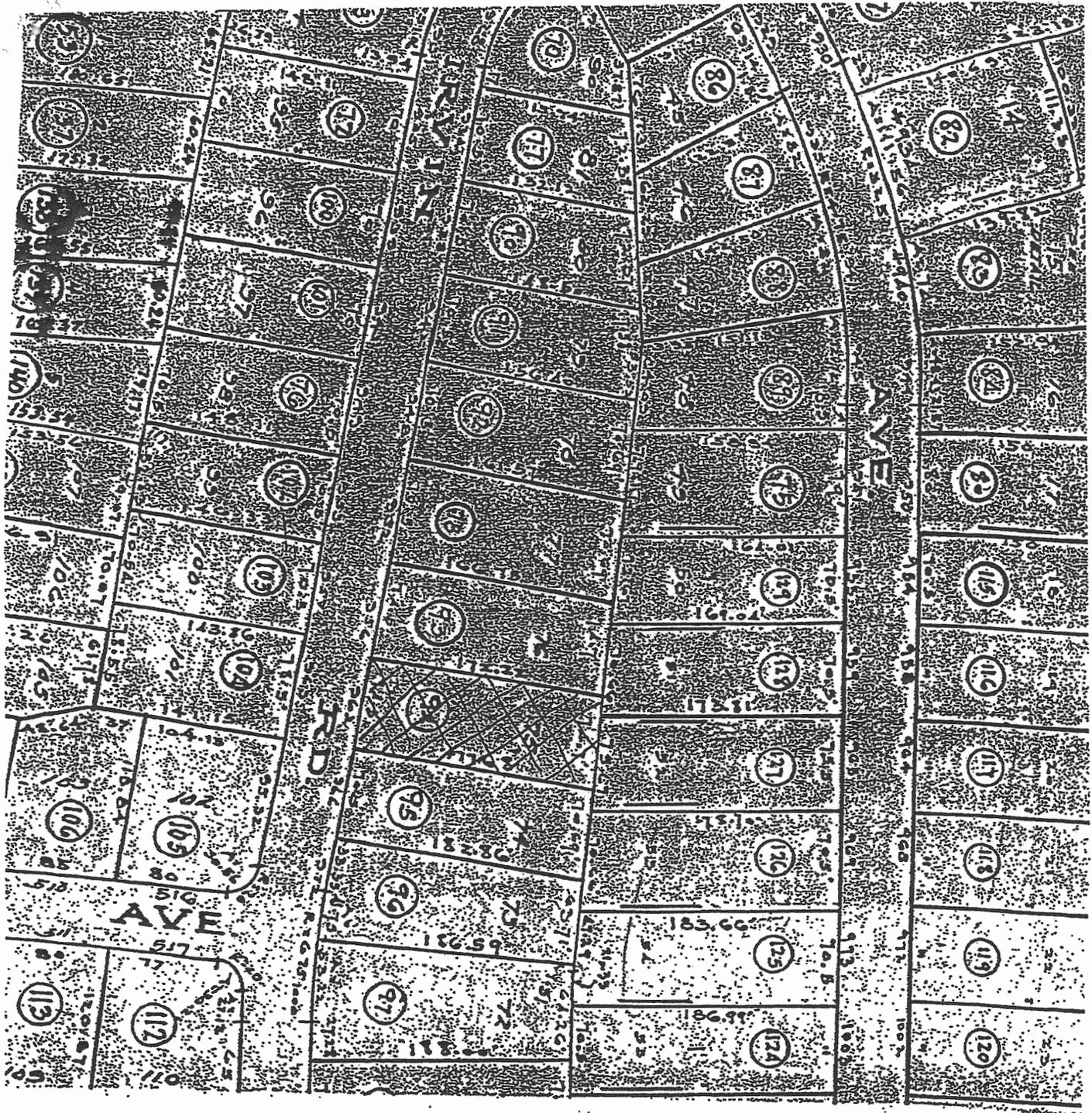
LEGEND:

