



# TOWNSHIP OF ABINGTON

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## PUBLIC AFFAIRS COMMITTEE

*Tom Bowman, Chair  
Ken Brodsky, Vice-Chair  
Wayne C. Luker  
Peggy Myers  
Jessica Carswell*

### **A G E N D A** **March 4, 2020** **7:00 P.M.**

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**1. CALL TO ORDER**

**2. ROLL CALL**

**3. CONSIDER APPROVAL OF MINUTES**

- a. Motion to approve Committee Meeting minutes of February 5, 2020.

**4. PRESENTATION**

**5. UNFINISHED BUSINESS**

**6. NEW BUSINESS**

- a. **PA-01-031220** Consider a motion to accept:

1. Biase Landscaping LLC. bid, for the Abington Township Mowing Contract, Zone 1 in the amount of \$15,310.00 as per the bid specifications.
2. The Deck's Landscaping Inc. bid, for the Abington Township Mowing Contract, Zone 2 and 3 in the amount of \$24,500.00 per zone as per the bid specifications.
3. The M & M Lawncare East Inc. bid, for the Abington Township Mowing Contract, Zone 4 in the amount of \$13,500.00 as per the bid specifications.

For a total contract award of \$77,810.00 per year for 2020-2021-2022.

- b. **PA-02-031220** Consider a motion to accept G&B Construction Group, Inc., 632 Davisville Road, Willow Grove, PA as the lowest responsible bidder for the Ardsley Wildlife Sanctuary Streambank Renovations and enter into a contract in the amount \$59,800 as per the bid specifications.

**7. PUBLIC COMMENT**

**8. ADJOURNMENT**

The stated meeting of the Public Affairs Committee of the Board of Commissioners of the Township of Abington was held on Wednesday, February 5, 2020 at the Township Administration Building, Abington, PA, with Commissioner Bowman presiding.

**CALL TO ORDER:** 7:47 p.m.

**ROLL CALL:** Present: Commissioners BOWMAN, BRODSKY, LUKER, MYERS, CARSWELL

Township Manager MANFREDI  
Assistant Township Manager WEHMEYER  
Township Solicitor CLARKE  
Director of Engineering MONTGOMERY

Also Present: Commissioners SPIEGELMAN, HECKER, SCHREIBER, ROTHMAN, THOMPSON, BOLE, ZAPPONE, DiPLACIDO, WINEGRAD, VAHEY

**APPROVAL OF MINUTES:**

Commissioner Bowman made a MOTION, seconded by Commissioner Brodsky to approve the minutes of the Public Affairs Committee Meeting of December 4, 2019.

MOTION was ADOPTED 5-0.

**UNFINISHED BUSINESS:**

Item PA-02-021320 – Pursue LEED for Cities recertification. Current LEED certification expires in June 2020:

Ms. Cakky Evans, EAC member, said in 2016 LEED for Cities certified Abington Township as a sustainable community and a high level summary of Abington’s STAR Communities assessment was presented. STAR Communities merged with the USGBC (United States Green Building Council) in 2018 and the Township’s STAR certification will expire in 2020. USGBC’s new LEED for Cities began in 2018 and recommended applying for a grant from USGBC/Bank of America funding for cities. This process would be in sync with Vision 2035 Comp Plan development process. Assessment encompasses economic and social indicators; however, LEED for Cities is more weighted on environmental aspects especially energy. Prerequisites of the program were also presented along with credits, strategies and outcomes.

Commissioner Bowman asked who funds the grants?

Ms. Evans replied Bank of America and they require one of their branches to be located in the municipality and we have one.

Commissioner Bowman asked for any comments from Commissioners.

Commissioner Thompson commented that LEED is losing traction in the market, which is a sustainability rating system mainly focused on the built-environment and not necessarily the community itself, and he asked the EAC to look for other options of rating systems that are more holistic in terms of our community.

Ms. Evans replied she has done that. WELL Building Standard for communities is more about how the building interacts with the environment and requires one WELL registered building; however, it is still in pilot. In terms of sustainability, she feels LEED is the way to go and it is a good program.

Commissioner Thompson noted that WELL has other interesting categories called, MIND, which provides access to mental healthcare, substance abuse and addiction services and access to green spaces, so it is more of a holistic system that we should consider before committing to renewing LEED status. He would like the EAC to make a comparison between LEED and WELL and then make recommendation to the Board of Commissioners.

Ms. Evans replied she has done that analysis and LEED is her recommendation as of now.

Commissioner Carswell asked for the purpose of the rating systems and about the grant.

Ms. Evans replied it is an assessment to look at best practices. The grant is from Bank of America that would save money in recertification; however, if we want to recertify without the grant, it will go to the USGBC because there is an entire verification process.

Item PA-01-021320 – Resolution No. 20-007 – Circuit Trails – Complete 500 miles of Trails in the Greater Philadelphia Region by 2025:

Manager Manfredi said this is a request by the MCPC with DVRPC as a resolution of support for circuit trail system 500 miles with signage to be installed by Public Works Department as necessary.

Commissioner Bowman made a MOTION, seconded by Commissioner Luker to adopt Resolution No. 20-007 supporting – Circuit Trails – Complete 500 miles of Trails in the Greater Philadelphia Region by 2025 by committing Abington Township to do all that it should as part of that plan.

Commissioner Bowman asked for any comments from Commissioners.

Commissioner Myers questioned whether this is the plan that was presented a few years ago.

Manager Manfredi replied no. It is a separate plan by the County.

Assistant Township Manager Wehmeyer added that this plan is different from the Walk, Park, Train Plan.

Commissioner Myers said she is in favor of trails and suggested that the Board see where this trail will be in Abington prior to voting on it.

Manager Manfredi replied they would show us before installing signage and this resolution is to support it and nothing more. He will ask for a trail map.

Commissioner Bowman withdrew his motion on the floor and the second on the motion was also withdrawn.

Commissioner Bowman made a MOTION to TABLE this matter until further notice, seconded by Commissioner Luker.

MOTION was ADOPTED 5-0.

**PUBLIC COMMENT - general matters relating to Public Affairs.**

Lora Lehmann, 1431 Bryant Lane, commented that she asked about Manor Woods as well as contingency expenses and she did not get an answer.

Manager Manfredi said in regards to the matter of LEED recertification; will the committee be taking any action?

Commissioner Bowman made a MOTION to TABLE the LEED recommendation - Item PA-02-021320 for further information on cost of the other program mentioned by Commissioner Thompson, seconded by Commissioner Luker.

