



TOWNSHIP OF ABINGTON

PUBLIC AFFAIRS COMMITTEE

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

A G E N D A

April 4, 2018

7:00 P.M.

1. CALL TO ORDER

2. CONSIDER APPROVAL OF MINUTES

- a. Motion to approve the minutes of the February 28, 2018 Public Affairs Committee Meeting.

3. PRESENTATION

- a. Library Board, Thomas True
b. Summer Meal Program Update, Van Strother

4. UNFINISHED BUSINESS

5. NEW BUSINESS

a. **PUBLIC AFFAIRS** *COMMISSIONER JOHN SPIEGELMAN, CHAIR*

PA-01-041218 Consider a motion to request approval to submit a grant application to the Delaware Valley Regional Planning Commission for a feasibility study for a new sidewalk project at Old Welsh Road in the Willow Grove section of the Township.

PA-02-041218 Consider a motion to request approval to submit a grant application to the Delaware Valley Regional Planning Commission to update the 2010 Roslyn Community Revitalization Plan.

PA-03-041218 Consider a motion to advertise Ordinance No. 2154 adopting a certain intermunicipal agreement for the purchase of pool chemicals and supplies among numerous municipalities.

PA-04-041218 Consider a motion to accept the Watershed Restoration and Protection Program grant from the Department of Community & Economic Development (DCED) in the amount of \$100,000.00 to support the Ardsley Wildlife Sanctuary Project. The grant is for the construction and engineering relating to the expansion of a storm water basin and stream bank stabilization at the Ardsley Wildlife Sanctuary.



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A G E N D A

April 4, 2018

7:00 P.M.

PA-05-041218

Consider a motion to approve the application for a grant for the Ardsley Wildlife Sanctuary Basin Retrofit and Stream Restoration in the amount of \$250,000.00.

PA-06-041218

Consider a motion authorizing the proper township official to contract with Louis F. Biase, Landscape Contractor, for the 2018 service year in an amount not to exceed \$ 100,000 for the Business District Landscape Maintenance Contract. Funds will be drawn from economic development capital accounts reserved for this purpose.

6. PUBLIC COMMENT

7. ADJOURNMENT



PUBLIC AFFAIRS COMMITTEE

AGENDA ITEM

April 4, 2018

DATE

Community Development

DEPARTMENT

PA-01-041218

AGENDA ITEM NUMBER

FISCAL IMPACT

Cost > \$10,000.

Yes

No

PUBLIC BID REQUIRED

Cost > \$20,100

Yes

No

AGENDA ITEM:

Grant application to the Delaware Valley Regional Planning Commission for a feasibility study for a new sidewalk project at Old Welsh Road in the Willow Grove section of the Township.

EXECUTIVE SUMMARY:

At the 2700 block of Old Welsh Road in the Willow Grove section of the Township, there isn't any sidewalks from this location to the intersection of Fitzwatertown Road. The completion of this project will allow safe passage for school aged children who walk to Willow Hill Elementary School and shoppers who support the Willow Grove Mall.

High vehicular traffic on Old Welsh Road (between Fitzwatertown Road and Lukens Avenue) creates an extremely hazardous conditions for all pedestrians.

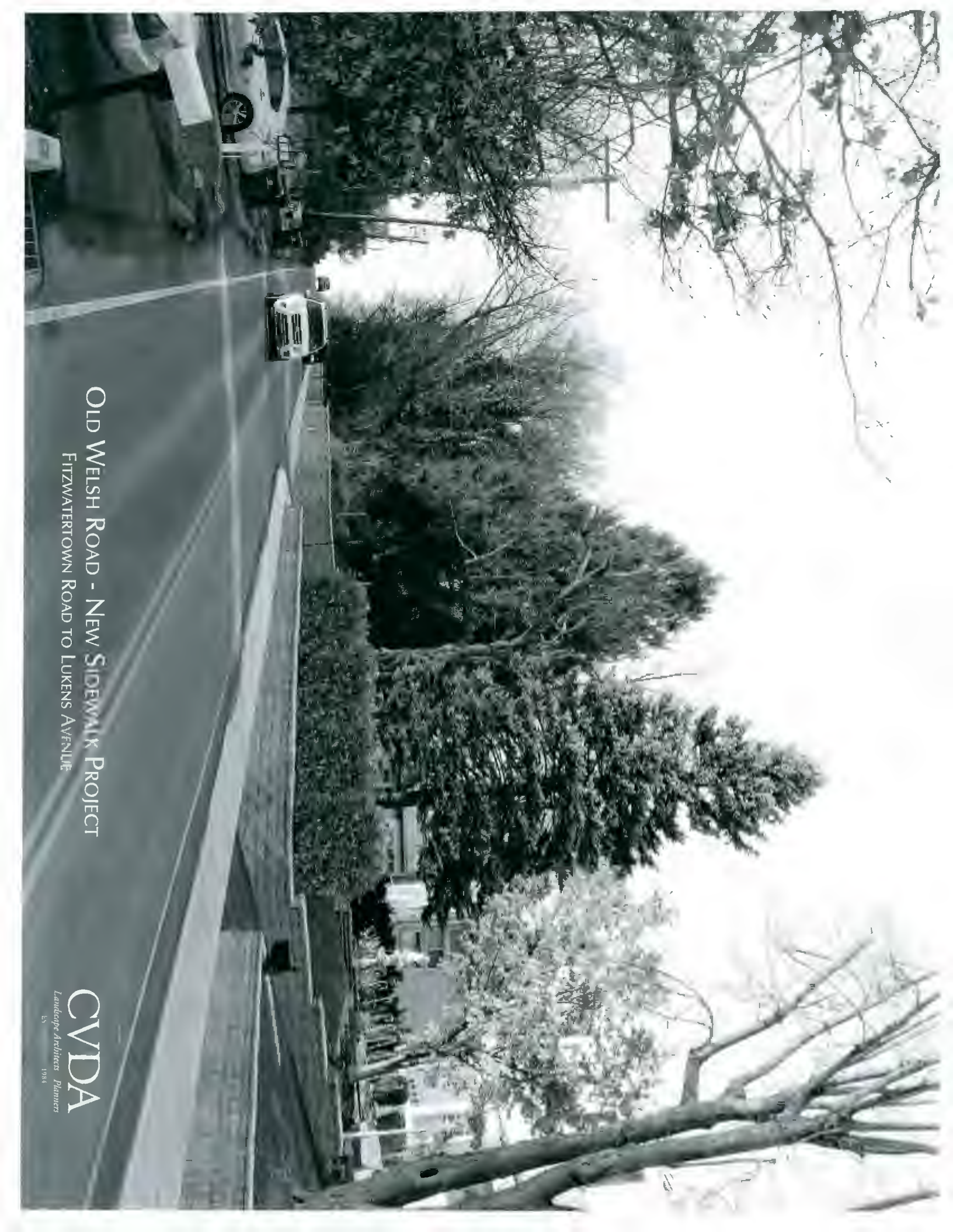
Grant amount requested will be \$30,000.00 for preliminary site survey, cost estimates and conceptual engineering drawings. CDBG funds to be used as the 20% match.

PREVIOUS BOARD ACTIONS:

In the 2015 Annual Action Plan, the Township of Abington approved the use of its Community Development Block Grant included the installation of new sidewalks only in the 2700 block of Old Welsh Road in the Willow Grove section of the Township. The engineering drawings were completed, however, the project was not released for public competitive bidding.

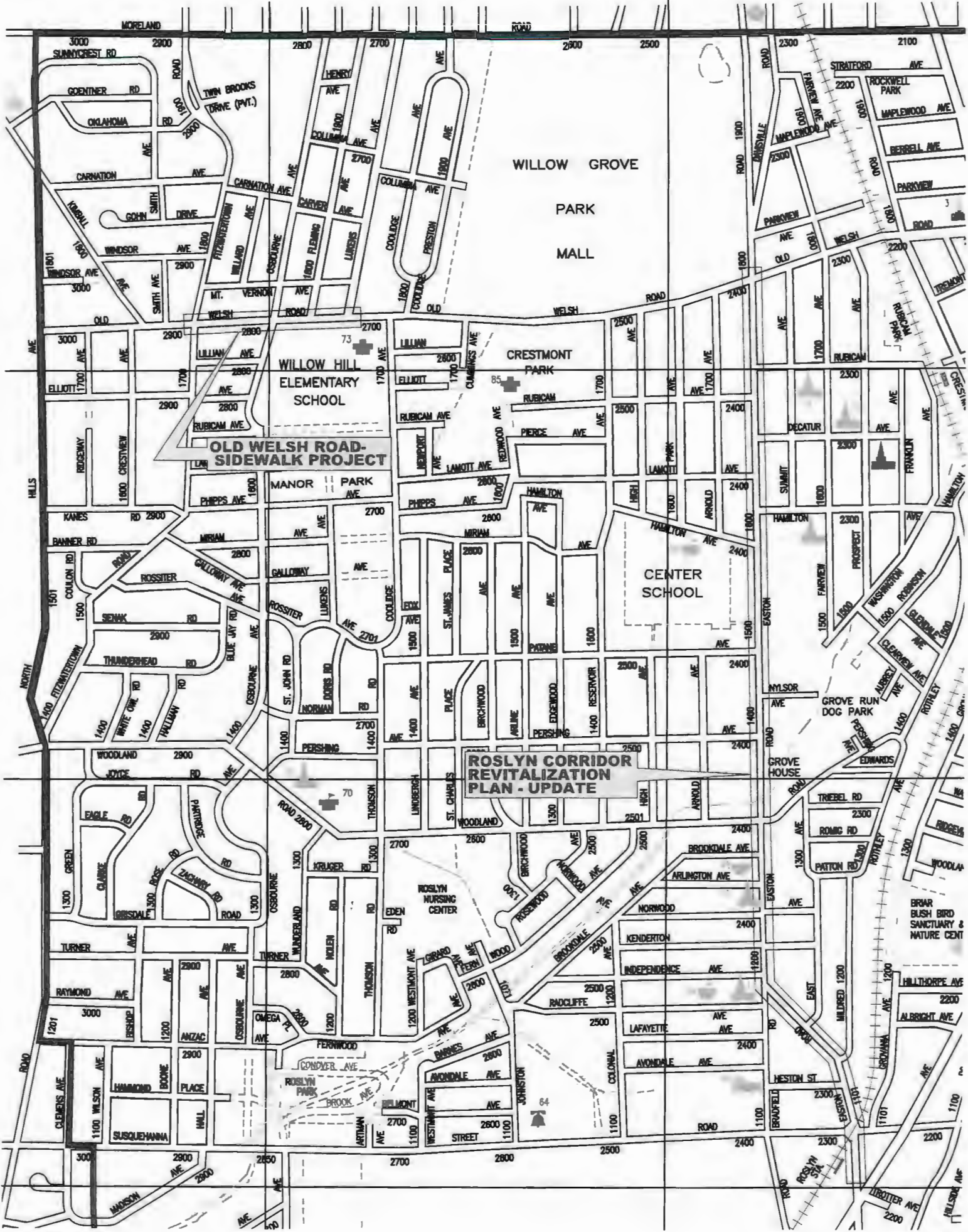
RECOMMENDED BOARD ACTION:

Motion to Request approval to submit a grant request to the Delaware Valley Regional Planning Commission (DVRCP) for the Transportation & Community Development Initiative (TCDI) that is due on April 20, 2018.



OLD WELSH ROAD - NEW SIDEWALK PROJECT
FITZWATERTOWN ROAD TO LUKENS AVENUE

CVDA
Landscapes Architects Planners
EST. 1984



WILLOW GROVE
PARK
MALL

WILLOW HILL
ELEMENTARY
SCHOOL

OLD WELSH ROAD
SIDEWALK PROJECT

CENTER
SCHOOL

ROSLYN CORRIDOR
REVITALIZATION
PLAN - UPDATE

ROSLYN
NURSING
CENTER

ROSLYN
PARK

ERRAR
BUSH BIRD
SANCTUARY &
NATURE CENT



PUBLIC AFFAIRS COMMITTEE

AGENDA ITEM

April 4, 2018

DATE

Community Development

DEPARTMENT

PA-02-041218

AGENDA ITEM NUMBER

FISCAL IMPACT

Cost > \$10,000.

Yes

No

PUBLIC BID REQUIRED

Cost > \$20,100

Yes

No

AGENDA ITEM:

Grant application to the Delaware Valley Regional Planning Commission to update the 2010 Roslyn Community Revitalization Plan.

EXECUTIVE SUMMARY:

Over the past seven years significant improvements and changes has been made in the target area of the 2010 study area along the Easton Road commercial corridor. Updating the current Roslyn Community Revitalization Plan will aid and assist local stakeholders to properly prepare a strategic plan for the future.

The update to the 2010 Roslyn Community Revitalization Plan will assist the Township and other stakeholders to plan for the future.

