



TOWNSHIP OF ABINGTON

PUBLIC WORKS COMMITTEE

*Drew Rothman, Chair
Tom Bowman, Vice-Chair
Dennis Zappone
Ken Brodsky
Jessica Carswell*

A G E N D A

June 5, 2019

7:00 P.M.

1. CALL TO ORDER
2. ROLL CALL
3. CONSIDER APPROVAL OF MINUTES
 - a. Motion to approve Committee Meeting minutes of May 1, 2019
4. PRESENTATION
5. UNFINISHED BUSINESS
6. NEW BUSINESS

PUBLIC WORKS COMMITTEE *COMMISSIONER DREW ROTHMAN, CHAIR*

- a. **PW-01-061319** Reject the 2019 Landscape Maintenance bid proposal, amend the bid document to be rebid through December 31, 2021.
7. PUBLIC COMMENT
8. ADJOURNMENT



PUBLIC WORKS COMMITTEE

AGENDA ITEM

May 29, 2019

DATE

Public Works

DEPARTMENT

PW-01-061319

AGENDA ITEM NUMBER

FISCAL IMPACT

Cost > \$10,000.

Yes

No

PUBLIC BID REQUIRED

Cost > \$20,100

Yes

No

AGENDA ITEM:

Reject 2019 Landscape Maintenance Bid

EXECUTIVE SUMMARY:

The primary bid was for the maintenance of the business district display areas, tree pit maintenance, tree trimming and brick paver treatment and grass cutting. The Add/ Supplemental Bid is for potential work consisting of full tree pruning, tree spraying, tree replacements, watering, new planter beds, furniture repair, power washing bricks and sidewalks, hardscape repair and special requests.

The bid is being recommended to be rejected because:

1: There is a defect in the bid. 2: We would like to expand the bid scope to include additional work, and 3: extend the bid to three years.

PREVIOUS BOARD ACTIONS:

RECOMMENDED BOARD ACTION:

Reject the 2019 Landscape Maintenance bid proposal and amend the bid document to be rebid through December 31, 2021.

PROPOSAL FORM TO BE USED BY BIDDERS

ALL proposals must be submitted on this **FORM OF PROPOSAL**.

COMMISSIONERS OF THE TOWNSHIP OF ABINGTON
Public Works Department

People: BUSE Landscaping Inc, the undersigned, declare:

First, that BUSE Landscaping Inc have personally examined the Specifications, Plans and Contract forms, and the location of the proposed work, and have satisfied Abington Twp as to the quantity and character of the work and the materials necessary to complete the work on the location stated below. Furthermore, BUSE 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>700.00</u>	\$ <u>2,100.00</u>
B.	Zone Two: North Hills District	3	each	\$ <u>700.00</u>	\$ <u>2,100.00</u>
C.	Zone Three: York Road District	3	each	\$ <u>2500.00</u>	\$ <u>7,500.00</u>
D.	Zone Four: Keswick Village District	3	each	\$ <u>700.00</u>	\$ <u>2,100.00</u>
E.	Zone Five: The Fairway Business District	3	each	\$ <u>400.00</u>	\$ <u>1,200.00</u>

F.	Zone Six: Ardsley Business District	3	each	<u>\$ 200.00</u> <u>\$ 600.00</u>
G.	Zone Eight Hollywood Business District	3	each	<u>\$ 900.00</u> <u>\$ 2,200.00</u>
H.	Zone Nine Glenside Business District	3	each	<u>\$ 400.00</u> <u>\$ 1,200.00</u>
			Subtotal	<u>\$ 19,500.00</u>

ITEM NO. 2 - Tree Pit Maintenance

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

ITEM NO. 3 - Tree Trimming

A.	Zone One: Easton Road Roslyn 50 Trees	1	each	<u>\$ 200.00</u> <u>\$ 200.00</u>
B.	Zone Two: North Hill Limekiln & Mt Carmel 43 Trees	1	each	<u>\$ 200.00</u> <u>\$ 200.00</u>