Vice President Hecker said Township filed for the grant application and notice will be provided within two weeks and we would need to respond by March 1<sup>st</sup> as to whether or not to accept the grant. He agreed with Commissioner Thompson to study which certification the Township should be aligned with going forward, but why stop the process now until we make a determination, and if recertification is essentially free as a result of this grant, he would not want to put a “stop” to all of the work that the EAC has done while we figure out what we want to do going forward. He suggested allowing this to move forward and then request that the EAC come back before the Board with defined recommendation.

Commissioner Thompson shared sentiment of Vice President Hecker to move forward with it.

Commissioner Bowman withdrew his motion to TABLE and the second on that motion was also withdrawn.

Commissioner Bowman made a MOTION in support of LEED recertification and to apply for the grant, seconded by Commissioner Carswell.

President Spiegelman echoed sentiments of Vice President Hecker and Commissioner Thompson in support of moving this forward as well.

Commissioner Bowman asked for any public comments.

Ms. Evans said she will need assistance as there is a difference between WELL certification for buildings and as opposed to WELL for communities.

MOTION was ADOPTED 5-0.

**ADJOURNMENT:** 8:21 p.m.

Respectfully submitted,

Liz Vile, Minutes Secretary



**PUBLIC AFFAIRS COMMITTEE**

**AGENDA ITEM**

February 24, 2020

*DATE*

Parks & Recreation

*DEPARTMENT*

PA-01-031220

*AGENDA ITEM NUMBER*

**FISCAL IMPACT**

Cost > \$10,000.

Yes

No

**PUBLIC BID REQUIRED**

Cost > \$20,100

Yes

No

**AGENDA ITEM:**

Abington Township Mowing Contract 2020-2021-2022

**EXECUTIVE SUMMARY:**

The mandatory Pre-Bid meeting had a total of 13 bidders. Out of the 13 bidders, 9 bid on the contract. Bid results were responsibly lower than the 2017-2018-2019 bid results. We will be saving \$5,517 on this three year contract.

**PREVIOUS BOARD ACTIONS:**

The three year mowing contract for 2017-2018-2019 was approved in February 2017 at the cost of \$83,327.00 per year.

**RECOMMENDED BOARD ACTION:**

Consider a motion to accept for the Abington Township Mowing Contract, Biase Landscaping LLC., the lowest responsible bidder for Zone 1 in the amount of \$15,310.00 as per the bid specifications,  
Deck's Landscaping Inc., the lowest responsible bidder, for Zone 2 and 3 in the amount of \$24,500.00 per zone as per the bid specifications, and  
M & M Lawncare East Inc., the lowest responsible bidder, Zone 4 in the amount of \$13,500.00 as per the bid specifications.  
The total for this contract will be \$77,810.00 per year for 2020-2021-2022.

*BID TABULATION*  
*CONTRACT MOWING 2020-2021-2022*

CLOSING DATE FOR RECEIPT OF PROPOSAL – FEBRUARY 10, 2020 @ 9:30 A.M.

Company	Zone #1	Zone #2	Zone #3	Zone #4	Alternate	Lump Sum Total
M&M Lawncare East Inc.	18,500	26,000	33,500	13,500	25 per cut	\$91,500.00
Biase Landscaping	15,310	24,680	32,540	14,250	1,200	\$86,780.00
Center for Employment Opportunity	0	0	125,000	0	0	\$125,000.00
Gorecon Inc.	23,620	50,630	52,572	25,005	3,200	\$151,827.00
Collin Bros	23,785	0	0	15,600	0	\$39,385.00
<b>Townscapes Inc. *</b>	<b>24,683.35</b>	<b>25,541.50</b>	<b>19,467.60</b>	<b>23,207.25</b>	<b>85</b>	<b>\$92,899.70</b>
Deck's Landscaping Inc.	24,500	24,500	24,500	15,500	-	\$89,000.00
M & M Landscaping LLC	35,120	28,370	35,680	0	0	\$99,370.00
Land Tech Enterprise Inc.	24,350	32,850	51,250	20,350	9,900	\$128,000.00

**\*Company withdrew bid.**

## SPECIFICATIONS

### General Scope of Work

- A. All parks and areas designated **Field Mowing (F.M.)** will be mowed once a month during the period of the Contract. The cuttings will occur during the third week of each month for a total of 6 cuttings per year.
- B. All parks and areas designated **General Mowing (G.M.)** will be mowed once per week during the period of the first Monday in April through the first Friday in October for a total of 29 cuttings per year.
- C. **General Mowing (G.M.)** grass shall be mowed at the height of 1-1/2 - 2 inches for the entire season unless noted differently.
- D. Professional lawn mowing equipment is to be used on all turf at all times. The Contractor shall have ample professional mowing equipment, so as to insure that all locations are mowed to produce an even appearance after cutting, regardless of breakdown. This equipment shall be available for inspection at the request of the Township.
- E. The attached site plans for each park are drawn to approximate and not exact scale and acreage indicated is also approximate. The diagonal parallel lines on the plans indicate areas to be mowed within each park.
- F. **A pre-bid meeting will be held at the Abington Township Building at 10:00 AM in the Board Room on MONDAY, FEBRUARY 3, 2020.** Each Bidder is responsible to tour each site prior to the meeting and raise questions for those sites at the February 3rd meeting. This meeting is **mandatory**.
- G. The Contractor will not begin work prior to 7:15 a.m. and will finish all work for the day by 5:00 p.m.
- H. Should the Contractor fail to perform under this Contract, the Township will either perform the Work, or have the Work performed, and charge the cost thereof to monies earned by the Contractor.
- I. The Contractor will be required to furnish a certificate of insurance certifying that he is fully insured with regard to:
  - 1. General Liability, including Contractual Liability, with limits of \$250,000 per person and \$500,000 per occurrence and \$100,000 property damage.
  - 2. Automotive Liability, with limits of \$250,000 per person and \$500,000 per occurrence and \$100,000 property damage.
  - 3. Workmen's Compensation - Statutory Workmen's Compensation Insurance with an employer's liability limit of \$100,000. In addition, the employer shall furnish an agreement to indemnify the Township of Abington for any amounts paid as benefits for any injury incurred while performing this Contract.
  - 4. Contractor's insurance company shall give thirty (30) days written notice to the Director of Parks and Recreation if the Contractor's insurance is being canceled for any reason.
  - 5. The certificate of insurance shall include Abington Township as an additional insured and shall specify that the policy meets the requirement set forth in subparagraph 4, above.
- J. With each mowing, all turf shall be trimmed up to all trees, planting beds, bleachers, curbing, backstops, play equipment, benches and all other equipment and buildings lying within the designated mowing areas. Herbicide can only be utilized at the base of fencing, sidewalk cracks, curbing and parking lot barriers where weeds grow. Contractor must follow all labeling instructions and comply with Township Ordinance No. 87-61 entitled the "Performance Standards and Prohibited Uses" Ordinance.
- K. Hand trimming of planting beds for the removal of weeds and excess grass along walks, trees, benches, park equipment and buildings lying within the designated mowing areas shall be done at least once per month. No hand type edgers will be permitted. All edging will be done with a power edger.
- L. All clippings must be cleared off all walkways, driveways and parking areas immediately after each cutting and be directed away from buildings to prevent clogging of ventilation intakes. In areas where buildings are not present, clippings may be blown back onto mowed area.
- M. No Contractor shall mow over glass bottles or other objects that will break or shred and injure the participants using that area. The harmful objects are to be removed prior to the area being mowed.
- N. Bidder will submit weekly reports by 5:00 PM the following Monday. Reports may be faxed to 215-576-5179 or emailed to [apontelandolfo@abington.org](mailto:apontelandolfo@abington.org) or [jtholey@abington.org](mailto:jtholey@abington.org).
- O. Swales are to be cut as follows:



1. **Roychester Park**  
Swale #1 - from Corinthian Avenue to Silver Avenue  
Swale #2 - from Swale #1 to Cleveland Avenue
2. **Roslyn Park**  
Swale #1 - from Osbourne Avenue parking lot along the rear of the homes on Fernwood Avenue  
Two cuttings per season, to be worked out with the Parks' Maintenance Department.  
Two cuttings per season, to be worked out with the Parks' Maintenance Department, except as noted.

**Zones and Locations of Parks and Recreation Facilities**

A. **Zone #1**

1. **Ethel Jordan Memorial Park** - bounded by Jenkintown Road, Osceola and Cadwalader Avenues. Approximately 3 acres. (G.M.)
2. **Scott Park** - Located in the Fox Chase section of Abington Township behind the Huntingdon Valley Shopping Center on Ainslie Road. Approximately 1/3 acre. (G.M.)
3. **Melmar Basin #1 and #2** - Located in the Biddle Estates. Basin #1 and apron of Basin #2 off Melmar Road. (G.M.)
4. **Hallowell Island** - Intersection of Susquehanna Street, Mill Road Circle and Meetinghouse Roads. (G.M.)
5. **Boy Scout Nature Study Area** - Bounded by Old Valley Road at Meadowbrook Road. Approximately 1-1/2 acres. (G.M.)
6. **Meadowbrook Bird Sanctuary** - Bounded by Meadowbrook and Revelation Roads and Washington Lane. (G.M.)
7. **Amity Road Triangle** - Bounded by Amity, Gunpowder and Rydal Roads (G.M.)-
8. **Traffic Triangle Old York and Baeder Roads-** Small triangle on the southwest side of intersection. Monthly trimming of shrubs and grass.
9. **Stockton Road Triangle** - Intersection of Meadowbrook and Stockton Roads. (G.M.)
10. **Gabe Tayar Park -962 Irvin Road** - South of Susquehanna Rd., North of Rockledge Ave. (GM)
11. **1004 Irvin Road-** South of Susquehanna Road, north of Rockledge Avenue. (GM)
12. **Valley Road -** Northbound and southbound from Susquehanna Road to Valley View Drive, trim wood and brush around all poles, sign posts, guard rails, hydrants and bridges for a minimum of 6' behind guard rails for all areas. Area to be trimmed three (3) times per season. See map and description.
13. **Fairway Islands** - Located between York Road and Susquehanna Street Road. Fairway shopping center on North side. See map for more information (G.M.). The areas where the road meets the curbing are to be sprayed and then dead plant material removed as needed or at least two times per contract season
14. **Jackson Park - 1606 Meadowbrook Road** - Open meadow areas just east and west of entry road as well as open fields on Amity and Sherwood Roads side of park. Includes edge trimming along walking path. (G.M.)
15. **Woodland Road Triangle** - Intersection of Woodland Road and School Lane. (G.M.)
16. **Rydal Country Club** - NW Corner of Huntington Pike and Susquehanna Road. (GM).

B. **Zone #2**

1. **Roslyn Park** - Bounded by Susquehanna Road, Osbourne, Maple and Fernwood Avenues. Includes swale behind homes on Fernwood, beginning at west parking lot. Approximately 10 acres.
2. **Roychester Park** - Bounded by Harding, Corinthian and Cleveland Avenues. Approximately 11 acres. (G.M.)
3. **Rockwell Park** - Bounded by Rockwell Road and Stratford Avenue. Approximately 1 acre. (G.M.)

4. **Rubicam Avenue Park** - Bounded by Prospect and Rubicam Avenues. Approximately 3 acres. (G.M.)
5. **Evergreen Manor Park** - Bounded by Coolidge, Phipps and Osbourne Avenues. 1) Play area; 2) Thirty feet (30') in from sidewalk around perimeter of the park; 3) Corner lot; and 4) Utility right-of-way (service road). Approximately 4 acres. All areas to be (G.M.)
6. **Crestmont Park** - 1) Main Park - Bounded by Old Welsh Road, Reservoir and Rubicam Avenues. Approximately 11 acres; 2) Access paths at southwestern end coming off Rubicam and Redwood Avenues; 3) Cleared area between Rubicam and Elliott Avenues near pool; and 4) the corner of Newport and Lamott Avenues. All areas to be (G.M.)
7. **Galloway & Coolidge Avenues** - Dead end on Galloway (GM)
8. **Hamilton & Franklin Traffic Triangle** - East of Easton Rd. (GM)
9. **Tyson Green** - Located at the southwest corner of Highland Avenue and Keith Road, Abington. Approximately 160 ft. x 110 ft. (G.M.)
10. **Woodland Road Property** - Bordered by 1849 and 1855 Woodland Road. Lot frontage 45 ft. decreasing to 10 ft. x 265 ft. (G.M.)
11. **Grove Property** - Bounded by Nylsor and Pershing Avenues. This site also includes the area immediately east of Easton Road (1383 Easton Road) and North of Woodland Road. Approximately 10 acres. (G.M.)
- 11a. **Grove Park Dog Run** - Grass inside dog run is to be cut to a height of 3 inches. No herbicides may be used in or around the dog run except for "Burnout 2" or an equivalent.
- 11b. **Grove Park Creek Gabions**- Gabions on either side of the creek running thorough Grove Park are to be sprayed with an herbicide that is approved for use around waterways. The gabions will be treated twice, once in June and again in August. This schedule may be altered by the Department if the weather conditions or the growing nature of the plants do not require spraying at the times noted above.
12. **Triangle Shaped Property at the Junction of Edge Hill Rd. and Tyson Ave.**- Small triangle of Township property located at the junction of Tyson Ave. and Edgehill Road just south of Briar Bush nature Center. See drawing. (G.M.)
13. **Roslyn Train Station**- Bounded by Susquehanna Road on south, Grovania on the east, and the railroad tracks on the west. See photo. (GM)
- 14., **Clearview and Robinson Avenues**- Location as indicated on the attached plan. Cut back weeds/plant growth from the curb to five (5) feet in from the curb three times per year. Once in April, July, and September. Refer to the attached "Clear Streets Ordinance" for specifics on trimming.