Grant amount requested will be \$25,000.00 for hiring an outside consultant to update the current revitalization plan, conduct community meetings, meet with stakeholders and other related activities. CDBG funds to be used as the 20% match.

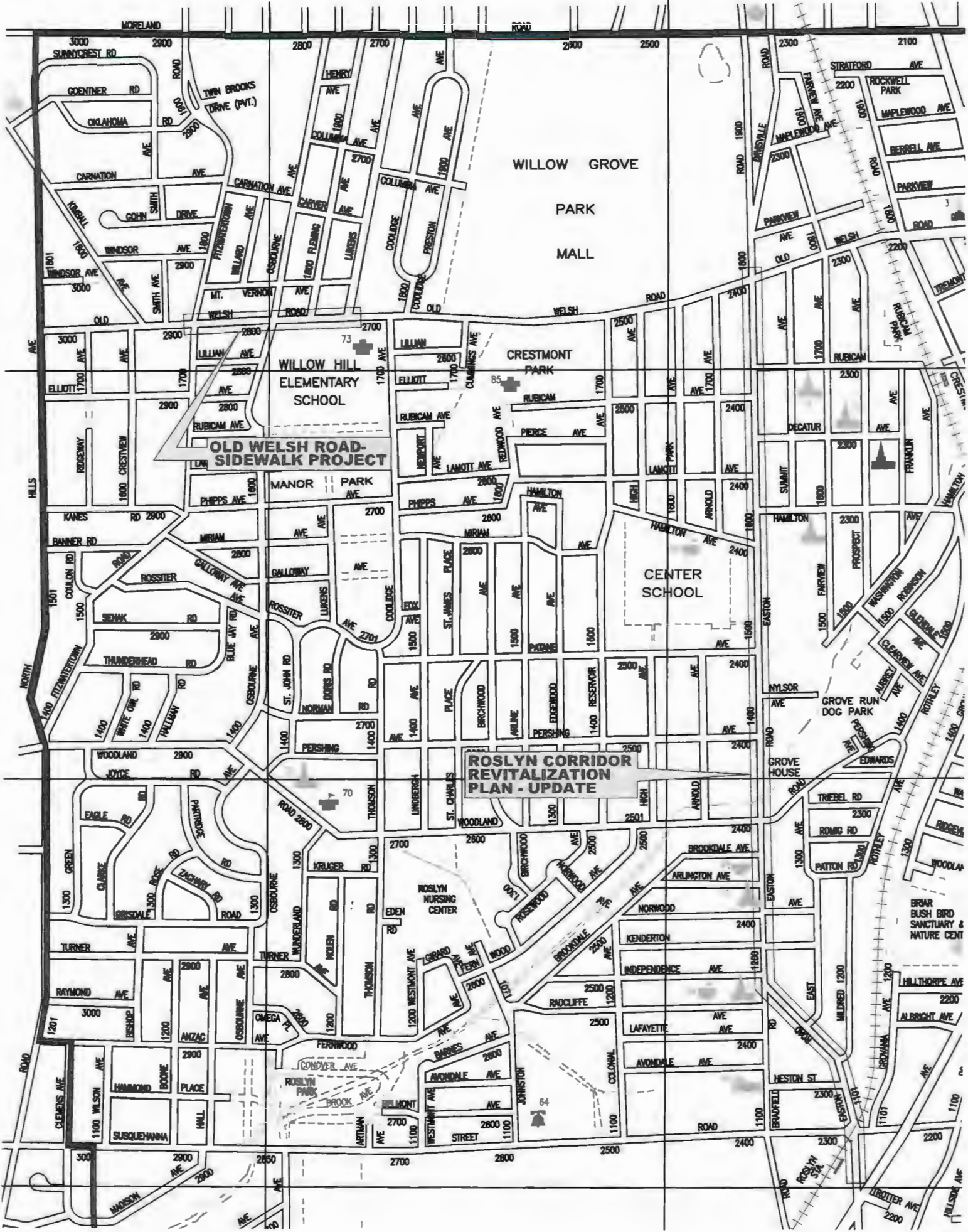
The target area (Easton Road only) to be expanded to Old Welsh Road to include the Crestmont section of the Township, which allow the use of CDBG funds. The Crestmont section is designated as a low to moderate income community.

PREVIOUS BOARD ACTIONS:

In 2009, the Township of Abington secured a \$25,000 planning grant from Montgomery County to update the 2002 original plan funded by the Township. The Township's work in implementing the previous plans has been impressive. This work would include gateway signage, plaza beautification, a dog park, pedestrian safety features, street trees and painted crosswalks.

RECOMMENDED BOARD ACTION:

Motion to Request the approval to submit a grant request to the Delaware Valley Regional Planning Commission (DVRCP) for the Transportation & Community Development Initiative (TCDI) that is due on April 20, 2018.



MORELAND ROAD

ROAD

WILLOW GROVE

PARK

MALL

WILLOW HILL
ELEMENTARY
SCHOOL

CRESTMONT
PARK

OLD WELSH ROAD-
SIDEWALK PROJECT

CENTER
SCHOOL

ROSLYN CORRIDOR
REVITALIZATION
PLAN - UPDATE

ROSLYN
NURSING
CENTER

ROSLYN
PARK

BRAR
BUSH BIRD
SANCTUARY &
NATURE CENT

HILLS

NORTH

EASTON

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PUBLIC AFFAIRS COMMITTEE

AGENDA ITEM

April 4, 2018

DATE

Parks and Recreation

DEPARTMENT

PA-03-041218

AGENDA ITEM NUMBER

FISCAL IMPACT

Cost > \$10,000.

Yes

No

PUBLIC BID REQUIRED

Cost > \$20,100

Yes

No

AGENDA ITEM:

Intergovernmental Pool Chemical Consortium Ordinance No. 2154

EXECUTIVE SUMMARY:

Entering into this agreement with other municipalities we will be saving money on the purchase of required pool chemicals. The consortium has been purchasing as a group for many years and we have an opportunity to join and receive bulk rates.

PREVIOUS BOARD ACTIONS:

None

RECOMMENDED BOARD ACTION:

Motion to advertise Ordinance No. 2154 adopting a certain intermunicipal agreement for the purchase of pool chemicals and supplies among numerous municipalities.

**TOWNSHIP OF ABINGTON
MONTGOMERY COUNTY, PENNSYLVANIA**

ORDINANCE NO. 2154

**AN ORDINANCE OF THE TOWNSHIP OF ABINGTON, MONTGOMERY
COUNTY, ADOPTING A CERTAIN INTERMUNICIPAL AGREEMENT FOR THE
PURCHASE OF POOL CHEMICALS AND SUPPLIES AMONG NUMEROUS
MUNICIPALITIES**

NOW, THEREFORE, IT IS HEREBY ORDAINED AND ENACTED by the Board of Commissioners of Abington Township as follows:

Section 1. Abington Township hereby adopts and directs appropriate township personnel to execute on its behalf a certain Inter-municipal Agreement regarding the purchase of pool chemicals and pool supplies by Hatfield Township, Upper Gwynedd Township, North Wales Borough, Borough of Perkasio, Towamencin Township, Harleysville Community Center, the Nor Gwyn Pool Commission and Abington Township for the pools maintained and operated by each respective body. Said chemicals and supplies shall be purchased by Hatfield Township, Upper Gwynedd Township, North Wales Borough, Borough of Perkasio, Towamencin Township, Harleysville Community Center, the Nor Gwyn Pool Commission and Abington Township from the successful bidder for the supply thereof pursuant to bid documents prepared by Hatfield Township for the purchase thereof. The term of the agreement shall be for a period of one (1) year and for subsequent one (1) year terms unless terminated by any party at least thirty (30) days prior to the end of the then current term.

Section 2. **Effective Date.** This Ordinance shall become effective five (5) days after its enactment.

Section 3. **Severability.** In the event that any section, sentence, clause, phrase or word of this Ordinance shall be declared illegal, invalid or unconstitutional by any court of competent jurisdiction, such declaration shall not prevent, preclude or otherwise foreclose enforcement of any of the remaining provisions of this Ordinance.

Section 4. Repealer. All Ordinances or parts of Ordinances inconsistent herewith or in conflict with any of the specific terms enacted hereby, to the extent of said inconsistencies or conflicts, are hereby specifically repealed.

ORDAINED AND ENACTED this _____ day of _____, 2018.

TOWNSHIP OF ABINGTON
BOARD OF COMMISSIONERS

Attest:

Richard J. Manfredi, Secretary

By: _____
Wayne C. Luker, President

**INTERGOVERNMENTAL AGREEMENT REGARDING JOINT PURCHASE OF
POOL SUPPLIES**

Agreement entered into this ____ day of _____ 2018, between Hatfield Township and Abington Township.

WHEREAS, Abington Township operates and maintains certain swimming pools known as the Crestmont Pool, located at 2595 Rubicam Ave, Willow Grove, and the Penbryn Pool located at 200 Houston Avenue, Glenside; and

WHEREAS, the operation and maintenance of said pool requires the periodic purchase of pool chemicals and supplies; and

WHEREAS, Hatfield Township also operates and maintains a swimming pool known as the Hatfield Aquatic Center located at 2500 Chestnut Street, Hatfield, Pennsylvania; and

WHEREAS, Hatfield Township purchases pool chemicals and supplies for its swimming pool and those other swimming pools operated and maintained by members of the Bucks/Mont Aquatic Consortium; and

WHEREAS, it is desirable for Abington Township to participate in the purchasing program administered by Hatfield Township for its pool chemical and pool supplies needs in that considerable cost savings can be achieved thereby.

NOW, THEREFORE, the parties hereto agree as follows:

1. Abington Township hereby agrees to participate in the purchasing program administered by Hatfield Township for the Bucks/Mont Aquatic Consortium regarding the purchase of pool chemicals and supplies, and in connection therewith agrees to supply Hatfield Township in a timely fashion an estimate of their pool chemical and pool supplies needs for

inclusion by Hatfield Township in its bid documents associated with the purchase of said chemicals and supplies by Hatfield Township and the Bucks/Mont Aquatic Consortium.

2. Hatfield Township, upon timely receipt of said pool chemical and pool supplies requirements from Abington Township, agrees to include said quantities in its bid documents to be provided to prospective bidders for the supply of pool chemicals and pool supplies to Hatfield Township and the Bucks/Mont Aquatic Consortium.

3. Abington Township shall thereafter submit to the successful bidder orders as needed for pool chemicals and pool supplies which shall be supplied to them directly by the successful bidder at the prices specified in the successful bid.

4. The term of this agreement shall be for a period of one (1) year from the date hereof. Notwithstanding the foregoing, this agreement shall continue for further terms of one (1) year unless any party hereto gives to the other party notice of termination thereof at least thirty (30) days prior to the end of the then current term.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

ATTEST:

ABINGTON TOWNSHIP

ATTEST:

HATFIELD TOWNSHIP



PUBLIC AFFAIRS COMMITTEE

AGENDA ITEM

April 4, 2018

DATE

PA-04-041218

AGENDA ITEM NUMBER

Administration

DEPARTMENT

FISCAL IMPACT

Cost > \$10,000.

Yes

No

PUBLIC BID REQUIRED

Cost > \$20,100

Yes

No

AGENDA ITEM:

Ardley Wildlife Sanctuary Project

EXECUTIVE SUMMARY:

On March 16, 2013 PaDEP issued NPDES Permit No. PAG130012 to the Township of Abington to discharge stormwater from MS4 sources into watersheds No. 3F and 3J of the Sandy Run Creek. In 2013 approximately 430 feet of streambank along the Sandy Run Creek were stabilized to reduce siltation by stream bank erosion.

This grant from DCED supports the construction, improvement, expansion, and repair of watershed protection projects for stream bank stabilization and the establishment of riparian vegetation to allow for the long term stability of the stream.

PREVIOUS BOARD ACTIONS:

A motion to adopt Resolution No. 17-015 authorizing the Township of Abington to submit an application formally requesting a grant of funds from the Watershed Restoration and Protection Program was approved by the Board of Commissioners on May 11, 2017.

RECOMMENDED BOARD ACTION:

Motion to accept the Watershed Restoration and Protection Program grant from the Department of Community & Economic Development (DCED) in the amount of \$100,000.00 to support the Ardsley Wildlife Sanctuary Project. The grant is for the construction and engineering relating to the expansion of a storm water basin and stream bank stabilization at the Ardsley Wildlife Sanctuary.

Contract No: C000066630

**COMMONWEALTH OF PENNSYLVANIA
COMMONWEALTH FINANCING AUTHORITY**

**WATERSHED RESTORATION AND PROTECTION PROGRAM
GRANT AGREEMENT**

This Contract, is entered into by and between the Commonwealth of Pennsylvania (the "Commonwealth"), acting through the Commonwealth Financing Authority (the "Grantor" or "Authority"), and

**ABINGTON TOWNSHIP
1176 Old York Road
Abington PA 19001**

(the "Grantee").