C.	Zone Three: Old York Rd. 47 Trees	1	each	<u>\$ 200.00</u>	<u>\$ 200.00</u>
D.	Zone Four: Keswick Village 55 Trees	1	each	<u>\$ 200.00</u>	<u>\$ 200.00</u>
E.	Zone Five: Jenkintown Rd 2 Trees	1	each	<u>\$ 20.00</u>	<u>\$ 20.00</u>
F.	Zone Six: Mc Kinley 7 Trees	1	each	<u>\$ 20.00</u>	<u>\$ 20.00</u>
			Subtotal	<u>\$ 840.00</u>	

ITEM NO. 4 - Brick Paver Treatment

A.	Zone One: Easton Road Roslyn All Brick Paver Sidewalks	2	each	<u>\$ 200.00</u>	<u>\$ 400.00</u>
B.	Zone Two: North Hill Limekiln & Mt Carmel All Brick Paver Sidewalks	2	each	<u>\$ 200.00</u>	<u>\$ 400.00</u>
C.	Zone Three: Old York Rd. All Brick Paver Sidewalks	2	each	<u>\$ 200.00</u>	<u>\$ 400.00</u>
D.	Zone Four: Keswick Village All Brick Paver Sidewalks	2	ach	<u>\$ 200.00</u>	<u>\$ 400.00</u>
E.	Zone Five: Jenkintown Rd. All Brick Paver Sidewalks	2	each	<u>\$ 200.00</u>	<u>\$ 400.00</u>
F.	Zone Six: Township Line Rd. All Brick Paver Sidewalks	2	each	<u>\$ 200.00</u>	<u>\$ 400.00</u>
			Subtotal	<u>\$ 2,400.00</u>	

ITEM NO. 5 - Grass Cutting

A.	Zone One: Roslyn	8	each	<u>\$ 25.00</u>	<u>\$ 200.00</u>
B.	Zone Two: The Fairway	8	each	<u>\$ 25.00</u>	<u>\$ 200.00</u>
C.	Zone Six: Ardsley	8	each	<u>\$ 25.00</u>	<u>\$ 200.00</u>
			Subtotal	<u>\$</u>	<u>600.00</u>

TOTAL AMOUNT OF PRIMARY BID (Sum of total prices) \$ 26,940.00

Amount of Add/Supplemental Potential: (Primary Bid X .50) \$ 13,470.00

TOTAL POTENTIAL CONTRACT AMOUNT (Add items above) \$ 40,410.00

ADD / SUPPLEMENTAL WORK

<u>Item No.</u>	<u>Description</u>	<u>Applications</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
-----------------	--------------------	---------------------	-------------	-------------------	--------------------

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. 47Trees	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. 47Trees	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>\$620.00</u> <u>\$620.00</u>
A.	Accolade Flowering Cherry 3 "caliper any or all zones	1	Each	<u>\$620.00</u> <u>\$620.00</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 {00918086;v3}	1	Each	<u>\$1,200.00</u> <u>\$1,200.00</u>
----	--	---	------	-------------------------------------

ITEM NO. A. 6- Furniture Repair

	Quantity	Unit		
A. Replace banner on street light (banner and arms are provided by Township)	50 est.	Each	<u>\$ 30.00</u>	<u>\$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</u>	<u>\$1,000.00</u>
C. Replace flag on flagpole (flag provided by Township)	10 est.	Each	<u>\$ 40.00</u>	<u>\$ 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>\$ 25.00</u>	<u>\$1,250.00</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</u>	<u>\$250.00</u>

ITEM NO. A. 7- Power Washing Bricks and Sidewalk

A. Zone One: Easton Road Roslyn	1	each	<u>\$1,200.00</u>	<u>\$1,200.00</u>
C. Zone Two: North Hill Limekiln & Mt Carmel	1	each	<u>\$1,000.00</u>	<u>\$1,000.00</u>
D. Zone Three: Mc Kinley District on Twp Line	1	each	<u>\$1,000.00</u>	<u>\$1,000.00</u>
E. Zone Four: Keswick Village	1	each	<u>\$1,800.00</u>	<u>\$1,800.00</u>