C. **Zone #3**

1. **North Hills Playground and School Grounds** - 1) Playground: Bounded by Tennis and Penn Avenues; 2) School Grounds: Bounded by Tennis, Pine and Central Avenues. Approximately 4 acres. All areas to be (G.M.)
2. **242 Hamel Avenue** - (G.M.)
3. **Penbryn Park** - Bounded by the Reading Railroad, Dumont and Houston Avenues, 2 blocks north of Mt. Carmel Avenue at Egerton Avenue. Approximately 12 acres. Includes grass areas surrounding Township house on North-East end of park (G.M.)
4. **Baederwood Park** - Located off Highland Avenue adjacent to Abington High School. Approximately 4.6 acres. (G.M.)
5. **Block 269, lot #8** - adjoins 1166 Edgehill Road on North side of property line. Dimensions are approximately 60' x 200' x 200'. (G.M.)
6. **K-9, Pistol Training Grounds, & Annex - AREA TO BE CUT PRIOR TO 9:00 A.M. KEYS FOR THIS TO BE PICKED UP AT THE PUBLIC WORKS OFFICE.** (G.M.)
7. **Fire Training Facility** - Located at the east end of Florey Lane. (G.M) see map.
8. **Florey Lane**- Entrance to Public Works yard approximately 100' X 14'. (G.M.)

9. **Arbuta Road Property** - Located near the entrance to the Public Works Garage on Arbuta Road. Approximately 170 ft. x 16 ft. (G.M.)
10. **Ardleys Park** - Bounded by Meyer, Jefferson, Maple and Tennis Avenues. Approximately 10 acres. (G.M.)
11. **Entrance to the Ardleys Wildlife Sanctuary**- Located at the intersection of Maple and Jefferson Aves. See drawing (G.M.)
12. **Ardleys Community Education Center** - Bounded by Central, Spear, Cricket and Woodrow Avenues. Approximately 2.3 acres. (G.M.)
13. **Ardleys Train Station**- Display area on Jenkintown Road. (G.M.)
14. **Conway Field** - Bounded by Jefferson Avenue and the Abington Township Incinerator Plant. Approximately 2-1/2 acres. (G.M.)
15. **Tyson Avenue Right-of-way** - Includes swale at south-east end as well as separated portions to Bradfield Road. (G.M.)
16. **Elk Street Tot Lot** - Bounded by Elk Street between Weldon and Geneva Avenues. Approximately 1/3 acre. (G.M.)
17. **Baeder Triangle** - Intersection of Jenkintown and Baeder Roads. (G.M.)
18. **Baeder Road Right-of-Way** - 600 block of Baeder Road. (G.M.)
19. **Canterbury Road Right-of-Way** - 1900 block of Canterbury Road. (G.M.)
20. **Madison Avenue Right-of-Way** - South of Susquehanna St. Rd., East of Maple Avenue. Lot numbers 24,25,33,66,26,65,27,28,89,29, 30, & 41. Approximately .5 acres. (G.M.)
21. **2820 Susquehanna Block #235, Unit #47** - West of Maple Ave., Approximately 200 ft. on the South side of Susquehanna St. Rd. Property is approximately 98' x 159' x 65'. (G.M.)
22. **505 to 529, and 595 Baeder Road** - Southeast side of Baeder Road, beginning approximately 300 feet from the intersection of Baeder and Wanamaker Road.(G.M.)
23. **534, 550 to 576, 582 & 584 Wanamaker Road** - (See Map) (G.M.)
24. **Susquehanna Rd. & Maple Ave** - 5' wide Grass strip, south side of Susquehanna Rd. approximately 120 feet from the southeast corner of intersection, 200 yards in length. (GM)
25. **Ardleys Wildlife Sanctuary Detention Basins (4)** - See map (GM). Include mowing of grass area at the entrance to the Wildlife Sanctuary and the turf area around the lower detention basin(GM).
26. **Ardleys Wildlife Sanctuary Detention Basin** - (See Map) Removal of trees growing on berm of basin #1 located in the north east section of the Sanctuary and immediately west of the SEPTA train tracks. Once per year. All material must be removed from site.
27. **Township Right Of Way behind 632 Easton Rd.** - Approx 135 ft. east of the intersection of Easton Road and Tague Avenue. See map. (G.M.)
28. **Hallowell Park** - Intersection of Kenmore and Edgley. The entire field area including the section on the North of Kenmore. Approximately 6 acres to Hallowell Park. (GM)
29. **Edgehill Woods** - 737 Roslyn Avenue. Lot 50 ft. x 150 ft. (G.M.)

#### **Zone #4**

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

c. **Abington Township Wastewater Pumping Stations** - (G.M.)