BACKGROUND:

Section 2315(a.1)(1)(vi) of the Act of February 14, 2012 (P.L. 87, No. 13) (58 Pa.C.S. §2315), referred to by the Authority as Act 13, authorizes the Commonwealth Financing Authority to award grants to eligible applicants for watershed programs and related projects.

The General Assembly of the Commonwealth has appropriated funds to the Commonwealth Financing Authority to carry out the provisions of the Act.

NOW, THEREFORE, in consideration of the foregoing, and subject to the conditions contained herein, the parties hereto intending to be legally bound hereby, do covenant and agree for themselves, their respective successors and assignees as follows:

**ARTICLE I
AMOUNT OF THE CONTRACT**

Subject to the terms of this Grant, the Grantor hereby makes available to the Grantee out of funds appropriated a grant in the sum of **ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) AND NO CENTS-----** or such portion thereof as may be required by the Grantee and authorized by the Grantor, subject to the condition that it shall be used by the Grantee to carry out the activities described in the application submitted by the Grantee and as approved by the Grantor, and which is incorporated herein by reference. In addition, this Grant shall be subject to Appendix A, Project Description and Special Conditions, and Appendix B, Budget Summary, which are attached hereto and incorporated herein.

**ARTICLE II
EFFECTIVE DATES**

The term of this Grant shall commence on the Effective Date (as defined below) and shall end on JUNE 30, 2020, subject to the other provisions of this Grant.

The Effective Date shall be the date the fully executed Grant is sent to the Grantee. A fully executed contract is one that has been signed by the Grantee and by the Grantor and contains all approvals required by Commonwealth contracting procedures.

This Grant is not binding in any way, nor will the Commonwealth be bound, until this document has been fully executed and sent to the Grantee. Any cost incurred by the Grantee prior thereto are incurred at the Grantee's risk.

**ARTICLE III
PAYMENT PROVISIONS AND FISCAL RESPONSIBILITIES**

(a) The Grantor agrees to pay the Grantee for eligible project costs incurred under this Grant between NOVEMBER 14, 2017 and JUNE 30, 2020 (the "Grant Activity Period") as follows:

- (1) Subject to the availability of state funds and other terms and conditions of this Grant, the Grantor will reimburse the Grantee based upon the Grantor's determination of the Grantee's needs and in accordance with the proposed budget as set forth in Appendix B.

The Grantor may pay the Grantee for eligible project costs at intervals to be determined by the Grantor. Under no circumstances shall the Commonwealth or the Grantor be liable for any expenditure exceeding the amount stated in this Grant or amendments hereto.

The Grantor shall have the right to disapprove any expenditure made by the Grantee which is not in accordance with the terms of this Grant and the Grantor may adjust payment to the Grantee accordingly.

- (2) Initial payments to the Grantee to perform the activities under this Grant and all other payments shall be made on invoice forms and in accordance with instructions provided by the Grantor.

To receive payments under this Grant, the Grantee shall submit requests for payment based on the Grantee's estimate of expenditures, at intervals as determined by the Grantee to meet disbursement needs. Unless otherwise instructed by the Grantor, this estimate may not exceed the current disbursement needs of the Grantee in order that the amount of cash on hand and available to the Grantee is as close to daily needs as administratively feasible. The Grantor may, however, set a minimum payment level or amount for each request for payment.

(b) Conditions for Payment:

- (1) Grant payments under this Grant shall be conditioned upon the completion of any Special Conditions set forth in Appendix A or otherwise incorporated into this Grant.
- (2) Costs allocated to program administration shall be limited to those set forth in the project budget or as otherwise revised in accordance with the amendment provisions of this Grant set forth in the Article entitled Amendments and Modifications.
- (3) Payment by the Commonwealth and all other terms of this Grant are subject to the effect of any federal deficit reduction legislation upon the availability of funds awarded by this Grant.

(c) The Grantee shall charge to the project account all approved costs of the project. All such costs, including activities contributed by the Grantee or others and charged to the project account, shall be supported by properly executed vouchers or other records indicating in proper detail the nature and propriety of the charge.

(d) Conditions for Repayment of Grant Funds:

- (1) Misuse or Failure to Use Funds.
 - (A) The Grantee agrees that it will use the funds granted hereunder, or as much as may be necessary, to carry out the aforesaid project in accordance with the terms of this Grant. If after all or any part of the funds has been paid to the Grantee and the Grantee shall fail to carry out the activities, the Grantee shall repay the Grantor the funds theretofore paid.
 - (B) If the Grantee does not use all or a portion of the funds paid under the terms of this Grant for purposes of and in accordance with this Grant, the Grantee shall be liable to the Grantor for the amount of funds unused or improperly used and shall return said funds to the Grantor.
 - (C) In the event the Grantor shall be entitled to repayment of all or a portion of the funds granted herein, the repayment shall include all interest, income, accumulations and the monetary equivalent of

any appreciation in value of any property (real, personal or mixed) purchased with the funds granted them. A check shall be written, payable to the Commonwealth of Pennsylvania, and forwarded to the Grantor for: (1) the principal and (2) the total of any such interest, income, accumulations or appreciation in value.

(2) Violation of the Prohibition of Illegal Alien Labor on Assisted Projects Act.

In the event that the Grantee

- (i) knowingly employs, or knowingly permits any of its subcontractors to knowingly employ, the labor services of an illegal alien on activities funded in whole or in part by grants or loans issued by an executive agency of the Commonwealth of Pennsylvania; and
- (ii) the Grantee or any of its subcontractors are sentenced under Federal law for an offense involving knowing use of labor by an illegal alien on activities funded in whole or in part by grants or loans issued by an executive agency of the Commonwealth of Pennsylvania,

the Grantee shall repay to the Grantor all grant funds received by the Grantee from the Grantor pursuant to this Grant. A check shall be written, payable to the Commonwealth of Pennsylvania, and forwarded to the Grantor.

**ARTICLE IV
BONDING, INSURANCE AND TAX LIABILITY REQUIREMENTS**

(a) Hold Harmless:

The Grantee shall hold the Commonwealth harmless from and indemnify the Commonwealth against any and all claims, demands and actions based or arising out of any activities performed by the Grantee and its employees and agents under this Grant; and shall defend any and all actions brought against the Commonwealth based upon any such claims or demands. It is understood and agreed that the Grantee's standard liability insurance policies shall protect, or shall be endorsed to protect, the Commonwealth from claims of bodily injury and/or property damage arising out of any activities performed by the Grantee or its employees or agents under this Grant, including business and non-business invitees, and their property and all other property sustaining damage as a direct or indirect result of the execution of this project when validly present on Grantee's premises whether or not actually engaged in the project at the time the claim inures. Such policies shall not include any provision limiting then existing sovereign immunity of the Commonwealth or of its agents or employees. Upon request, the Grantee shall furnish to the Grantor proof of insurance as required by this paragraph.

(b) Other Liability Requirements:

The Grantee shall provide workmen's compensation insurance where the same is required and shall accept full responsibility for the payment of premiums for workmen's compensation and social security and any other taxes or payroll deductions required by law for its employees who are performing activities specified by this Grant.

**ARTICLE V
COMPLIANCE WITH APPLICABLE STATUTES AND REGULATIONS**

All activities authorized by this Grant shall be performed in accordance with applicable statutes, regulations, conditions, directives, guidelines and such additional requirements as may be attached hereto as Appendix C or are otherwise provided by the Grantor. The Grantee acknowledges that this Grant is subject to all requirements set forth herein and further agrees that it will comply with future requirements determined by the Grantor as necessary.

(a) Compliance with State Statutes and Regulations:

The Grantee also agrees to comply with all applicable state statutes and regulations.

(b) Nondiscrimination/Sexual Harassment Provisions:

The Grantee agrees:

- (1) In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the grant agreement or any subgrant agreement, contract, or subcontract, the Grantee, a subgrantee, a contractor, a subcontractor, or any person acting on behalf of the Grantee shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
- (2) The Grantee, any subgrantee, contractor or any subcontractor or any person on their behalf shall not in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any of its employees.
- (3) The Grantee, any subgrantee, contractor or any subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this

Nondiscrimination/ Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the grant services are performed shall satisfy this requirement for employees with an established work site.

- (4) The Grantee, any subgrantee, contractor or any subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against any subgrantee, contractor, subcontractor or supplier who is qualified to perform the work to which the grant relates.
- (5) The Grantee and each subgrantee, contractor and subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Grantee and each subgrantee, contractor and subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers subject to *Title VII* of the *Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Grantee, any subgrantee, any contractor or any subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the Grantor and the Bureau of Diversity, Inclusion and Small Business Opportunities for the purpose of ascertaining compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause.
- (6) The Grantee, any subgrantee, contractor or any subcontractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subgrant agreement, contract or subcontract so that those provisions applicable to subgrantees, contractors or subcontractors will be binding upon each subgrantee, contractor or subcontractor.
- (7) The Grantee's and each subgrantee's, contractor's and subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the grant agreement through the termination date thereof. Accordingly, the Grantee and each subgrantee, contractor and subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the grant agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.
- (8) The Commonwealth may cancel or terminate the grant agreement and all money due or to become due under the grant agreement may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the Grantor may proceed with debarment or suspension and may place the Grantee,

subgrantee, contractor, or subcontractor in the Contractor Responsibility File.

(c) Compliance with the State Contractor Responsibility Program:

For the purpose of these provisions, the term Contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee, or subgrantee, who has furnished or seeks to furnish goods, supplies, services, or leased space, or who has performed or seeks to perform construction activity under contract, subcontract, grant, or subgrant with the Commonwealth, or with a person under contract, subcontract, grant, or subgrant with the Commonwealth or its state-affiliated entities, and state-related institutions. The term Contractor may include a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other entity of the Commonwealth.

- (1) The Contractor must certify, in writing, for itself and all its subcontractors, that as of the date of its execution of any Commonwealth contract, that neither the Contractor, nor any subcontractors, nor any suppliers are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with the bid/proposal, a written explanation of why such certification cannot be made.
- (2) The Contractor must also certify, in writing, that as of the date of its execution, of any Commonwealth contract it has no tax liabilities or other Commonwealth obligations.
- (3) The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Grant through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Grantor if, at any time during the term of the Grant, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
- (4) The failure of the Contractor to notify the Grantor of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Grant with the Commonwealth.
- (5) The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth, which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible

for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

- (6) The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the internet at http://www.dgsweb.state.pa.us/DebarmentList_portlet/ or contacting the:

Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg, PA 17125
Telephone No: (717) 783-6472
FAX No: (717) 787-9138

- (d) Compliance with the Offset Provision for Commonwealth Grants:

The Grantee agrees that the Commonwealth may set off the amount of any state tax liability or other debt of the Grantee or its subsidiaries that is owed to the Commonwealth and is not being contested on appeal, against any payments due the Grantee under this or any other contract with the Commonwealth.

- (e) Compliance with The Americans with Disabilities Act:

Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. §35.101 et seq., the Grantee understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this Grant or from activities provided for under this Grant. As a condition of accepting and executing this Grant, the Grantee agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. §35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act which are applicable to the benefits, services, programs and activities provided by the Commonwealth through contracts with outside contractors.

The Grantee shall be responsible for and agrees to indemnify and hold harmless the Commonwealth from all losses, damages, expenses, claims, demands, suits and actions brought by any party against the Commonwealth as a result of the Grantee's failure to comply with the provisions of the above paragraph.

- (f) Compliance with Anti-Pollution Regulations:

The Grantee and its subcontractors agree that in the performance of their obligations under this Grant they shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations.

- (g) Contractor Integrity Provisions:

It is essential that those who seek to contract with the Commonwealth of Pennsylvania ("Commonwealth") observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public

confidence in the integrity of the Commonwealth contracting and procurement process.

(1) Definitions. For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:

(A) "Affiliate" means two or more entities where:

- (i) a parent entity owns more than fifty percent of the voting stock of each of the entities; or
- (ii) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or
- (iii) the entities have a common proprietor or general partner.

(B) "Consent" means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.

(C) "Contractor" means the individual or entity that has entered into this contract with the Commonwealth.

(D) "Contractor Related Parties" means any affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.

(E) "Financial Interest" means either:

- (i) Ownership of more than a five percent interest in any business; or
- (ii) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.

(F) "Gratuity" means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts

of any kind. The exceptions set forth in the Governor's Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b), shall apply.

- (G) "Non-bid Basis" means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.

(2) In furtherance of this policy, Contractor agrees to the following:

- (A) Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.
- (B) Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
- (C) Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.
- (D) Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial

interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.

- (E) Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:
- (i) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
 - (ii) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
 - (iii) had any business license or professional license suspended or revoked;
 - (iv) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
 - (v) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Commonwealth will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Commonwealth in writing if at any time during the term of the contract it becomes aware of any event which would cause the Contractor's certification or explanation to change. Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening

factual circumstances or were false or should have been known to be false when entering into the contract.