ITEM NO. A. 8 – Hardscape Repair

		Quantity	Unit		
B.	Excavate and remove 4 to 6 inch concrete sidewalk blocks and replace with same, include stone.	1,000 est.	Sq. Ft.	<u>\$10.00</u>	<u>\$10,000.00</u>
C.	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>\$25.00</u>	<u>\$12,500.00</u>
D.	Excavate and remove 2 to 3 inch Macadam and replace with same.	250 est.	Sq. Ft.	<u>\$20.00</u>	<u>\$5,000.00</u>
E.	Excavate and remove 2 to 3 inch Macadam, remove all tree root material within, and replace with same.	250 est.	Sq. Ft.	<u>\$20.00</u>	<u>\$5,000.00</u>
F.	Excavate and remove 18 inch concrete curbing and replace with same.	100 est.	L. F.	<u>\$65.00</u>	<u>\$6,500.00</u>
G.	Remove and reset brick pavers to grade using modified and sand base.	500 est.	Sq. Ft.	<u>\$10.00</u>	<u>\$5,000.00</u>
H.	Remove and reset brick pavers to grade using modified and sand base and removing all tree root material below.	500 est.	Sq. Ft.	<u>\$20.00</u>	<u>\$10,000.00</u>
I.	Reset brick edging in tree pits	25 est.	L. F.	<u>\$5.00</u>	<u>\$125.00</u>
J.	Remove and reset brick pavers to grade using 3 inch concrete sub base and sand.	250 est.	Sq. Ft.	<u>\$20.00</u>	<u>\$5,000.00</u>
J.	Repair Belgium Blocks in islands	25 est.	L. F.	<u>\$10.00</u>	<u>\$250.00</u>
			Subtotal	<u>\$</u>	<u>59,375.00</u>

ITEM NO. A. 9- Special Requests

A. This item can include a variety of 10 est. hour \$ 50.00 \$ 500.00
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

\$ 109,915.00

Note: The Township at its sole discretion in assessing performance and market conditions, and without obligation to award..

PLEASE CIRCLE OR CHECK WHICH IS APPLICABLE:

CERTIFIED CHECK - 10% OR BID BOND - 10%

Completion date for each project year - December 15th, 2019

2nd. That BIASE Landscapes LLC, will complete this contract, if awarded, by **December 15th, 2019**

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

4th. BIASE enclose a certified check for ten percent (10% of bid bond for ten percent (10%) of the total amount of the proposal made payable to the Township of Abington for BIASE, which shall be forfeited to and become the property of the Township if BIASE 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 102 Rosewood Dr, Telford, Pa. 18767
PHONE NO. 215-783-6491
BY Louis F. Biase OWNER
Name and Title

NON-COLLUSION AFFIDAVIT

State of Pennsylvania)
County of MONTGOMERY) ss

Louis F. Biase, being first duly sworn, deposes and says that:
(Name of Bidder's Representative)

(1) He is OWNER
(Capacity of Bidder's Representative - i.e.: owner, partner, officer, agent, etc.)

of BIASE Landscapes LLC;
(Name of Bidder)

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or, to fix any overhead, profit or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the TOWNSHIP to which the attached Bid is being submitted or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Louis F. Biase
(Name of Bidder)

Louis F. Biase
(Signature of Bidder's Representative)

OWNER
(Title of Bidder's Representative)

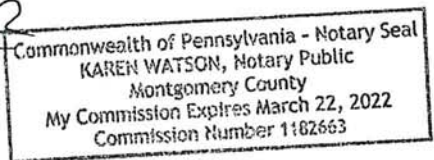
Subscribed and sworn to before me

this 9 day of May 20 19

Karen Watson
(Signature of Notary)

notary
(Title)

My commission expires 3/22/2022





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 21093

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: Weeding, Mulching and Trimming

(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 14th day of May, 2019.

Mark Biase
(Witness)

Erika L. Toennies
(Witness) Erika L. Toennies

BIASE LANDSCAPING, LLC
(Principal) (Seal)

OWNER Louis B. 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

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 November 3, 2019. 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 November, 2016.

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

Corporate Seals



By:

[Signature]
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 November, 2016, before me, Sabina Morgenstein, a notary public, personally appeared Daniel 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 [Signature] (Seal)



I, Kio Lo, 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 14th day of May 2019.