**NORTH HILLS P.S.**

86 North Hills Avenue  
Near Pennsylvania Avenue  
North Hills, PA

**CARDINAL P.S.**

Township Line Road  
Opposite Foxcroft Road and  
Near Meetinghouse Road  
Jenkintown, PA

**RYDAL P.S.**

1251 Valley Road  
Near Washington Lane  
Rydal, PA

**HIGHLAND P.S.(pocket park)** **BRENTWOOD P.S.**

1427 Highland Avenue  
Near Old York Road  
Abington, PA

1858 Old Welsh Road  
Near Marian Road  
Abington, PA

**WILLOW GROVE P.S.**

Davisville Road  
North of Moreland Road  
Willow Grove, PA

**KIMBALL P.S.**

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

**MEADOWBROOK P.S.**

Meadowbrook Rd. & Valley Rd  
Rydal

**TALL TREES P.S.**

Moredon Rd.  
East of Huntingdon Pk. On left  
Mow inside fence & around station

**HOLY REDEEMER P.S.**

Behind Holy Redeemer Hosp.  
Mow around Pump Station  
outside fence

**Briarcliffe P.S.**

1900 Briarcliffe Avenue  
Mow area behind station,



**PUBLIC AFFAIRS COMMITTEE**

**AGENDA ITEM**

February 24, 2020

DATE

Engineering

DEPARTMENT

PA-02-031220

AGENDA ITEM NUMBER

**FISCAL IMPACT**

Cost > \$10,000.

Yes

No

**PUBLIC BID REQUIRED**

Cost > \$20,100

Yes

No

**AGENDA ITEM:**

Ardley Wildlife Sanctuary Streambank Renovations

**EXECUTIVE SUMMARY:**

The Township on January 23, 2018 received a grant for \$100,000 with the Township's 15% match. The Watershed Restoration and Protection Program Grant Agreement was executed on December 28, 2017.

BCM Consultant received \$26,845.

Remaining Balance up to \$88,155 to pay for the construction.

Bid opening held February 11th and thirteen bids were received. The lowest bid was \$59,800.

Advertised in Times Chronicle 1/12 and 1/19/2020.

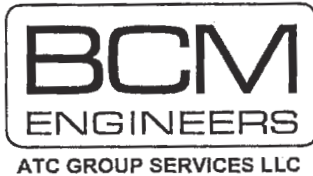
Bid Tabulation Attached.

**PREVIOUS BOARD ACTIONS:**

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

**RECOMMENDED BOARD ACTION:**

Motion to accept the bid of G&B Construction Group, Inc., 632 Davisville Road, Willow Grove, PA for the Ardsley Wildlife Sanctuary Streambank Renovations and approve entering into a contract in the amount \$59,800 as per the bid specifications, for execution by the Township Manager.



920 Germantown Pike, Suite 200  
Plymouth Meeting, PA 19462  
Telephone 610-313-3100  
Fax 610-313-3151  
www.atcgroupservices.com

February 12, 2020

Ms. Amy Riddle Montgomery, P.E.  
Director of Engineering and Code Enforcement  
Township of Abington  
1176 Old York Road  
Abington, PA 19001

Subject: Ardsley Wildlife Sanctuary Streambank Renovations  
Construction Contract  
BCM Project No. Z057000413

Reference: **Recommendation of Contract Award**

Dear Ms. Montgomery:

Enclosed is one (1) copy of the bid tabulation along with one (1) copy of the low bidder's bidding documents received for the above referenced contract.

We have completed our review of all of the bid documents submitted at 2:00 p.m. on Tuesday February 11, 2020 by all bidding contractors. The apparent low bidder, G&B Construction Group, Inc., 632 Davisville Road, Willow Grove, PA 19090, was found to be responsive to the contract requirements. Accordingly, we recommend that the Township award this Contract for the Ardsley Wildlife Sanctuary Streambank Renovations to G&B Construction Group, Inc. in the amount of \$59,800.

If you concur with our findings and recommendations, the Township should then authorize BCM to issue a formal "Notice of Award". This process will culminate in the procurement of the appropriate contract bonds and insurance certificates from the Contractor, the execution of an Agreement, the scheduling of a pre-construction conference and finally the issuance of an official Notice to Proceed.

Please don't hesitate to contact me if questions arise or should you require any additional information.

Very truly yours,

Michael R. Filmyer, P.E.  
Senior Project Manager

MRF/sws  
Enclosure



RECEIVED BY ABINGTON TOWNSHIP  
 UNTIL 2:00 PM ON TUESDAY, February 11, 2020  
 ARDSLEY WILDLIFE SANCTUARY STREAMBANK RENOVATIONS

Bid Item	Unit of Measure	Quantity	G&B Construction	Land Tech Enterprises	Polaris Construction Company Incorporated	CMR Construction Inc.	Mitchell Knorr Contracting	Twining Construction Co., Inc	Brighfields	James R. Kenney Excavating & Paving, Inc.	Flyway Excavating Inc.	GoreCon Inc.	Construction Masters Services, LLC	Road-Con, Inc.	Associated Paving Contractors Inc.
Mobilization and Closeout	Lump Sum	1	\$3,500.00	\$12,500.00	\$3,128.00	\$12,000.00	\$4,875.00	\$15,705.00	\$1,913.00	\$18,000.00	\$18,000.00	\$3,714.77	\$15,225.00	\$6,000.00	\$4,000.00
E&S Controls, Inclusive	Lump Sum	1	\$3,500.00	\$8,500.00	\$6,248.00	\$4,500.00	\$14,800.00	\$3,374.00	\$8,607.03	\$12,500.00	\$6,500.00	\$5,024.18	\$6,645.00	\$28,000.00	\$6,500.00
Site Restoration, Inclusive	Lump Sum	1	\$3,000.00	\$4,500.00	\$11,600.00	\$3,500.00	\$26,000.00	\$13,338.51	\$16,333.17	\$11,000.00	\$5,300.00	\$5,604.00	\$6,895.00	\$8,000.00	\$16,500.00
Tree Removal	Lump Sum	1	\$4,800.00	\$8,500.00	\$12,505.00	\$16,500.00	\$3,000.00	\$7,283.48	\$13,015.00	\$15,000.00	\$12,000.00	\$18,815.00	\$8,900.00	\$5,000.00	\$11,010.00
Earthwork/ Site Grading	Lump Sum	1	\$9,000.00	\$10,400.00	\$12,157.00	\$22,000.00	\$17,250.00	\$29,386.60	\$24,571.43	\$25,000.00	\$39,000.00	\$41,080.00	\$42,500.00	\$38,000.00	\$57,840.00
Sand and Wood Chip Mix	Cubic Yard	110	\$11,000.00	\$13,750.00	\$13,380.40	\$9,240.00	\$6,160.00	\$8,714.20	\$11,328.90	\$3,850.00	\$11,770.00	\$11,973.50	\$20,020.00	\$11,350.00	\$16,500.00
In-Stream Boulder, R-4 Rip Rap	Tons	150	\$15,000.00	\$12,000.00	\$15,150.00	\$9,300.00	\$12,750.00	\$12,789.00	\$15,451.50	\$5,700.00	\$12,000.00	\$21,750.00	\$12,750.00	\$15,750.00	\$13,650.00
Rifle Channel Cobble Stone (6" avg. size)	Tons	50	\$5,000.00	\$6,750.00	\$7,220.00	\$4,850.00	\$5,710.00	\$6,164.50	\$7,739.00	\$10,500.00	\$5,250.00	\$6,950.00	\$7,000.00	\$8,500.00	\$13,750.00
Miscellaneous Landscaping Allowance	Lump Sum	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
<b>TOTAL PRICE FOR CONTRACT (Sum of Bid Items 1-9)</b>			<b>\$59,800.00</b>	<b>\$81,900.00</b>	<b>\$86,388.40</b>	<b>\$46,890.00</b>	<b>\$95,545.00</b>	<b>\$101,754.29</b>	<b>\$103,859.03</b>	<b>\$106,350.00</b>	<b>\$114,820.00</b>	<b>\$119,911.45</b>	<b>\$124,935.00</b>	<b>\$125,800.00</b>	<b>\$144,750.00</b>