- (F) Contractor shall comply with the requirements of the Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.) regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a).
- (G) When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.
- (H) Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- (I) Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and

places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.

- (J) For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

- (h) Compliance with the Prohibition of Illegal Alien Labor on Assisted Projects Act.

Pursuant to the Act of May 11, 2006 (P.L. 173, No. 43), known as the Prohibition of Illegal Alien Labor on Assisted Projects Act, the Grantee shall not knowingly employ, or knowingly permit any of its subcontractors to knowingly employ, the labor services of an illegal alien on activities funded in whole or in part by a grant or loan issued by an executive agency of the Commonwealth of Pennsylvania.

In the event that the Grantee

- (A) knowingly employs, or knowingly permits any of its subcontractors to knowingly employ, the labor services of an illegal alien on activities funded in whole or in part by grants or loans issued by an executive agency of the Commonwealth of Pennsylvania; and

- (B) the Grantee or any of its subcontractors are sentenced under Federal law for an offense involving knowing use of labor by an illegal alien on activities funded in whole or in part by grants or loans issued by an executive agency of the Commonwealth of Pennsylvania,

the Grantee shall:

- (A) repay to the Grantor all grant funds received by the Grantee from the Grantor pursuant to this Grant, and
- (B) be ineligible to apply for any Commonwealth grant or loan for a period of two years.

(i) Right to Know Law Provisions

- (1) The Grantee or Subgrantee understands that the Grant Agreement and records related to or arising out of the Grant Agreement are subject to requests made pursuant to the Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL"). For the purpose of these provisions, the term "the Commonwealth" shall refer to the Commonwealth Financing Authority.
- (2) If the Commonwealth needs the Grantee's or Subgrantee's assistance in any matter arising out of the RTKL related to this Grant Agreement, it shall notify the Grantee or Subgrantee using the legal contact information provided in the Grant Agreement. The Grantee or Subgrantee, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- (3) Upon written notification from the Commonwealth that it requires Grantee's or Subgrantee's assistance in responding to a request under the RTKL for information related to this Grant Agreement that may be in Grantee's or Subgrantee's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), Grantee or Subgrantee shall:
 - (A) Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in Grantee's or Subgrantee's possession arising out of this Grant Agreement that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
 - (B) Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Grant Agreement.

- (4) If Grantee or Subgrantee considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that Grantee or Subgrantee considers exempt from production under the RTKL, Grantee or Subgrantee must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of Grantee or Subgrantee explaining why the requested material is exempt from public disclosure under the RTKL.
- (5) The Commonwealth will rely upon the written statement from Grantee or Subgrantee in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, Grantee or Subgrantee shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth's determination.
- (6) If Grantee or Subgrantee fails to provide the Requested Information within the time period required by these provisions, Grantee or Subgrantee shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of Grantee's or Subgrantee's failure, including any statutory damages assessed against the Commonwealth.
- (7) The Commonwealth will reimburse Grantee or Subgrantee for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.
- (8) Grantee or Subgrantee may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, Grantee or Subgrantee shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of Grantee's or Subgrantee's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, Grantee or Subgrantee agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.
- (9) The Grantee's or Subgrantee's duties relating to the RTKL are continuing duties that survive the expiration of this Grant Agreement and shall continue as long as the Grantee or Subgrantee has Requested Information in its possession.

**ARTICLE VI
ASSIGNMENT, TRANSFER, COLLATERAL USE**

This Grant shall be binding upon and inure to the benefit of the Grantor, the Grantee, and their respective successors and assigns, except that the Grantee may not assign or transfer its rights hereunder without the prior written consent of the Grantor. Approval of an assignment does not establish any legal relationship between the Commonwealth or the Grantor and any other third party, and under no circumstances shall the Commonwealth be held liable for any act or omission committed pursuant to such an assignment.

**ARTICLE VII
INDEPENDENT CONTRACTOR**

Notwithstanding anything contained herein to the contrary, the rights and duties hereby granted to and assumed by the Grantee are those of an independent contractor only. Nothing contained herein shall be so construed as to create an employment, agency or partnership relationship between the Grantor and the Grantee.

**ARTICLE VIII
INTEREST OF PARTIES AND OTHERS**

No officer, member, employee, independent contractor or elected official of the Authority and no member of its governing body who exercises any functions or responsibilities in the review or approval of activities being performed under this Grant shall participate in any decision relating to this Grant which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested. Nor shall any such officer, member, elected official or employee of the Commonwealth or any member of its governing body have any interest direct or indirect in this Grant or the proceeds thereof.

The Grantee covenants that the Grantee (including directors, officers, members and employees of the Grantee) presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of activities required to be performed under this Grant. The Grantee further covenants that no person having any such interest shall be employed in the performance of activities for this Grant.

The Grantee represents and warrants that no elected state official or any employee of the Grantor or a member of such elected state official's or the Grantor's employee's immediate family (parent, spouse, domestic partner, child, brother or sister, daughter-in-law or son-in-law, or grandchild), or any entity in which any such person shall have an ownership interest of 5% or greater, or in which entity such person shall have a controlling interest, has received or will receive a direct or indirect pecuniary benefit from or as a result of the full execution of this Grant. Further, the Grantee represents and warrants that it has not and will not enter into any contract for goods or services with the persons enumerated above using any funds made available to Grantee under this Grant.

ARTICLE IX SUBCONTRACTS

The Grantee shall not execute or concur in any subcontract with any person or entity in any respect concerning the activities herein without prior written approval of the Grantor. Such prior written approval shall not be required for the purchase by the Grantee of articles, supplies, equipment and activities which are both necessary for and merely incidental to the performance of the work required under this Grant. The Grantee shall not execute or concur in any subcontract declared disapproved by the Grantor. A subcontractor shall be automatically disapproved, without a declaration from the Grantor, if the subcontractor is currently or becomes suspended or debarred by the Commonwealth or the federal government. In any event, the Grantee shall be responsible for the quantity and quality of the performance of any of its subcontracts.

All subcontracts must contain provisions of nondiscrimination/sexual harassment as specified in the Article entitled Compliance with Applicable Statutes and Regulations, subsection (b). In addition, all subcontracts involving the pass through of Grant funds to subrecipients must include the contract closeout requirements contained in the Article entitled Contract Closeout Requirements. The Grantee is responsible for ensuring that copies of cancelled checks are received from subcontractors verifying the payment of eligible project costs incurred in accordance with the terms of this Contract, and, in the event that the Commonwealth audits this Contract, for resolving any findings contained in any audit reports. All costs deemed unallowable in any audit report involving the pass through of Grant funds to subrecipients are required to be returned to the Grantor through the Grantee.

ARTICLE X BIDDING REQUIREMENTS

If the Grantee is a political subdivision or other entity for which open and competitive bidding procedures have been established by law, the Grantee shall comply with those procedures if they are applicable to the project being funded with the grant funds. Otherwise, the Grantee shall comply with open and competitive bidding procedures in awarding any and all grants, subgrants, contracts, subcontracts or other agreements in excess of \$10,000.00 for construction, reconstruction, demolition, alteration and/or repair, for acquisition of machinery and equipment, or for engagement of the services of a professional consultant, when said grants, subgrants, contracts, subcontracts or other agreements are funded in whole or at least 50% in part with funds made available under this Grant. The Grantor may require the Grantee to submit proof of compliance with said procedures, and failure to provide such proof to the satisfaction of the Grantor may result in termination of the Grant and repayment of all or a portion of the funds available under this Grant. Upon written request and for good cause shown, the Grantor may, at the Grantor's sole discretion, permit the Grantee to use an alternative procedure for solicitation of bids not inconsistent with law.

ARTICLE XI RECORDS

The Grantee, using accepted procedures, shall maintain at its principal office or place of business complete and accurate records and accounts including documents, correspondence and other evidence pertaining to costs and expenses of this Grant, and reflecting all matters and activities covered by this Grant.

At any time during normal business hours and as often as the Grantor deems necessary, the Grantee shall make available for inspection by the Grantor, the Commonwealth Auditor General, the Commonwealth Attorney General, or the Comptroller General of the United States, or their duly authorized representative, all of its records with respect to all matters covered by this Grant and will permit the Grantor to audit, examine and make copies of such records.

All required records shall be maintained by the Grantee for a period of five (5) years from the date of final audit or close out of this Grant by the Grantor, except in those cases where unresolved audit questions may require maintaining some or all records for a longer period. In such event, records shall be maintained until all pending matters are resolved.

ARTICLE XII PROGRESS REPORTS

The Grantee and its subcontractors shall furnish to the Grantor such progress reports in such form and quantity as the Grantor may from time to time require, including, but not limited to, status reports of the project, project account statements, certificates, approvals, proposed budgets, invoices, copies of all contracts executed and proposed, employment placements, follow-up reports and any and all other information relative to the Grant as may be requested. The Grantor or its representative shall have the right to make reasonable inspections to monitor the Grantee's performance under this Grant.

In the event that the Grantor determines that the Grantee or its subcontractor(s) has not furnished such reports as required by the Grantor, the Grantor, by giving written notice to the Grantee, may suspend payments under this Grant until such time as the required reports are submitted.

ARTICLE XIII ACKNOWLEDGMENT OF COMMONWEALTH ASSISTANCE

Any publication concerning a project financed by the Grantor will acknowledge Commonwealth financial assistance as follows:

"This Project was financed *[in part]* by a grant from the Commonwealth of Pennsylvania, Commonwealth Financing Authority."

Signs acknowledging said Commonwealth financial assistance or administrative participation will be erected in the project area as soon as possible after the effective date of this Grant. Acknowledgment of Commonwealth financial assistance may be combined with acknowledgment of other funding sources on project signs or in project publications.

ARTICLE XIV CONTRACT CLOSEOUT REQUIREMENTS

Unless otherwise directed in writing by the Grantor, the Grantee shall, within 45 days of the Grantee's receipt of the final payment of grant funds under this Contract, submit copies of cancelled checks verifying the payment of eligible project costs incurred in accordance with the terms of this Contract and copies of cancelled checks verifying the expenditure of any required matching funds.

All terms and conditions of this Contract will remain in effect and be binding upon the parties thereto until all cancelled checks, totaling the entire amount of grant funds received by the Grantee under this Contract and the entire amount of required matching funds, are submitted and accepted by the Grantor.

The Commonwealth reserves the right for state agencies or their authorized representative to perform audits of a financial or performance nature if deemed necessary. The costs for any such work performed by the state or federal agencies will be borne by those agencies at no additional expense to the Grantee. In the event that the Commonwealth audits this Contract, all costs deemed unallowable in any audit report are required to be returned by the Grantee to the Grantor.

ARTICLE XV TEMPORARY SUSPENSION OF THE CONTRACT

Upon written notice and at any time during the period covered under this Grant, the Grantor may suspend payments and/or request suspension of all or any part of the Grant activities. The Grantor may give such notice to suspend for the following reasons:

- (a) Violations of laws and regulations, audit exceptions, misuse of funds, failure to submit required reports or when responsible public officials or private citizens make allegations of mismanagement, malfeasance or criminal activity.
- (b) When, in the opinion of the Grantor, the activities cannot be continued in such manner as to adequately fulfill the intent of statute or regulations due to act of God, strike or disaster.

During the term of suspension, the Grantor and Grantee shall retain and hold available any and all funds previously approved for application to the activities. During this period all such funds held by the Grantee shall be placed in an interest bearing program expenditures account. The Grantee may not expend any such funds during the period that the Grant is suspended except pursuant to order of a court of competent jurisdiction. The Grantee shall have the right to cure any default or other circumstance that is the basis for suspension of this Grant within a reasonable period of time.

This Grant is also conditioned upon complete performance by the Grantee of past agreements or contracts between the Grantor and the Grantee. Complete performance includes the Grantee's timely submission of the required final audit of past agreements or contracts to the Grantor. In the event that the Grantor determines that there has been incomplete performance of past agreements or contracts by the Grantee, the Grantor, by giving written notice to the Grantee, will suspend payments under this Grant until such time as the Grantee has fulfilled its obligations under past agreements or contracts to the satisfaction of the Grantor. When the Grantee has fulfilled its obligation under past agreements or contracts to the Grantor's satisfaction, the Grantor will resume payments under this Grant.

ARTICLE XVI TERMINATION OF THE CONTRACT

The Grantor may terminate this Grant at any time for its convenience or for any other reason if it determines that termination is in its best interests, or is otherwise appropriate, by giving written notice to the Grantee of such termination and specifying the effective date thereof. Termination pursuant to this section shall not be applicable to funds that the Grantee is legally or contractually obligated to pay as a result of project activities entered into prior to the date that it receives written notice of termination. All grant monies not legally or contractually obligated, plus accrued interest, shall be returned to the Grantor on or before the effective date of termination and all project records shall be made available to the Grantor.

ARTICLE XVII ENTIRE AGREEMENT

This Grant, when signed by all the parties hereto, constitutes the full and complete understanding and agreement of the parties of its express terms as provided above.