- FH FIRE HYDRANT
- SS STORM SEWER
- CB CATCH BASIN
- TP TELEPHONE POLE

SITE MAP
PHASE I ENVIRONMENTAL
SITE ASSESSMENT
 ABINGTON TOWNSHIP
 1606 MEADOWBROOK ROAD
 MEADOWBROOK, PA 19046

FM

JACKSON PARK



GABE TAYAR PARK

962 Irvin Road
(GM)

SUSQUEHANNA ST. RD

FAIRWAY SHOPPING CENTER

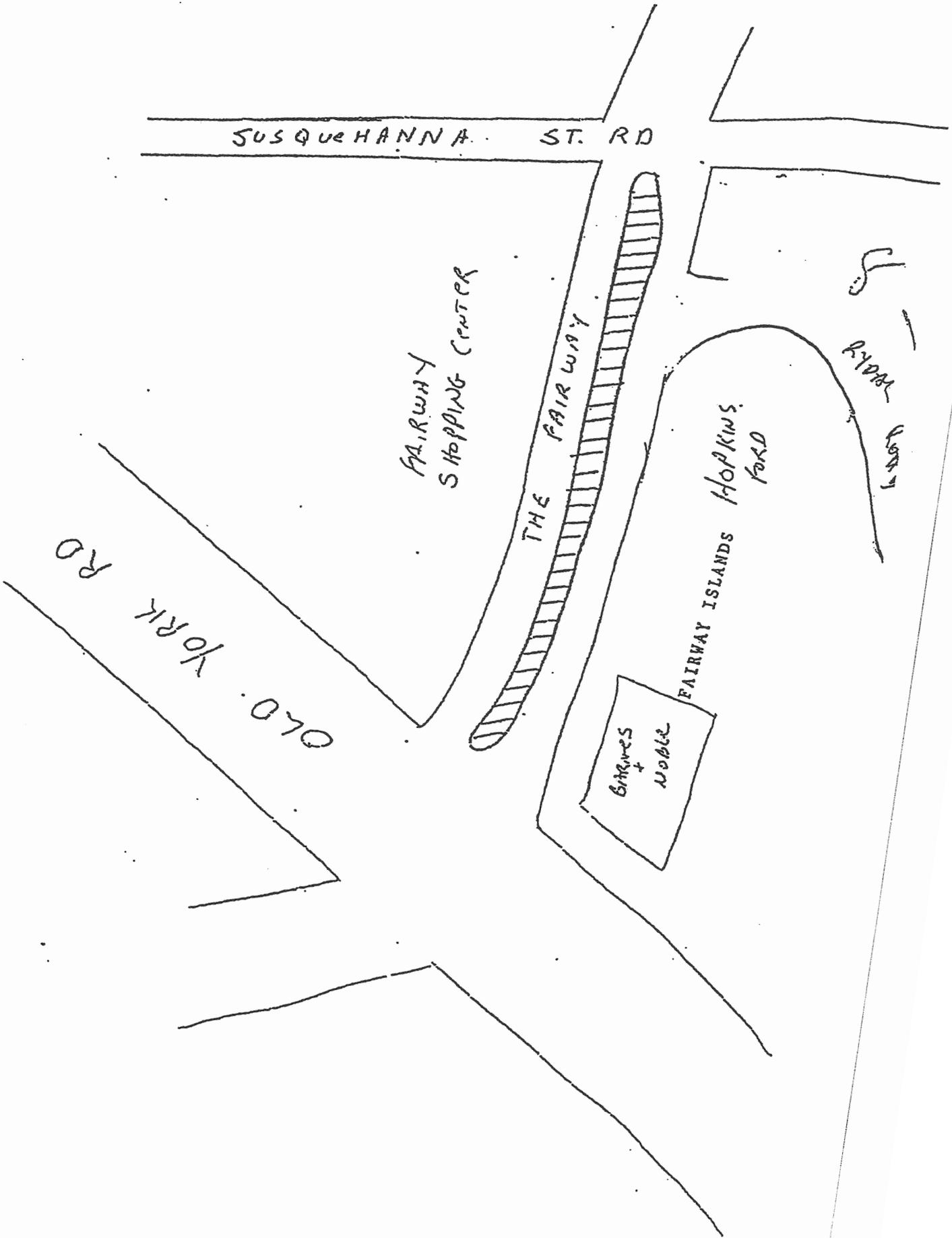
THE FAIRWAY

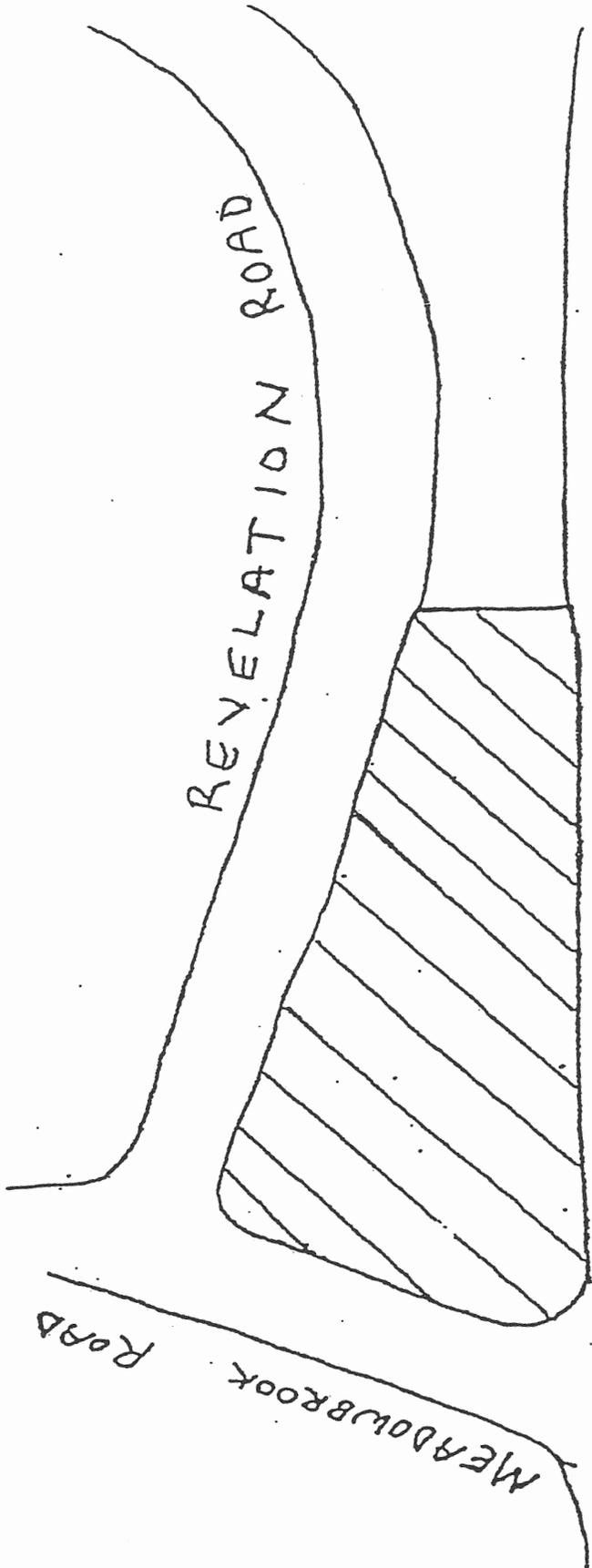
FAIRWAY ISLANDS HOPKINS FORD

RYAN ROAD

OLD YORK RD

BIRNES + NOBLE

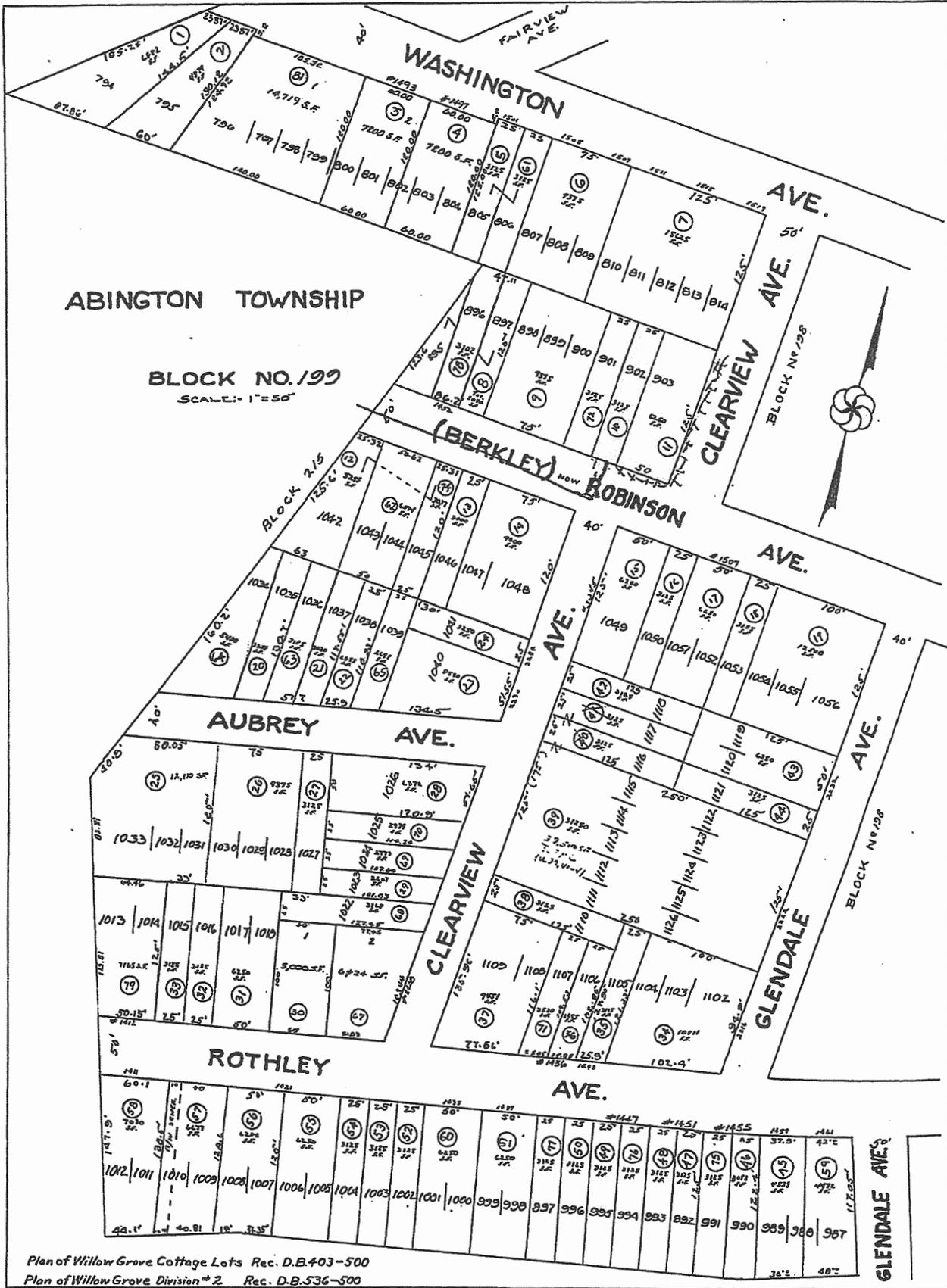




MEADOWBROOK BIRD SANCTUARY

(G.M.)





Plan of Willow Grove Cottage Lots Rec. D.B.403-500
 Plan of Willow Grove Division # 2 Rec. D.B.536-500

**ARTICLE II, Obstructions Over Sidewalks [Adopted 4-9-1936 by Ord. No. 379;
amended in its entirety 4-11-1991 by Ord. No. 1690]**

§ 143-16. Trimming of trees and other vegetation.

The owner or occupants of property abutting on the streets or sidewalks in Abington Township shall cut, alter, remove or trim any trees, hedges, shrubbery, underbrush, hedges, shrubbery, underbrush or any other