## **Watershed Restoration and Protection Program Grant**

RESOLUTION NO. 17-015

A RESOLUTION TO AUTHORIZE THE TOWNSHIP OF ABINGTON TO SUBMIT AN APPLICATION FORMALLY REQUESTING A GRANT OF FUNDS FROM THE WATERSHED RESTORATION AND PROTECTION PROGRAM

**WHEREAS**, Act 13 of 2012 established the Marcellus Legacy Fund that allocates funds to the Commonwealth Financing Authority; and

**WHEREAS**, the Commonwealth Financing Authority has authorized grants for stream projects to reduce sediment loading with a cost of not less than \$30,000 and not more than \$300,000; and

**WHEREAS**, eligible applicants for the Watershed Restoration and Protection Program Grant must be a Municipality, including townships; and

**WHEREAS**, the Township of Abington conforms to the eligibility requirements as a township; and

**NOW THEREFORE, BE IT RESOLVED** as follows:

That the Township of Abington of Montgomery County, Pennsylvania hereby requests a Watershed Restoration and Protection Program Grant of \$300,000 from the Commonwealth Financing Authority of the Commonwealth of Pennsylvania to be used for creek stabilization to reduce siltation caused by stream bank erosion.

Be it FURTHER RESOLVED, that the Applicant does hereby designate Wayne C. Luker, President and Richard Manfredi, Secretary as the officials to execute all documents and agreements between the Township of Abington and the Commonwealth Financing Authority to facilitate and assist in obtaining the requested grant.

I, Richard J. Manfredi, duly qualified Secretary of the Township of Abington, of Montgomery County, Pennsylvania, hereby certify that the forgoing is a true and correct copy of a Resolution adopted by a majority vote of the Board of Commissioners of the Township of Abington at a regular meeting held on May 11, 2017 and said Resolution has been recorded in the Minutes of the Township of Abington and remains in effect as of this date.



IN WITNESS THEREOF, I affix my hand and attach the seal of the Township of  
Abington this 11<sup>th</sup> day of May, 2017.

Wayne C. Luker  
Name of Applicant

Wayne C. Luker, President, Board of Commissioners

Montgomery

County

Richard J. Manfredi

Richard J. Manfredi, Township Manager

Secretary



COMMONWEALTH OF PENNSYLVANIA  
COMMONWEALTH FINANCING AUTHORITY

January 23, 2018

Richard Manfredi, Township Manger  
1176 Old York Road  
Abington, PA 19001

Re: Watershed Restoration and Protection  
Program (WRPP)  
Grant \$100,000  
Ardsley Wildlife Sanctuary Project

Dear Mr. Manfredi:

I am pleased to inform Abington Township (*the "Applicant"*) that the Commonwealth Financing Authority (*the "CFA"*), at its meeting held November 14, 2017, approved your application (*the "Application"*) for a grant in an amount up to ONE HUNDRED THOUSAND DOLLARS (\$100,000) (*the "Grant"*). The Application has been approved based upon and in accordance with the terms and the representations made therein and in no event will the grant amount exceed 85% of the total project cost.

The grant will be used by the Applicant for construction and engineering relating to the expansion of a storm water basin and stream bank stabilization (*the "Project"*) at the property located in Abington Township, Montgomery County, Pennsylvania. The following conditions shall apply to the Grant award:

1. The Applicant must provide the CFA with copies of all executed contracts for all Project-related work to be performed. All contracts must contain the nondiscrimination/sexual harassment provision as set forth in the Grant Agreement and a certificate of insurance.
2. Prevailing wage requirements are generally applicable to projects using grant funds toward construction, demolition, reconstruction, alteration, repair work, renovations, build-out, and installation of machinery and equipment in excess of \$25,000. Any questions as to prevailing wage obligations and whether they apply to your project should be directed to the Bureau of Labor Law Compliance at (717) 787-3681. Please refer to Exhibit A of this commitment letter for further information regarding the Pennsylvania Prevailing Wage Act.

APPENDIX A & B  
Contract # C000066630  
Page 1 of 6

3. The Applicant must provide the CFA with copies of all approved permits, if applicable.
4. Receipt by the CFA of satisfactory evidence that all taxes and other monies due and owing to the Commonwealth of Pennsylvania are paid current, unless any of said taxes or other payments are being contested, in which case, the CFA may require that funds be escrowed to pay said taxes or other payments in the event of any adverse decision.
5. Compliance with the program guidelines.
6. The Applicant is responsible for seeking competitive bids for all work conducted with the Grant funds. In addition, the Applicant must comply with all applicable federal, state and local laws and regulations dealing with bidding and procurement.
7. The CFA reserves the right to approve or reject contracts between the Applicant and consultants or contractors for work that will be paid for with Grant funds.
8. The Applicant may not make or authorize any substantial change in an approved project without first obtaining the consent of the CFA in writing.
9. The Applicant will maintain full and accurate records with respect to the Project. The CFA shall have free access to such records and to inspect all project work, and other relative data and records. The Applicant must furnish upon request of the CFA all data, reports, contracts, documents, and other information relevant to the Project as may be requested.
10. The Project must be completed prior to the expiration of the grant agreement.
11. This commitment is contingent upon the availability of funds for the program identified on page one of this commitment letter, which program was established under the Act of February 14, 2012 (P.L. 87, No. 13) (58 Pa.C.S. §2315) and upon the balance of the financing being finalized as outlined in your Application.
12. The Applicant will be required to submit two copies of the Final Report prepared with the assistance of Grant funds to the CFA before final payment of the Grant is made. 10% of the Grant award will be withheld until receipt of the Final Report. This Final Report will outline the activities that took place during the project; what facilities were installed; locational data including latitude, longitude and county; total costs for the project; a description of the water quality improvements that resulted from the implementation of the project; and a list of federal programs and/or agencies committing funds to assist with installing the BMP.