No provision of this Grant shall be construed in any manner so as to create any rights in third parties not party to this Grant. It shall be interpreted solely to define specific duties and responsibilities between the Grantor and the Grantee and shall not provide any basis for claims of any other individual, partnership, corporation, organization or municipal entity.

ARTICLE XVIII AMENDMENTS AND MODIFICATIONS

A properly executed Grant amendment is required to change the termination date of this Grant, to change the Grant Activity Period, to amend the grant amount or to make major changes in the approved program scope, objectives or methods. Such an amendment must be executed if there is a significant change in the activities to be conducted under this Grant. Other revisions to the Project Description or Budget may be made upon written approval from the Grantor after prior written request of the Grantee; provided, the request is made by the Grantee and approved by the Grantor prior to the termination or expiration of the Grant.

**ARTICLE XIX
SEVERABILITY**

Should any section or any part of any section of this Grant be rendered void, invalid or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid, or unenforceable any other section or part of any section of this Grant.

**ARTICLE XX
CONSTRUCTION**

This Grant shall be interpreted and construed in accordance with federal law, where applicable, and with the laws of the Commonwealth. All of the terms and conditions of this Grant are expressly intended to be construed as covenants as well as conditions. The titles of the sections and subsections herein have been inserted as a matter of convenience and reference only and shall not control or affect the meaning or construction of any of the terms or provisions herein.

**ARTICLE XXI
NONWAIVER OF REMEDIES**

No delay or failure on the part of the Grantor in exercising any right, power or privilege hereunder shall affect such right, power or privilege; nor shall any single or partial exercise thereof or any abandonment, waiver, or discontinuance of steps to enforce such a right, power or privilege preclude any other or further exercise thereof, or the exercise of any other right, power or privilege. The rights and remedies of the Grantor hereunder are cumulative and concurrent and not exclusive of any rights or remedies which it might otherwise have. The Grantor shall have the right at all times to enforce the provisions of this Grant in accordance with the terms hereof notwithstanding any conduct or custom on the part of the Grantor in refraining from so doing at any time or times. The failure of the Grantor at any time or times to enforce its rights under such provisions, in accordance with the same, shall not be construed as having created a custom in any way or manner contrary to specific provisions of this Grant or as having in any way or manner modified or waived the same.

[Remainder of page left intentionally blank.]

IN WITNESS WHEREOF the parties hereunto have set their hands and seals on:

WITNESS:

ABINGTON TOWNSHIP

For Authority signatures only



Federal Identification Number 236000025

Commonwealth Financing Authority

GRANTEE: Please sign & complete at "X's" only



Executive Director

Date

X By _____ (Seal)

X Title _____

X Date _____

X By _____

X Title _____

X Date _____

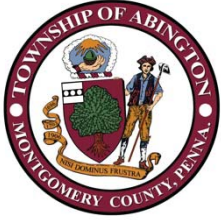
For Commonwealth signatures only



Approved as to Legality and Form

Authority Counsel Date

Office of Attorney General Date



PUBLIC AFFAIRS COMMITTEE

AGENDA ITEM

April 4, 2018

DATE

PA-05-041218

AGENDA ITEM NUMBER

Engineering & Code

DEPARTMENT

FISCAL IMPACT

Cost > \$10,000.

Yes

No

PUBLIC BID REQUIRED

Cost > \$20,100

Yes

No

AGENDA ITEM:

Delaware River Restoration Program Grant (NFWF) for Ardsley Wildlife Sanctuary Basin Retrofit and Stream Restoration.

EXECUTIVE SUMMARY:

The Ardsley Wildlife Sanctuary is located in the Sandy Run portion of the Wissahickon Watershed and has been identified as a priority for implementation of improved stormwater control measures. The project proposes retrofitting the existing basin to provide additional storage and extended detention. The project also proposes to stabilize the extremely eroded streambanks.

The required 25% Township match can be met using the previously awarded \$100,000.00 from DCED. The Wissahickon Valley Watershed Association will assist the Township with the application process.

PREVIOUS BOARD ACTIONS:

The Township applied for a DCED Grant and in November, 2017 and was approved for \$100,000.00 of the \$300,000.00 that was requested.

RECOMMENDED BOARD ACTION:

Motion to approve the application for a grant for the Ardsley Wildlife Sanctuary Basin Retrofit and Stream Restoration in the amount of \$250,000.00.



PUBLIC AFFAIRS COMMITTEE

AGENDA ITEM

April 4, 2018

DATE

PA-06-041218

AGENDA ITEM NUMBER

Administration

DEPARTMENT

FISCAL IMPACT

Cost > \$10,000.

Yes

No

PUBLIC BID REQUIRED

Cost > \$20,100

Yes

No

AGENDA ITEM:

Business District Landscape Maintenance Bid

EXECUTIVE SUMMARY:

The primary bid relates to landscape maintenance in all business district planning areas with respect to tree pit care, flower bed restoration, weed control in paver areas, and the like.

In addition, the bid provides for work as necessary or directed for brick and concrete repair, tree root damage repairs, and unforeseen work which may be necessary to properly maintain the public areas.

Biase Landscaping has agreed to a zero percent increase over the last two year's pricing.

Funds will be drawn from economic development capital accounts reserved for this purpose. Biase Landscaping has agreed to a zero percent increase over 2016 and 2017's pricing.

PREVIOUS BOARD ACTIONS:

The 2016 and 2017 capital budgets provided funding for continuation of the economic revitalization program maintenance as approved by the Board of Commissioners.

The bid was duly advertised as a potential three-year bid for 2016, 2017, and 2018 depending on budget and satisfactory performance. Staff recommends continuance for year 2018.

RECOMMENDED BOARD ACTION:

Motion authorizing the proper township official to contract with Louis F. Biase, Landscape Contractor, for the 2018 service year in an amount not to exceed \$ 100,000 for the Business District Landscape Maintenance Contract. Funds will be drawn from economic development capital accounts reserved for this purpose.

LANDSCAPE MAINTENANCE BID

FOR ABINGTON TOWNSHIP BUSINESS DISTRICTS

2016

**BID ADVERTISEMENT
LANDSCAPE MAINTENANCE BID
FOR ABINGTON TOWNSHIP BUSINESS DISTRICTS**

Sealed Bids will be received by the Township of Abington at the Township Building, 1176 Old York Road, Abington, Pennsylvania, 19001 until 12:00 p.m., prevailing time, on Tuesday, the 7th of July, 2015. Bid submissions must be time-stamped by the receptionist on duty prior to the strike of noon. They will be publicly opened and read at 12:05 p.m. the same day, in the Abington Township Board Room for consideration of the:

**LANDSCAPE MAINTENANCE BID
FOR ABINGTON TOWNSHIP BUSINESS DISTRICTS**

Proposals are subject to the conditions and requirements contained in General Specifications and Special Provisions, Form of Proposal, and Contract Documents, which may be examined at the Assistant Manager's Office, 1176 Old York Road, Abington, Pennsylvania, and copies thereof may be obtained. The non-refundable cost of reproduction and handling will be \$10.00 per set. All checks shall be made payable to Abington Township. A PDF version is available at no cost and can be obtained by submitting a request by email to twehmeyer@abington.org.

A certified check in the amount of 10% or bid bond in the amount of 10% of the bid, drawn to the order of the Township of Abington, must be submitted with the proposal. Only bonds from companies licensed to do business in the State where the Owner is located will be accepted and the bond shall so state same.

The Contractor is hereby notified that applicable prevailing wage rates of the Pennsylvania Department of Labor and Industry must be paid in this Contract.

A MANDATORY pre-bid meeting will be held at the Abington Township Municipal Building, 1176 Old York Road, Abington, PA, 19001 on Tuesday, June 30, 2015 at 11:00 AM to discuss the project. ATTENDANCE BY ALL PRIMARY BIDDERS IS MANDATORY.

BIDDERS ARE STRONGLY ENCOURAGED TO VISIT THE SITES TO DETERMINE THE EXISTING CONDITIONS AND THE MAGNITUDE OF WORK TO BE COMPLETED.

The proposal must be SEALED and marked "LANDSCAPE MAINTENANCE BID – for ABINGTON TOWNSHIP BUSINESS DISTRICTS" and addressed to Tara Wehmeyer. Bidders name and return address shall also be placed on outside of envelope.

The right is reserved to reject any or all bids, and to adjust quantities or amount to maintain project budget. No bidder may withdraw his bid within sixty (60) days after the actual date of the opening thereof.

By ORDER of the BOARD OF COMMISSIONERS.

Michael LeFevre, Secretary
1176 Old York Road
Abington, PA 19001



AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

BIASE LANDSCAPING, LLC
PO Box 267
Telford, PA 18969

SURETY:

(Name, legal status and principal place of business)

United States Surety Company
20 W. Aylesbury Road
P.O. Box 5605
Timonium, MD 21094-5605

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

Abington Township
1176 Old York Road
Abington, PA 19001

BOND AMOUNT: TEN PERCENT (10%) OF THE TOTAL BID

PROJECT: Landscape Maintenance Bid

(Name, location or address, and Project number, if any)

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 7th day of July, 2015.

Frank Biase
(Witness)

Vincent Giorgio
(Witness)

BIASE LANDSCAPING, LLC
(Principal) (Seal)

Owner Louis J. Biase
(Title)

United States Surety Company
(Surety) (Seal)

Heather Lindsay
(Title) Heather Lindsay Attorney-in-Fact

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured

United States Surety Company

CONSENT OF SURETY

KNOW ALL MEN BY THESE PRESENTS,

That for and in consideration of the sum of One Dollar, lawful money of the United States, the receipt whereof is hereby acknowledged, paid the undersigned corporation, and for other valuable consideration, the

United States Surety Company, a corporation organized and existing under the laws of the State of **MD** and licensed to do business in the State of **Pennsylvania** consents and agrees,

that if the contract for the **Abington Township:**

Landscape Maintenance Bid

be awarded to **BIASE LANDSCAPING, LLC** the undersigned corporation agrees with the said

Abington Township to execute the final bonds as required by the specifications, and to

become surety in the full amount of the contract price for the faithful performance of the contract.

IN WITNESS WHEREOF, the undersigned corporation has caused this agreement to be signed by its duly authorized representative and its corporate seal be hereto affixed this

7th day of July, 2015.

United States Surety Company

By Heather Lindsay
Heather Lindsay, ATTORNEY-IN-FACT

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

James D. Toennies, Erika L. Toennies, Heather Lindsay

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Unlimited***** Dollars (\$ ***unlimited***).

This Power of Attorney shall expire without further action on December 20, 2017. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed; this 1st day of December, 2014.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals



By: Daniel P. Aguilar, Vice President

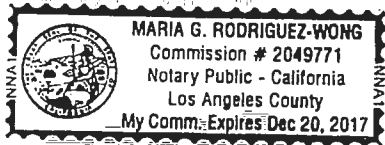
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles SS:

On this 1st day of December, 2014, before me, Maria G. Rodriguez-Wong, a notary public, personally appeared Dan P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Signature (Seal)



I, Michael Chalekson, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 7th day of July 2015

Corporate Seals



Bond No. n/a
Agency No. 12112

Michael Chalekson, Assistant Secretary

UNITED STATES SURETY COMPANY
STATUTORY STATEMENT OF ADMITTED ASSETS,
LIABILITIES, CAPITAL AND SURPLUS (1)
December 31, 2014

Admitted Assets

Investments:	
Fixed Maturities, at amortized cost	49,558,265
Cash and short term investments	<u>1,068,751</u>
<i>Total cash and Invested assets:</i>	<u>50,627,016</u>
Investment income due and accrued	578,738
Premium receivable	2,528,982
Reinsurance recoverable on paid losses	(16,183)
Net deferred tax asset	969,272
Electronic data processing equipment and software	2,932
Receivables from parent, subsidiaries and affiliates	3,080,088
State income tax receivable	16,787
Cash held for others	<u>51,636</u>
	<u>7,212,252</u>
<i>Total admitted assets</i>	<u>57,839,268</u>

Liabilities and Capital and Surplus

Liabilities:	
Unpaid loss and loss adjustment expense	6,215,480
Commission payable	143,918
Accrued expenses	1,058,080
Taxes, licenses, and fees	91,058
Federal taxes	1,518,179
Unearned premiums	9,618,672
Advance premium	6,711
Ceded reinsurance balance payable	(10,601)
Amounts withheld or retained for others	1,443,756
Payable to parent, subsidiaries and affiliates	<u>735,881</u>
<i>Total liabilities</i>	<u>20,821,134</u>
Capital and Surplus:	
Capital Stock	2,100,000
Additional paid-in and contributed capital	21,898,706
Unassigned surplus	13,019,428
	<u>37,018,134</u>
<i>Total liabilities and capital and surplus</i>	<u>57,839,268</u>

(1) - In accordance with the statutory financial statements as filed on March 1, 2015.