Corporate Seals



[Signature]

Kio Lo, Assistant Secretary

Bond No. n/a
Agency No. 12112

UNITED STATES SURETY COMPANY
 STATUTORY STATEMENT OF ADMITTED ASSETS,
 LIABILITIES, CAPITAL AND SURPLUS (1)
 December 31, 2018

<i>Admitted Assets</i>	<i>Liabilities and Capital and Surplus</i>
Investments:	
Fixed Maturities, at amortized cost	5,632,178
Cash and short term investments	59,902
<i>Total cash and invested assets:</i>	<i>812,480</i>
	<i>843,374</i>
	<i>6,891,197</i>
	<i>2,241</i>
	<i>(170,718)</i>
	<i>416,214</i>
	<i>2,857,243</i>
	<u><i>17,344,110</i></u>
Investment income due and accrued	
Premium receivable	708,860
Reinsurance recoverable on paid losses	1,589,611
Net deferred tax asset	1,128,098
Electronic data processing equipment and software	587,373
Receivables from parent, subsidiaries and affiliates	2,743
State income tax receivable	487,196
Cash held for others	91,357
	<u>49,458</u>
	<u>4,644,696</u>
<i>Total admitted assets</i>	<i>Total liabilities and capital and surplus</i>
	<u><u>72,008,522</u></u>

(1) - In accordance with the statutory financial statements as filed on March 1, 2019

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, 2018, 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 One Texas Station Court, Suite 230, 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
 Senior Vice President & CFO

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:**

Weeding, Mulching and Trimming

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

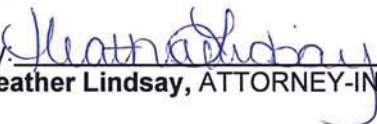
Abington Township to execute the final bonds as required by the specifications, and to

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

14th day of May, 2019.

United States Surety Company

By:  _____
Heather Lindsay, ATTORNEY-IN-FACT

7.3 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intentions of the stricken provision.

IN WITNESS WHEREOF, OWNER AND CONTRACTOR have signed three copies of this Agreement. One counterpart each has been delivered to OWNER and CONTRACTOR.

OWNER
TOWNSHIP OF ABINGTON

By: _____

ATTEST: _____

Address for giving notices: 1176 Old York Road, Abington, PA 19001

CONTRACTOR BIASE LANDSCAPING INC

By: Louis F. Biase Louis G. Biase

Attest Frank Biase

Address for giving notices:

102 Rosewood Dr.
Telford, PA 18969

Name and Signature of Person Authorized to Sign:

Louis B. Biese Owner

Title

Corporate Seal

Attest: Grand Biese
(Assistant Secretary)

Business Address: 102 Rosewood Dr Te/Ford, Pa 18969

Phone Number: 215-783-6490

Date: 5-5-19

(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



COMMONWEALTH OF PENNSYLVANIA

PUBLIC WORKS EMPLOYMENT VERIFICATION FORM

Date 5-5-19

Business or Organization Name (Employer) BLASE LANDSCAPING LLC

Address 102 Rosewood Dr.

City Jelfond State PA Zip Code 18969

Contractor Subcontractor (check one)

Contracting Public Body Abington Township

Contract/Project No LANDSCAPE MAINTENANCE

Project Description WEEDING, TRIMMING SHRUBS, MULCHING, PLANT FLOWERS

Project Location Abington Township Business District

As a contractor/subcontractor for the above referenced public works contract, I hereby affirm that as of the above date, our company is in compliance with the Public Works Employment Verification Act ('the Act') through utilization of the federal E-Verify Program (EVP) operated by the United States Department of Homeland Security. To the best of my/our knowledge, all employees hired post January 1, 2013 are authorized to work in the United States.

It is also agreed to that all public works contractors/subcontractors will utilize the federal EVP to verify the employment eligibility of each new hire within five (5) business days of the employee start date throughout the duration of the public works contract. Documentation confirming the use of the federal EVP upon each new hire shall be maintained in the event of an investigation or audit.

I, _____, authorized representative of the company above, attest that the information contained in this verification form is true and correct and understand that the submission of false or misleading information in connection with the above verification shall be subject to sanctions provided by law.

Louis J. Brice
Authorized Representative Signature

Mobile Phone # 215-783-6490

Emergency Phone # 215-783-6490

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.