Mr. Manfredi

Page 3

13. Disbursement of grant funds will be contingent upon receipt of Landowner-Grantee Agreement, if applicable.

Exhibit B further describes the procedure to access the Grant funds after all of the necessary conditions are met.

This commitment will expire forty-five (45) days from the date of this letter unless we have received your written acceptance by returning the original commitment letter fully executed. Our receipt of the signed commitment letter will constitute your authorization to incur costs for reimbursement.

If you should have any questions regarding this Grant, please contact the Office of Business Financing at (717) 787-6245. The signed commitment letter should be returned to Brian D. Eckert, Director, Site Development Office 400 North Street, 4<sup>th</sup> Floor, Commonwealth Keystone Building, Harrisburg, PA 17120.

Sincerely,



Scott D. Dunkelberger  
Executive Director

The foregoing terms and conditions are hereby agreed to and accepted this 26<sup>th</sup> day of January, 2018.

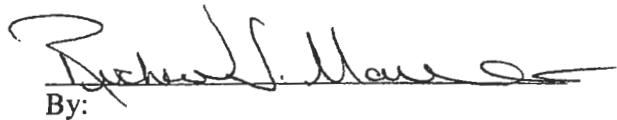
ATTEST:

ABINGTON TOWNSHIP



Secretary

(SEAL)



By:

FEDERAL TAX IDENTIFICATION NUMBER

23-4000025

## EXHIBIT A

### PREVAILING WAGE ACT

In the event that grant funds will be used for a public work project, the Prevailing Wage Act (PWA) may apply. The PWA requires that not less than the prevailing minimum wages be paid to all workmen employed on "public work" as defined in the PWA. Information on the PWA and the definition of "public work" may be found at [www.dli.state.pa.us/laborlaw](http://www.dli.state.pa.us/laborlaw) by clicking on the link to Prevailing Wage Act.

The Act's definition of "public work" has been applied to projects undertaken by private entities, but receiving government assistance.

The PWA does not apply to the installation of equipment or machinery that is not a fixture, although any building construction/renovations to accommodate the equipment/machinery could be covered.

The PWA also does not apply to work performed by the project-owner's in-house employees, as opposed to work done by contractors or subcontractors.

The full PWA can be found at 43 P.S. sections 165-1 through 165-17.

Please contact L&I's Bureau of Labor Law Compliance (717-787-3681) with questions about the PWA and/or if you would like L&I's assistance in determining if the PWA applies to this project.

Information on applying for prevailing wage rates can be found at [www.dli.state.pa.us/laborlaw](http://www.dli.state.pa.us/laborlaw). From that webpage, click the links to Prevailing Wage or Prevailing Wage Act. You will see a link for "Online Prevailing Wage Application & Rate Search." Follow that link to Prevailing Wage Rates Determination Request Form to submit the request electronically or print Prevailing Wage Rates Determination Request Form to submit by mail or fax.

## EXHIBIT B

### INSTRUCTIONS FOR RECEIVING GRANT FUNDS

The grant award is contingent upon receipt and execution of documents as stated in this letter. Failure to accomplish this may result in the rescindment of your Grant, as required by applicable law. Listed below are the steps you must follow.

#### GRANT AGREEMENT

Once the Grant Agreement is mailed out, please sign the Grant Agreement and Commitment Letter and return it as instructed in the grant cover letter. The signature process requires approximately 45 days. One fully executed copy of the grant agreement will be returned to you with a copy of a payment request form for requesting payment.

#### Payment of Funds

Submit to the CFA all executed construction contracts, invoices, and any other applicable documents related to the Project. All contracts must include the nondiscrimination/sexual harassment provision as set forth in the Grant Agreement and any other documents required in the Grant Award Letter.

Where applicable, comply with the Pennsylvania Prevailing Wage Act which requires that the specifications for every contract for public work to which a public body is a party contain a provision that the prevailing wage rate be paid to workmen employed in the performance of the contract.

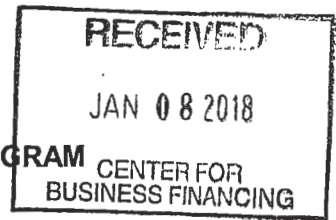
The Applicant agrees to provide general liability, property damage and workmen's compensation insurance, against any and all claims arising out of the activities undertaken pursuant to the grant which are to any extent financed by the funds from this Grant. The Applicant agrees to maintain such insurance and to name the CFA as an additional insured on such policies of insurance. Further, the Applicant agrees to notify the CFA of any change or cancellation of such insurance policies.

When you have submitted the required documents to this office, complete the payment request form following the sample provided and return it to this office. The payment request will take from 2-3 weeks to process.

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/](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 if 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

X By Wayne C. Pukers (Seal)  
X Title President  
X Date 12/28/2017

Sandra M. Berger 2/1/18  
Executive Director Date

X By Randy M...  
X Title Township Manager Secretary  
X Date 12/28/2017

For Commonwealth signatures only



Approved as to Legality and Form

Jill B. Burch 2/1/18  
Authority Counsel Date

Janis J... 2/21/18  
Office of Attorney General Date

## PAYMENT REQUESTS

The CFA requires the Applicant to provide completed payment request forms and accompanying invoices verifying the costs incurred for the Project. Grant funds will not be disbursed until the CFA receives copies of all required permit approvals.

The Applicant will provide a payment request form requesting **reimbursement** of any eligible costs after the receipt of the fully executed grant agreement.

The Applicant should continue to submit payment requests. Each subsequent payment request must be accompanied by invoices verifying costs incurred. Final invoices must be submitted following the completion of the Project for **costs incurred prior to the expiration of the grant agreement. Costs incurred after the expiration date are not eligible for reimbursement.**

NOTE: Fees for securing other financing, as well as interest charges on borrowed funds, are not eligible for reimbursement.

## FINAL INSTRUCTIONS

All payment requests and invoices must be submitted no later than the 1<sup>st</sup> day of the second month after the expiration date.