I, Peter W. Carman, Chief Financial Officer of United States Surety Company, hereby certify that to the best of my knowledge and belief, the foregoing is a full and true Statutory Statement of Admitted Assets, Liabilities and Capital and Surplus of the Company as of December 31, 2014, prepared in conformity with accounting practices prescribed or permitted by the Maryland Insurance Administration. The foregoing statement should not be taken as a complete statement of financial condition of the Company. Such a statement is available upon written request at the Company's home office located at 20 West Aylesbury Road, Timonium, Maryland 21093.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Corporation at Timonium, Maryland.



Peter W. Carman
Chief Financial Officer

******* IMPORTANT - PLEASE RESPOND *******

Contractor BIASE LANDSCAPING, LLC

Bid Date July 7th 2015

Obligee Abington Township

Landscape Maintenance Bid

Please complete the following for bid results and return
MOTEN ASSOCIATES
450 S. Gravers Road, Suite 200, Plymouth Meeting, PA 19462
FAX: (484)567-0158

1st Low Bid _____ Contractor Name _____

2nd Low Bid _____ Contractor Name _____

3rd Low Bid _____ Contractor Name _____

****All bid results must be reported within 15 days of the bid date. Failure to report on time could render the bond void. Your cooperation would be appreciated.**

Your bid amount (if it does not appear above) _____

C

PROPOSAL FORM TO BE USED BY BIDDERS

ALL proposals must be submitted on this FORM OF PROPOSAL.

COMMISSIONERS OF THE TOWNSHIP OF ABINGTON
Economic Development Office

Gentlemen:

B&S Landscaping, Inc., the undersigned, declare:

First that B&S Landscaping, Inc. have personally examined the Specifications, Plans and Contract forms, and the location of the proposed work, and have satisfied themselves as to the quantity and character of the work and the materials necessary to complete the work on the location stated below. Furthermore, B&S Landscaping, Inc. will execute the contract documents and provide the Township with a Performance Bond and a Labor and Materialmen's Bond if awarded the contract.

LANDSCAPE MAINTENANCE BID
ABINGTON TOWNSHIP BUSINESS DISTRICT

PRIMARY BID

<u>Item No.</u>	<u>Description</u>	<u>Applications</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
<u>ITEM NO. 1 - Display Areas</u>					
A.	Zone One: Roslyn District	3	each	<u>\$365.00</u>	<u>\$1,095.00</u>
B.	Zone Two: North Hills District	3	each	<u>\$365.00</u>	<u>\$1,095.00</u>
C.	Zone Three: York Road District	3	each	<u>\$1,200.00</u>	<u>\$5,100.00</u>
D.	Zone Four: Keswick Village District	3	each	<u>\$385.00</u>	<u>\$1,155.00</u>
E.	Zone Five: The Fairway Business District	3	each	<u>\$100.00</u>	<u>\$300.00</u>

F.	Zone Six: Ardsley Business District	3	each	<u>\$ 50.00 \$ 150.00</u>
G.	Zone Eight Hollywood Business District	3	each	<u>\$ 685.00 \$ 2,055.00</u>
H.	Zone Nine Glenside Business District	3	each	<u>\$ 150.00 \$ 450.00</u>
			Subtotal	<u>\$ 11,400.00</u>

ITEM NO. 2 - Tree Pit Maintenance

A.	Zone One: Easton Road Roslyn 50 Tree Pits	2	each	<u>\$ 300.00 \$ 600.00</u>
B.	Zone Two: North Hill Limekiln & Mt Carmel 43 Tree Pits	2	each	<u>\$ 300.00 \$ 600.00</u>
C.	Zone Three: Old York Rd. 47 Tree Pits	2	each	<u>\$ 300.00 \$ 600.00</u>
D.	Zone Four: Keswick Village 55 Tree Pits	3	each	<u>\$ 300.00 \$ 900.00</u>
			Subtotal	<u>\$ 2,700.00</u>

ITEM NO. 3 - Tree Trimming

A.	Zone One: Easton Road Roslyn 50 Trees	1	each	<u>\$ 100.00 \$ 100.00</u>
B.	Zone Two: North Hill Limekiln & Mt Carmel 43 Trees	1	each	<u>\$ 80.00 \$ 80.00</u>

C.	Zone Three: Old York Rd. 47 Trees	1	each	<u>\$ 80.00 \$ 80.00</u>
D.	Zone Four: Keswick Village 55 Trees	1	each	<u>\$ 100.00 \$ 100.00</u>
E.	Zone Five: Jenkintown Rd 2 Trees	1	each	<u>\$ 10.00 \$ 10.00</u>
F.	Zone Six: Mc Kinley 7 Trees	1	each	<u>\$ 20.00 \$ 20.00</u>
			Subtotal	<u>\$ 390.00</u>

ITEM NO. 4 - Brick Paver Treatment

A.	Zone One: Easton Road Roslyn All Brick Paver Sidewalks	2	each	<u>\$ 100.00 \$ 200.00</u>
B.	Zone Two: North Hill Limekiln & Mt Carmel All Brick Paver Sidewalks	2	each	<u>\$ 100.00 \$ 200.00</u>
C.	Zone Three: Old York Rd. All Brick Paver Sidewalks	2	each	<u>\$ 100.00 \$ 200.00</u>
D.	Zone Four: Keswick Village All Brick Paver Sidewalks	2	each	<u>\$ 100.00 \$ 200.00</u>
E.	Zone Five: Jenkintown Rd. All Brick Paver Sidewalks	2	each	<u>\$ 100.00 \$ 200.00</u>
F.	Zone Six: Township Line Rd. All Brick Paver Sidewalks	2	each	<u>\$ 100.00 \$ 200.00</u>
			Subtotal	<u>\$ 1,200.00</u>

ITEM NO. 5 - Grass Cutting

A.	Zone One: Roslyn	8	each	<u>\$ 10.00</u>	<u>\$ 80.00</u>
B.	Zone Two: The Fairway	8	each	<u>\$ 10.00</u>	<u>\$ 80.00</u>
C.	Zone Six: Ardsley	8	each	<u>\$ 10.00</u>	<u>\$ 80.00</u>
			Subtotal	<u>\$</u>	<u>240.00</u>

ITEM NO. 6 - Hardscape Repair

		Quantity	Unit		
A.	Excavate and remove 4 to 6 inch concrete sidewalk blocks and replace with same, include stone.	1,000 est.	Sq. Ft.	<u>\$ 8.00</u>	<u>\$ 8,000.00</u>
B.	Excavate and remove 4 to 6 inch concrete sidewalk blocks, remove all tree root material within, and replace with 6 inch concrete.	500 est.	Sq. Ft.	<u>\$ 10.00</u>	<u>\$ 5,000.00</u>
C.	Excavate and remove 2 to 3 inch Macadam and replace with same.	250 est.	Sq. Ft.	<u>\$ 5.00</u>	<u>\$ 1,250.00</u>
D.	Excavate and remove 2 to 3 inch Macadam, remove all tree root material within, and replace with same.	250 est.	Sq. Ft.	<u>\$ 5.00</u>	<u>\$ 1,250.00</u>
E.	Excavate and remove 18 inch concrete curbing and replace with same.	100 est.	L. F.	<u>\$ 22.00</u>	<u>\$ 2,200.00</u>
F.	Remove and reset brick pavers to grade using modified and sand base.	500 est.	Sq. Ft.	<u>\$ 4.00</u>	<u>\$ 2,000.00</u>

G.	Remove and reset brick pavers to grade using modified and sand base and removing all tree root material below.	500 est.	Sq. Ft.	\$ <u>9.00</u>	\$ <u>4,500.00</u>
H.	Reset brick edging in tree pits	25 est.	L. F.	\$ <u>5.00</u>	\$ <u>125.00</u>
I.	Remove and reset brick pavers to grade using 3 inch concrete sub base and sand.	250 est.	Sq. Ft.	\$ <u>8.00</u>	\$ <u>2,000.00</u>
J.	Repair Belgium Blocks in islands	25 est.	L. F.	\$ <u>5.00</u>	\$ <u>125.00</u>
			Subtotal	\$ <u>26,950.00</u>	

TOTAL AMOUNT OF PRIMARY BID (Sum of total prices) \$ 42,880.00

Amount of Add/Supplemental Potential: (Primary Bid X .50) \$ 21,440.00

TOTAL POTENTIAL CONTRACT AMOUNT (Add items above) \$ 64,320.00

ADD / SUPPLEMENTAL WORK

Item No.	Description	Applications	Unit	Unit Price	Total Price
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ITEM NO. A.1 - Full Tree Pruning

A.	Zone One: Easton Road Roslyn 50 Trees	1	each	\$ <u>2,000.00</u>	\$ <u>2,000.00</u>
B.	Zone Four A: Keswick Village 55 Trees	1	each	\$ <u>8,000.00</u>	\$ <u>8,000.00</u>
C.	Zone Three: Old York Rd. 47 Trees	1	each	\$ <u>6,000.00</u>	\$ <u>6,000.00</u>

ITEM NO. A.2 - Tree Spraying

A.	Zone One: Easton Road Roslyn 50 Trees	1	each	<u>\$ 3,000.00</u> <u>\$ 3,000.00</u>
B.	Zone Two: North Hill Limekiln & Mt Carmel 43 Trees	1	each	<u>\$ 3,000.00</u> <u>\$ 3,000.00</u>
C.	Zone Three: Old York Rd. 47 Trees	1	each	<u>\$ 3,000.00</u> <u>\$ 3,000.00</u>
D.	Zone Four: Keswick Village 55 Trees	1	each	<u>\$ 3,000.00</u> <u>\$ 3,000.00</u>

ITEM NO. A.3 - Tree Replacements

A.	Skyline Honey Locust 3" caliper any or all zones	1	Each	<u>\$ 520.00</u> <u>\$ 520.00</u>
B.	Accolade Flowering Cherry 3 "caliper any or all zones	1	Each	<u>\$ 520.00</u> <u>\$ 520.00</u>

ITEM NO. A.4 - Watering

A.	Surface Watering All Zones all displays	1	Each	<u>\$ 1,200.00</u> <u>\$ 1,200.00</u>
B.	Deep Root Watering All zones all trees	1	Each	<u>\$ 1,500.00</u> <u>\$ 1,500.00</u>

ITEM NO. A.5 - New Planter Bed

A.	New 200 sq. ft. planter bed Remove grass and install mulch	1	Each	<u>\$ 1,200.00</u> <u>\$ 1,200.00</u>
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<u>ITEM NO. A. 6- Furniture Repair</u>	Quantity	Unit	
A. Replace banner on street light (banner and arms are provided by Township)	50 est.	Each	<u>\$ 30.00 \$ 1,500.00</u>
B. Hang banner on banner poles (banner provided by Township) Poles are twenty feet high.	25 est.	Each	<u>\$ 40.00 \$ 1,000.00</u>
C. Replace flag on flagpole (flag provided by Township)	10 est.	Each	<u>\$ 40.00 \$ 400.00</u>
D. Spray paint black period Street light in place, wash light before painting if necessary. Includes labor and paint.	50 est.	Each	<u>\$ 75.00 \$ 3,750.00</u>
E. Deploy bench or trash can From Public Works Yard To business location or, remove bench from field and return to Public Works Yard.	5 est	Each	<u>\$ 50.00 \$ 250.00</u>

ITEM NO. A. 7- Video Work

A. Video sidewalk and paver areas In all zones in Spring and Fall provide mini DVD tapes to twp.	1	Each	<u>\$ 1,000.00 \$ 1,000.00</u>
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ITEM NO. A. 8- Power Washing Bricks and Sidewalk

A. Zone One: Easton Road Roslyn	1	each	<u>\$ 1,200.00 \$ 1,200.00</u>
C. Zone Two: North Hill Limekiln & Mt Carmel	1	each	<u>\$ 1,000.00 \$ 1,000.00</u>
D. Zone Three: Mc Kinley District on Twp Line	1	each	<u>\$ 1,000.00 \$ 1,000.00</u>

E. Zone Four: 1 each \$ 1,800.00 \$ 1,800.00
 Keswick Village

ITEM NO. A. 9- Special Requests

B. This item can include a variety of 10 est. hour \$ 45.00 \$ 450.00
 Tasks requested by the Township
 Such as trash removal to PW Yard,
 Holiday decorations, sign cleaning,
 graffiti, sign or tape removal. These
 requests are handled on a time and
 material cost basis. Indicate here
 your standard labor rate per hour.

TOTAL AMOUNT OF BID ADD/Supplemental Bid \$ 51,290.00

Note: The Township at its sole discretion in assessing performance and market conditions, and without obligation to award, may decide to extend bid services into a second or third calendar year. If you choose to participate in this possibility, list your agreed to primary bid totals below with the percent of primary contract change, if any. A separate Board approval action is required each extension year.