- G. Describe any other qualities or assets which qualify you:
I have been personally doing this for 57 years
- H. Insurance Company Name, amount, type and contact info:
SEE ATTACHED CERTIFICATE OF INS
- I. Name of Foreman assigned to this job: *LOUIS F. BUSE*
 Mobile Phone # *215-283-6490* Emergency Phone # *215-283-6490*

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.

Required Company Information:
Attach additional sheets if necessary:

- A. Name of Company: BIASE LANDSCAPING LLC
- B. Address of Business: 102 ROSEWOOD DR.
JEFFERSON PA 18989
- C. Name of CEO or Pres: LOUIS F. BIASE
- D. Business Phone: 215-783-6490 ^{Print}
- E. Fax Phone: NONE
- F. E-mail Address: LANDSCAPE46@COMCAST.NET
- G. Type of Business: LANDSCAPING, CONCRETE, BLACKTOP
- B. Date when company or proprietorship was formed: 2008
- C. Number of employees qualified to do this work: 6
- D. Description of motorized equipment:
4- PICKUP TRUCK FORD F-250
1- DUMP TRUCK FORD F-550
- E. Previous similar work projects:
DOYLESTOWN BOROUGH
ABINGTON TOWNSHIP
- F. List of References:
SEE ATTACHED
- G. Describe any other qualities or assets which qualify you:
I HAVE PERSONALLY BEEN DOING THIS FOR 57 YEARS
- H. Insurance Company Name, amount, type and contact info:
DONEGAN INS- GENERAL LIABILITY SEE ATTACHED CERTIFICATE
- I. Name of Foreman assigned to this job: LOUIS F. BIASE

MEMO

Louis F. Biase

Landscape Contractor
102 ROSEWOOD DRIVE
TELFORD, PA 18969

Phone: 215-783-6490
www.biaselandscaping.com

GRADING
SODDING
SEEDING
PLANTING



Abington Township
1176 Old York Rd.
Abington, Pa 19001

Commercial & Residential
EP Henry Hardscaping
Concrete Patios Sidewalks

May 5, 2019

References:

				Completed
Abington Township	\$75,000.00			
1176 Old York Road		Contact –Tara Wehmayer	267-536-1002	2018
Abington, PA 19001				
Abington Township Parks & Recreation				
515 Meeting House Road	\$55,700.00	Contact –Andrew Oles	215-576-5213	2014-016
Jenkintown, PA 19046				
Wissahickon School District				
601 Knights Rd.	\$26,880.00			
Ambler, PA 19002		Contact – Gerry Moore	215-828-3099	2019
Hatfield Borough	\$17,550.00			
401 South Main St.		Contact - Fred Leister	215-855-0782	FALL 2019
Hatfield, PA 19440				
Lansdale Borough	\$47,000.00			
One Vine St.		Contact –Jason Troupe	215-361-8311	FALL 2019
Lansdale, PA 19446				
Doylestown Township	\$90,000.00			
425 Wells Rd.		Contact – Richard John	215-348-9915	2011-2013
Doylestown, PA 18901				
Bucks County Library	\$14,200.00	Contact- Joe Thompson	215-348-0332	2020
Doylestown Borough	\$14,367.00	Contact - Phil Ehlinger	215-345-4140	Fall 2019



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/02/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown of Pennsylvania, LP 125 E Elm Street Suite 210 Conshohocken PA 19428		CONTACT NAME: Erika Toennies PHONE (A/C, No, Ext): (215) 829-1776 E-MAIL ADDRESS: etoennies@bbofpa.com FAX (A/C, No): (215) 509-2355	
INSURED Biase Landscaping, LLC PO Box 267 Telford PA 18969		INSURER(S) AFFORDING COVERAGE INSURER A: Atlantic States Insurance Co INSURER B: Donegal Mutual Insurance Co. INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 22586 13692	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CPA8731107	12/22/2018	12/22/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			CAA8731107	12/22/2018	12/22/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CXL8731107	12/22/2018	12/22/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC8132463 06	12/22/2018	12/22/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Insurance

CERTIFICATE HOLDER**CANCELLATION**

Abington Township 1176 Old York Road Abington PA 19001	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

© 1988-2015 ACORD CORPORATION. All rights reserved.