obstructions growing along such streets or sidewalks immediately in front of or adjacent to the owner's or occupant's property so as to provide at all times a clear passage of eight feet above the sidewalks and 14 feet above the streets. It is hereby decreed that failure to maintain such a clear passage shall constitute public nuisances, and the obstructions shall be removed as herein provided.

Township of Abington
Montgomery County, Pennsylvania
BID PROPOSAL

Project Identification: Contract Mowing: 2017, 2018, 2019

(Name)

(Address)

an individual, a partnership, a corporation registered in the State of _____, (delete titles not applicable above) for furnishing of all parts, materials, labor and services for the _____ as specified herein for the Township of Abington, Montgomery County, Pennsylvania.

TO: Township of Abington
1176 Old York Road
Abington, PA 19001

ATTENTION: Michael LeFevre
Township Manager

Article 1: Pursuant to, and in compliance with your Instructions to Bidders for the furnishing of all parts, material, equipment, labor, and services for the CONTRACT MOWING, and having carefully examined the Bidding Documents comprised of the Notice to Bidders, Instructions to Bidders, and Bid Proposal and all other documents bound therewith, together with all Addenda thereto the undersigned hereby offers to furnish all parts, materials, equipment, labor and services necessary or proper or incidental as required by and in strict accordance with the applicable provisions of the Bidding Documents and all Addenda issued by the Owner prior to the date for opening of Bids whether received by the undersigned or not, for the Lump Sum Price as outlined in the following space provided.

Article 2: BIDDER accepts all of the terms and conditions of the Notice to Bidder and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for sixty days after the day of Bid opening. BIDDER will sign and submit the Contract with the Bonds and other documents required by the Bidding Documents within ten days after the date of OWNER'S Notice of Award.