PRICE TO CONTINUE BID FOR 2017 YEAR 0 \$ 42,880.00
 Percent of change from initial primary bid amount

PRICE TO CONTINUE BID FOR 2018 YEAR 0 \$ 42,880.00
 Percent of change from initial primary bid amount

PLEASE CIRCLE OR CHECK WHICH IS APPLICABLE:

CERTIFIED CHECK - 10% OR BID BOND - 10%

Completion date for each project year - December 15th of: 2016, 2017, and 2018

2nd. That Blase Anderson, Inc., will complete this contract, if awarded, by December 15th, 2016

3rd. That if the contract is awarded Blase Anderson by the Commissioners, Blase Anderson will begin work on same within fifteen (15) working days from date of executing the contract.

4th. Blase enclose a certified check for ten percent (10% or bid bond for ten percent (10% of the total amount of the proposal made payable to the Township of Abington for Blase Anderson, Inc., which shall be forfeited

A PARTNERSHIP

By: _____ (SEAL)
(Firm Name)

(General Partner)

Business Address: _____

Phone No.: _____ Date: _____

A JOINT VENTURE

By: _____
(Name)

(Address)

Phone No.: _____ Date: _____

By: _____
(Name)

(Address)

Phone No.: _____ Date: _____

A CORPORATION

By: BIASE Landscaping LLC
(Corporation Name)

PENNSYLVANIA
(State of Incorporation)

By: Louis F. BIASE Louis F. Biase

Name and Signature of Person Authorized to Sign:

OWEN

Title

Corporate Seal

Attest: Frank Biese
(Assistant Secretary)

Business Address: 2328 WELDON AVE
GLENSIDE, PA 19038

Phone Number: 215-283-6490

Date: 6-28-15

(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.)

TOWNSHIP OF ABINGTON

BY: _____

President, Board of Commissioners

ATTEST: _____

Township Manager

NON-COLLISION AFFIDAVIT

State of Pennsylvania :

Contract/Bid No.

County of Montgomery : SS

I state that I am Owner of Birse Industries LLC
(Title) (Name of my Firm)

and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

1. The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
2. Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before the bid opening.
3. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
5. Birse Industries LLC, its affiliates,
(Name of Firm)

subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years 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, except as follows:

I state that BISS Indusians 110
(Name of Firm) understands and acknowledges that the above representations are material and important, and will be relied on by

Abington Township
(Name of Public Entity) in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is, and shall be treated as fraudulent concealment from Abington Township
(Name of Public Entity) of the true facts relating to the submission of bids for this contract.

Louis F. BISS OWNER
(Name of Company Position)

Sworn to and Subscribed
Before me this 30th day
Of June, 2015

Paul Conway
(Notary Public)

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Paul G. Conway, Notary Public
Upper Moreland Twp., Montgomery County
My Commission Expires Sept. 10, 2017
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

My Commission Expires:

BIDDER AFFIDAVIT

(This Affidavit is part of the Proposal)

State of PENNSYLVANIA

SS:

County of MONTGOMERY

Louis F. Bias of Bias Landscaping, Inc (SIGN)
Being duly sworn, deposes and says that he resides at

2328 Weldon Ave Glenside, PA 19038

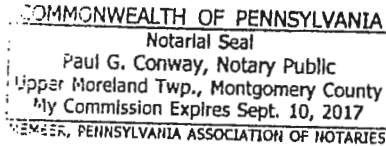
That he is the OWNER
(give title)

who signed the above proposal or bid, that he was duly authorized to sign and that the bid is the true offer of the bidder, that the seal attached is the seal of the bidder and that all the declarations and statements contained in the bid are true to the best of his/her knowledge and belief.

Subscribed and Sworn to before me this 30th day of June, 2015.

Louis F. Bias
(Name and Company Position)

Paul Conway
(Notary Public)



My Commission Expires:

THIS SIDE MUST BE COMPLETED ON FIRST AND LAST SUBMISSIONS ONLY.

*FRINGE BENEFITS EXPLANATION (FB): Bona fide benefits contribution, except those required by Federal or State La
employment tax, workers' compensation, income taxes, etc.)

Please specify the type of benefits provided and contributions per hour:

- 1) Medical or hospital care _____
- 2) Pension or retirement _____
- 3) Life Insurance _____
- 4) Disability _____
- 5) Vacation, holiday yes _____
- 6) Other (please specify) WORKMANS COMP _____

CERTIFIED STATEMENT OF COMPLIANCE

1. The undersigned, having executed a contract with Abington Township
(AWARDING AGENCY, CONTRACTOR OR SUBCONTRACTOR)
_____ for the construction of the above-identified project, acknowledges that

- (a) The prevailing wage requirements and the predetermined rates are included in the aforesaid contract.
- (b) Correction of any infractions of the aforesaid conditions is the contractor's or subcontractor's responsibility.
- (c) It is the contractor's responsibility to include the Prevailing Wage requirements and the predetermined rates in an subcontract or lower tier subcontract for this project.

The undersigned certifies that:

- (a) Neither he nor his firm, nor any firm, corporation or partnership in which he or his firm has an interest is debarred by the Secretary of Labor and Industry pursuant to Section 11(e) of the Pennsylvania Prevailing Wage Act, Act of August 15, 1961, P.L. 987 as amended, 43 P.S. § 165-11(e).
- (b) No part of this contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm corporation or partnership in which such subcontractor has an interest is debarred pursuant to the aforementioned statute.

3. The undersigned certifies that:

- (a) The legal name and the business address of the contractor or subcontractor are:
- (b) The undersigned is: a single proprietorship a corporation organized in the state of PENNSYLVANIA
 a partnership other organization (describe) _____

(c) The name, title and address of the owner, partners or officers of the contractor/subcontractor are:

NAME	TITLE	ADDRESS
<u>LOUIS F. BIASE</u>	<u>OWNER</u>	<u>2328 Weldon Ave.</u>
		<u>Glenview, Pa. 19078</u>

The willful falsification of any of the above statements may subject the contractor to civil or criminal prosecution, provided in the Pennsylvania Prevailing Wage Act of August 15, 1961 (P.L. 987), as amended, August 9, 1963, 43 P.S. § 165.1 through 165.17.

6-28-15

(DATE)

Louis F. Biase

(SIGNATURE)

Owner

(TITLE)

Required Company Information:
Attach additional sheets if necessary: L.L.C.

- A. Name of Company: Biase Landscaping L.L.C.
Louis F. Biase
- B. Address of Business: 2328 Weldon Ave. Glenside Pa 19038
Louis F. Biase
- C. Name of CEO or Pres: _____
- D. Business Phone: 215-783-6490 ^{Print}
- E. Fax Phone: _____
- F. E-mail Address: landscape46@Comcast.net
- G. Type of Business: landscape, Concrete, Blacktop
- B. Date when company or proprietorship was formed: 1928
- C. Number of employees qualified to do this work: 5
- D. Description and of motorized equipment:
3 pickup truck, 1 stake Dump, 1 skid steer, 3 trailers, 3 zero turn mowers, 8 weedwackers, 6 back pack blowers, 2 48" walk behind mowers
- E. Previous similar work projects:
Rockledge Sidewalk Construction, Keswick Village
Admore Concrete Construction
- F. List of References:
Abington Township Tim Clark, Abington Township Park
Doug Wendell 215-576-5213, Rockledge Borough, Keith Tamar
215-379-8572, Doylestown Township Richard John, 215-348-
Abington High School, Steve Sailes 215-884-4700 9915
- G. Describe any other qualities or assets which qualify you:
I am the 3rd Generation Owner, Extensive landscaping
Knowledge, Very Metcous
- H. Insurance Company Name, amount, type and contact info:
Brown & Brown 2,000,000.00 Liability Vincent Giorgio 484-567-0150
1,000,000.00 WORKMANS COMP Ext. 145
- I. Name of Foreman assigned to this job: Louis F Biase
Mobile Phone # 215-783-6490 Emergency Phone # 215-783-6490

to and become the property of the Township if ^{BIASE} ~~landscaping~~ proposal is accepted by the Board of Commissioners and BIASE shall fail, refuse or neglect to execute the contract, complete with properly executed surety as called for by the contract, within ten (10) days from date of notification of acceptance of the Board of Commissioners.

FIRM BIASE LANDSCAPING LLC
ADDRESS PO BOX 267 Telford, Pa 18969
PHONE NO. 215-783-6490
BY Louis F. Biase OWNER
Name and Title

Required Company Information:
Attach additional sheets if necessary:

- A. Name of Company: BIASE LANDSCAPING LLC
- B. Address of Business: PO BOX 267
Telford, Pa 18969
- C. Name of CEO or Pres: LOUIS F. BIASE
Print
- D. Business Phone: 215-783-6490
- E. Fax Phone: _____
- F. E-mail Address: LANDSCAPE76@COMCAST.NET
- G. Type of Business: LANDSCAPING, CONCRETE, BLACKTOP
- B. Date when company or proprietorship was formed: ~~2008~~ 1988
- C. Number of employees qualified to do this work: 5
- D. Description and of motorized equipment:
3 ROCKWORTH TRUCKS, 1 SKID BODY, 1 SKID STEER, 4 TRAILERS, 5 ZERO TURN MOWERS
8 WOOD CHIPPERS, 6 BACK HOE LOADERS, 2 48" WALK BEHINDS
- E. Previous similar work projects:
Rockledge Borough, UPRN Dublin Township
Kenswick Village
- F. List of References: SEE ATTACHED

- G. Describe any other qualities or assets which qualify you:
I AM THE 3rd GENERATION OWNER, EXTENSIVE LICENSED KNOWLEDGE, VERY METICULOUS
- H. Insurance Company Name, amount, type and contact info:
DONEJOL INS. 1,000,000.00 2,000,000.00 GENERAL AGENT
GENERAL LIABILITY
- I. Name of Foreman assigned to this job: FRANK BIASE
 Mobile Phone # 215-350-0200 Emergency Phone # 215-789-8990

Abington Township
 E – Verify Compliance Notice

This contract is subject to the provisions of the Public Works Employment Verification Act, Act of Jul. 5, 2012, P.L. 1086, No. 127 (the “Act”). As a precondition of being awarded this contract, all bidders must provide the verification form required by section 4 subsection (c) of the Act, acknowledging the bidder’s responsibilities under and its compliance with section 3 of the Act. **Failure to comply with this requirement will result in rejection of the bid.** Prior to commencing work under this contract, all subcontractors shall provide the Owner with the verification form described in section 4 subsection (c) of the Act, acknowledging its responsibilities and its compliance with section 3 of the act.

See Public Works employment Verification Act attached.



Employment Eligibility Verification

Welcome
BIASE LOUIS

User ID
BLOU1299

Last Login
02:53 PM - 06/30/2015 [Log Out](#)



Click any for help

- Home
- My Cases
- New Case
- View Cases
- Search Cases
- My Profile
- Edit Profile
- Change Password
- Change Security Questions
- My Company
- Edit Company Profile
- Add New User
- View Existing Users
- Close Company Account
- My Reports
- View Reports
- My Resources
- View Essential Resources
- Take Tutorial
- View User Manual
- Share Ideas
- Contact Us

Company Information

Company Name:	BIASE LANDSCAPING, LLC	View / Edit
Company ID Number:	890412	
Doing Business As (DBA) Name:		
DUNS Number:		
Physical Location:		
Address 1:	2328 WELDON AVENUE	Mailing Address:
Address 2:		Address 1:
City:	GLENSIDE	Address 2:
State:	PA	City:
Zip Code:	19038	State:
County:	MONTGOMERY	Zip Code:
Additional Information:		
Employer Identification Number:	262219141	
Total Number of Employees:	1 to 4	
Parent Organization:		
Administrator:		
Organization Designation:		
Employer Category:	None of these categories apply	

NAICS Code:	561 - ADMINISTRATIVE AND SUPPORT SERVICES	View / Edit
Total Hiring Sites:	1	View / Edit
Total Points of Contact:	2	View / Edit

[View MOU](#)

SENSITIVE BUT UNCLASSIFIED

Department of Homeland Security
E-Verify

Report Prepared: 06/30/2015
Page: 1 of 1

Case Verification Number: 2015181144850JG

Case Information:**Employee Information:**

Last Name:	biase	First Name:	louis
Middle Initial:	f	Other Names Used:	
Social Security Number:	*** ** 5715	Date of Birth:	02/27/1980
Citizenship Status:	A citizen of the United States	Email Address:	

Document Information:

List B Document:	Driver's license or ID card issued by a U.S. state or outlying possession	List C Document:	Social Security Card
Document Name:	Driver's license	Document State:	Pennsylvania
Driver's License or ID Card Number:		Document Expiration Date:	02/28/2016
Alien Number:		I-94 Number:	

Additional Information:

Hire Date:	07/01/2015	Employer Case ID:	
Three-Day Rule Reason:		Three-Day Rule - Other:	
Submitted By:	BLOU1299	Submitted On:	06/30/2015

Initial Case Result:

Case Result: Employment Authorized

Employee Referred to SSA:

Referred By: Referred On:

Case Result from SSA (after SSA Tentative Nonconfirmation):

Case Result: Response Date:

Resubmitted to SSA (after Review and Update Employee Data):

Last Name:	First Name:
Middle Initial:	Other Names Used:
Social Security Number:	Date of Birth:
Resubmitted By:	Resubmitted On:

Case Result from SSA (after Resubmission):

Case Result:

Request Name Review:

Comments:
Submitted By: Submitted On:

Case Result from DHS (after DHS Verification in Process):

Case Result: Response Date:

Employee Referred to DHS:

Referred By: Referred On:

Case Result from DHS (after DHS Tentative Nonconfirmation):

Case Result: Response Date:

Photo Matching Results:

SENSITIVE BUT UNCLASSIFIED

Department of Homeland Security
E-Verify

Report Prepared: 06/30/2015

Page: 1 of 1

Case Verification Number: 2015181145056ZY

Case Information:**Employee Information:**

Last Name:	biase	First Name:	louis
Middle Initial:	f	Other Names Used:	
Social Security Number:	*** ** 3746	Date of Birth:	08/28/1954
Citizenship Status:	A citizen of the United States	Email Address:	

Document Information:

List B Document:	Driver's license or ID card issued by a U.S. state or outlying possession	List C Document:	Social Security Card
Document Name:	Driver's license	Document State:	Pennsylvania
Driver's License or ID Card Number:		Document Expiration Date:	08/29/2018
Alien Number:		I-94 Number:	

Additional Information:

Hire Date:	07/01/2015	Employer Case ID:	
Three-Day Rule Reason:		Three-Day Rule - Other:	
Submitted By:	BLOU1299	Submitted On:	06/30/2015

Initial Case Result:

Case Result: Employment Authorized

Employee Referred to SSA:

Referred By: Referred On:

Case Result from SSA (after SSA Tentative Nonconfirmation):

Case Result: Response Date:

Resubmitted to SSA (after Review and Update Employee Data):

Last Name:		First Name:	
Middle Initial:		Other Names Used:	
Social Security Number:		Date of Birth:	
Resubmitted By:		Resubmitted On:	

Case Result from SSA (after Resubmission):

Case Result:

Request Name Review:

Comments:	
Submitted By:	Submitted On:

Case Result from DHS (after DHS Verification in Process):

Case Result: Response Date:

Employee Referred to DHS:

Referred By: Referred On:

Case Result from DHS (after DHS Tentative Nonconfirmation):

Case Result: Response Date:

Photo Matching Results:

MEMO

Louis F. Biase
Landscape Contractor
102 ROSEWOOD DRIVE
TELFORD, PA 18969

GRADING
SODDING
SEEDING
PLANTING

Phone: 215-721-7678
Fax: 215-721-7678
www.biaselandscaping.com



Abington Township
1176 York Rd
Abington, PA 19001

Commercial & Residential
EP Henry Hardscaping
Concrete Patios Sidewalks

June 25, 2015

References:			Completed
Abington Township 1176 Old York Road Abington, PA 19001	\$98,000.00	Contact – Matthew Lahaza 267-536-1002	2013
Abington Township Parks & Recreation 515 Meeting House Road Jenkintown, PA 19046	\$55,700.00	Contact – Doug Wendell 215-576-5213	2011-2013
Abington High School 900 Highland Avenue Abington, PA 19001	\$36,000.00	Contact- Steve Sails 215-884-4700	2009
Springfield Township 1510 Paper Mill Road Wyndmoor, PA 19038	\$22,000.00	Contact – Charles Carabba 215-836-7600	2008
Lower Gwynedd Township 1130 N. Bethlehem Pike Springhouse, PA 19477	\$106,000.00	Contact - Larry Comunale 215-646-5302	2005
APH Associates 19 Bala Avenue Suite 300 Bala Cynwyd, PA 19004	\$45,000.00	Contact - Steve Mushanp 610-668-2142	2008
Lansdale Borough One Vine St. Lansdale, PA 19446	\$27,000.00	Contact – Linda Rufe 215-361-8311	2010
Doylestown Township 425 Wells Rd. Doylestown, PA 18901	\$90,000.00	Contact – Richard John 215-348-9915	2011-2013
Bucks County Library	\$11,200.00	Contact- Joe Thompson 215-348-0332	2010

John Spiegelman, Director
Tom Bowman, Asst. Director
Lori Schreiber
Drew Rothman
Stephen Kalinoski

ABINGTON TOWNSHIP
BOARD OF COMMISSIONERS

(4) PUBLIC AFFAIRS

PA1. Ordinance No. 2133 - Amendment to the Human Relations Commission Ordinance

Motion to adopt Ordinance No. 2133 amending the Township Human Relations Ordinance by expanding the membership of the Commission from five (5) to seven (7) members.

PA2. Ordinance No. 2135 - To Amend Chapter 137, Section 137-4 (Snow and Ice Removal)

Motion to advertise Ordinance No. 2135 amending Chapter 137-4 of the Township Code (snow and ice, violations and penalties) increasing the fine per violation up to a maximum of \$1,000 per offense.

PA3. Agreement of Sale - Old York Road/Susquehanna Road Project

Motion to approve the Agreement of Sale form and to authorize Township officials to make the property owners at 1100, 1102, 1104, 1106 Old York Road, and 1907 Susquehanna Road as part of the Old York Road/Susquehanna Road project.

PA4. Economic Development Business District Landscape Maintenance Bid

Motion authorizing the proper Township officials to contract with Louis F. Biase, Landscape Contractor, for the 2017 service year in an amount not to exceed \$75,000 for the Business District Landscape Maintenance Contract. Funds will be drawn from Economic Development Capital accounts reserved for this purpose.

Board of Commissioners

BOARD ACTION REQUEST

January 12, 2017

PA4
Agenda Item Number

AGENDA ITEM

DEPARTMENT
Administration *JW*

TOWNSHIP MANAGER

**Economic Development
Business District Landscape
Maintenance Bid**

PREVIOUS ACTIONS:

- The 2017 capital budget provides funding for continuation of the economic revitalization program maintenance as approved by the Board of Commissioners.
- The bid was duly advertised as a potential three-year bid depending on budget and satisfactory performance. Staff recommends continuance for year 2017.

RECOMMENDED BOARD ACTION:

- Motion authorizing the proper township official to contract with Louis F. Biase, Landscape Contractor, for the 2017 service year in an amount not to exceed \$ 75,000 for the Business District Landscape Maintenance Contract. Funds will be drawn from economic development capital accounts reserved for this purpose.
-

MEMORANDUM

Louis F. Biase
Landscape Contractor
102 ROSEWOOD DRIVE
TELFORD, PA 18969

Phone: 215-721-7678
Fax: 215-721-7678
www.biaseLandscaping.com

Abington Township
1176 Old York Rd.
Abington , Pa 19001



GRADING
SODDING
SEEDING
PLANTING

Commercial & Residential
Fence Installation
Concrete Patios Sidewalks

December 17, 2017

RE: Business District
Landscape Bid For 2018

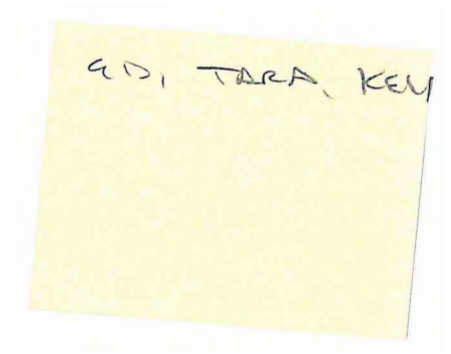
Dear: Marie Wyrsta

The purpose of this memo is to inform you and the Board of Commissioners of Abington Township
That I am pleased to continue work for 2018 , with no additional increases for the Business District Maintenance Program for the year 2018. Thank you for your Kindness Consideration towards this matter.

Respectfully,


Louis F. Biase

DEC 19 13:02



January 11, 2018

Terry:

I understand the attached is something that is done yearly regarding Lou Biase's contract.

I have attached all that is needed for the Manager to see and approve including a copy of the contract to be placed as an Agenda item for February Committees.

Please let me know if I can proceed and I will handle accordingly.

Thank You.

Maria

MEMORANDUM

Louis F. Biase
Landscape Contractor
102 ROSEWOOD DRIVE
TELFORD, PA 18969

GRADING
SODDING
SEEDING
PLANTING

Phone: 215-721-7678
Fax: 215-721-7678
www.biaselandscaping.com



Abington Township
1176 Old York Rd.
Abington, Pa 19001

Commercial & Residential
Fence Installation
Concrete Patios Sidewalks

December 19, 2017

RE: Business District

Contract Amount \$75,000.00

Check #	39343	2-8-17	\$540.00
	40347	3-31-17	\$1,350.00
	40794	4-28-17	\$7,370.00
	40884	5-02-17	500.00
	41334	5-25-17	\$1,550.00
	41563	6-08-17	\$2,950.00
	42397	7-20-17	\$3,750.00
	43054	8-22-17	\$3,150.00
	43388	9-07-17	\$15,949.00
	44455	11-02-17	\$4,000.00
	44607	11-09-17	\$21,806.63

Invoice Dated 12-04-17 \$8,770.00

Work Completed \$71,685.63

Balance \$3,314.37

Board of Commissioners

Public Affairs Committee

BOARD ACTION REQUEST

February 4, 2015

Agenda Item Number

AGENDA ITEM

DEPARTMENT

Administration

TOWNSHIP MANAGER

**Economic Development
Business District Landscape
Maintenance Bid**

PREVIOUS ACTIONS:

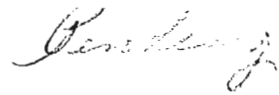
- The 2015 capital budget provides funding for continuation of the economic revitalization program maintenance as approved by the Board of Commissioners.
- The bid was duly advertised in 2013 as a potential three-year bid depending on budget and satisfactory performance. Staff recommends continuance for year three.

RECOMMENDED BOARD ACTION:

- Motion authorizing the proper township official to contract with Louis F. Biase, Landscape Contractor, for the 2015 service year in an amount not to exceed \$ 75,000 for the Business District Landscape Maintenance Contract. Funds will be drawn from economic development capital accounts reserved for this purpose.

COMMENTS:

- The primary bid relates to landscape maintenance in all business district planning areas with respect to tree pit care, flower bed restoration, weed control in paver areas, and the like.
- In addition, the bid provides for work as necessary or directed for brick and concrete repair, tree root damage repairs, and unforeseen work which may be necessary to properly maintain the public areas.
- Biase has agreed to a zero percent increase over last year's pricing.



Board of Commissioners

BOARD ACTION REQUEST

January 14, 2016

Agenda Item Number

AGENDA ITEM

DEPARTMENT

Administration

TOWNSHIP MANAGER

**Economic Development
Business District Landscape
Maintenance Bid**

PREVIOUS ACTIONS:

- The 2016 capital budget provides funding for continuation of the economic revitalization program maintenance as approved by the Board of Commissioners.
- The bid was duly advertised as a potential three-year bid depending on budget and satisfactory performance. Staff recommends continuance for year 2016.

RECOMMENDED BOARD ACTION:

- Motion authorizing the proper township official to contract with Louis F. Biase, Landscape Contractor, for the 2016 service year in an amount not to exceed \$ 75,000 for the Business District Landscape Maintenance Contract. Funds will be drawn from economic development capital accounts reserved for this purpose.

COMMENTS:

- The primary bid relates to landscape maintenance in all business district planning areas with respect to tree pit care, flower bed restoration, weed control in paver areas, and the like.
- In addition, the bid provides for work as necessary or directed for brick and concrete repair, tree root damage repairs, and unforeseen work which may be necessary to properly maintain the public areas.
- Biase has agreed to a zero percent increase over last year's pricing.

Board of Commissioners

BOARD ACTION REQUEST

January 12, 2017

Agenda Item Number

AGENDA ITEM

DEPARTMENT

Administration

TOWNSHIP MANAGER

**Economic Development
Business District Landscape
Maintenance Bid**

PREVIOUS ACTIONS:

- The 2017 capital budget provides funding for continuation of the economic revitalization program maintenance as approved by the Board of Commissioners.
- The bid was duly advertised as a potential three-year bid depending on budget and satisfactory performance. Staff recommends continuance for year 2017.

RECOMMENDED BOARD ACTION:

- Motion authorizing the proper township official to contract with Louis F. Biase, Landscape Contractor, for the 2017 service year in an amount not to exceed \$ 75,000 for the Business District Landscape Maintenance Contract. Funds will be drawn from economic development capital accounts reserved for this purpose.

COMMENTS:

- The primary bid relates to landscape maintenance in all business district planning areas with respect to tree pit care, flower bed restoration, weed control in paver areas, and the like.
- In addition, the bid provides for work as necessary or directed for brick and concrete repair, tree root damage repairs, and unforeseen work which may be necessary to properly maintain the public areas.
- Biase has agreed to a zero percent increase over last year's pricing.