Article 3: In submitting the Bid, BIDDER represents that:

BP-1

**Article 3:
(Cont.)**

- (a) BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):
Date: _____ Number: _____
- (b) BIDDER has familiarized itself with the nature and extent of the Bidding Documents, and all local conditions and Laws and Regulations that in any manner may affect cost of performance.
- (c) BIDDER has correlated the results of all observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Bidding Documents.
- (d) BIDDER has given the Director of Parks and Recreation written notice of all conflicts, errors or discrepancies that it has discovered in the Bidding Documents and the written resolution thereof by the Director of Parks and Recreation is acceptable to BIDDER.
- (e) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

Article 4:

BIDDER will complete the Work for the following price(s):

(a) **Bid Schedule**

Furnish all labor, materials, equipment and services necessary to perform and complete the Work for the above-named project as called for in the Specifications and the Drawings.

(b) **Lump Sum Bid**

For all work shown and specified:

_____ dollars

and _____ cents (written totally)

\$ _____

The distribution of the above cost proposal is as follows:

Zone #1 _____

Zone #2 _____

Zone #3 _____

Zone #4 _____

Alternate #1 Police Pistol Range: _____
(cut back brush two times per year. Once in June and once in Sept.)

The Abington Township Bureau of Parks and Recreation requests that individual bids be presented for each of the listed zones. It is understood that the individual zones may be separated.

In 2017 and 2018 the Lump Sum Price will remain the same. The only valid reason for a price change for the 2018 season will be if the percentage change in the National C.P.I. from January 1, 2017 to January 1, 2018 is greater than 10%. The only valid reason for a price change for the 2019 season will be if the percentage change in the National C.P.I. from January 1, 2018 to January 1, 2019 is greater than 10%. In both cases, the amount of the adjustment will be a percentage increase equal to one-half (1/2) the percentage change in the National C.P.I.

- Article 5:** BIDDER agrees the above Lump Sum shall include, but not be limited to, all labor, materials, equipment, overhead, profit, insurance, and the performing of all work to cover the requirements for each part.
- Article 6:** BIDDER agrees upon receipt of written notice of the acceptance of this Bid to provide the bonds required with good and sufficient surety or sureties, and to execute a Contract in accordance with the Bid as accepted.
- Article 7:** Payment for all Work called for in the Proposal will be considered as covered by the Lump Sum Price payments and no extra payments will be allowed.
- Article 8:** In submitting this Bid, it is understood and agreed by the undersigned that the right is reserved by the Abington Township Bureau of Parks and Recreation to determine the actual scope of Work by selection of any or all parts of Work as listed above:
- Article 9:** In submitting this Bid, it is understood and agreed by the undersigned that the right is reserved by the Owner to reject any or all Bids. It is further understood and agreed by the undersigned that any qualifying statements or conditions made by it to the above Bid as originally published, as well as any inter-lineation, erasures, omissions or entered wording obscure as to its meaning may cause the Bid to be declared irregular and may be cause for rejection of the Bid.

Article 10: The following documents are attached to and made a condition of this Bid:

- (a) Required Bid Security.
- (b) Required BIDDER'S EXPERIENCE RECORD with supporting data.
- (c) Required NONCOLLUSION AFFIDAVIT.

Article 11: The undersigned hereby designates as its office to which notice of award may be mailed, telegraphed, or delivered:

Article 12: Accompanying this Proposal is a:

(Bid Bond/Certified Check)

in the amount of
Dollars (\$_____) * as Bid Security.
(*Minimum 10% of the Bid total)

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: _____ (SEAL)
(Corporation Name)

Incorporation) (State of

By: _____
(Name of person authorized to sign)

(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>

(We are) (I am) presently working on the following projects:

Have you ever defaulted on a project? Yes_____ No

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

CONTRACTOR

Date: _____

By:

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.

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 Mowing of specified Abington Township properties

(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:

Secretary

By: _____
President

Print Name: _____

Print Name: _____

TOWNSHIP OF ABINGTON

By: _____
President

Attest:

Township Manager

**NONCOLLUSION AFFIDAVIT
FOR THE TOWNSHIP OF ABINGTON**

COMMONWEALTH OF PENNSYLVANIA:

:SS

COUNTY OF _____:

I, _____, of _____ (Name)
(Name of Contractor)

in the County of _____ and the State of _____ 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__.