Should you have any questions, do not hesitate to contact:

PA Department of Community and Economic Development  
Site Development Office  
Commonwealth Keystone Building  
400 North Street, 4th Floor  
Harrisburg, PA 17120-0225

Telephone: (717) 787-6245

# TOWNSHIP OF ABINGTON MONTGOMERY COUNTY, PENNSYLVANIA ARDSLEY WILDLIFE SANCTUARY

## REGENERATIVE STEP POOL STORM CONVEYANCE SWALE

### DRAWING INDEX

- TITLE SHEET  
 100 EXISTING CONDITIONS AND DRAINAGE PLAN  
 101 PROFILES AND CONSTRUCTION DETAILS  
 102 PROFILE SECTIONS AND CONSTRUCTION DETAILS  
 103 SOIL EROSION AND SEDIMENTATION CONTROL NOTES  
 104 SOIL EROSION AND SEDIMENTATION CONTROL DETAILS



ISSUED FOR  
 TOWNSHIP REVIEW 12/12/19  
 BID 1/12/2020



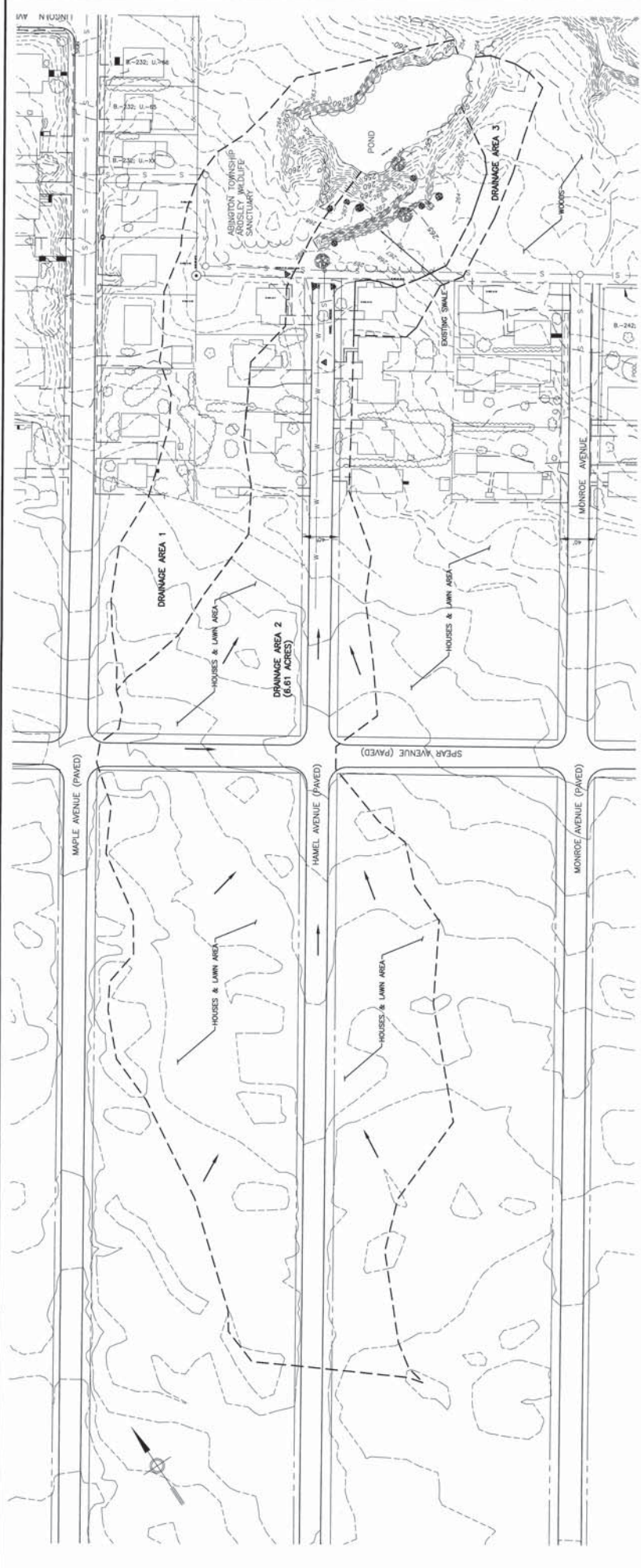
920 Germantown Pike, Suite 200  
 Plymouth Meeting, PA, 19462

LOCATION PLAN  
 N.T.S.



PROJECT NO. Z057000413  
 SET CONTAINS 5 DWGS.

REFER TO SPECIFICATIONS PRIOR TO CONSTRUCTION.  
 PLANS AND SPECIFICATIONS MUST BE READ TOGETHER  
 TO KNOW FULLY WHAT MUST BE BUILT.



- PROJECT PLAN NOTES**
- GENERAL**
- 1. All referenced plans, specifications, codes or other information are to be included as part of the design documents. All contractors, including subcontractors, shall be fully aware of these documents prior to bidding and construction.
  - 2. Any discrepancies found in the design documents shall be brought in writing to the attention of the responsible engineer immediately.
  - 3. No substitutions and/or changes shall be allowed unless requested and approved in writing by the responsible engineer.
  - 4. All work shall be performed in strict accordance with OSHA, Federal, State and local codes and requirements.
- CONSTRUCTION**
- 1. All components of construction not specifically called for or detailed on the drawings (blocking, bulkheads, sills, joints, seepers, anchors, ties, etc.) shall be constructed in strict accordance with good practice and considered good practice for construction shall be included in the design.
  - 2. Public access to all roadways, driveways, and sidewalks must be available at all times during construction as is possible.
  - 3. During construction, all obstructions (including, but not limited to, trees, signs, signals, and pedestrians) accessing the roadways, driveways and sidewalks, shall be maintained in a safe condition. All obstructions shall be at the end of each working day to allow a safe right-of-way for all traffic.
  - 4. Erosion control and other public safety devices must remain visible, operational and accessible at all times during construction.

- 5. Storm shall be grade to a maximum of 3 horizontal to 1 vertical or as shown on the drawings.
  - 6. All excavations shall be constructed, where appropriate, according to the plan of the contractor to be properly disposed of as required per the local, State and Sediment Control Ordinances.
  - 7. The contractor is responsible for the protection of all trees, bushes and plants on the site. Any trees, bushes or plants that are damaged or removed during the project shall be replaced with a similar size and species of plant to be replaced at the expense of the contractor.
  - 8. All Excavation to be backfilled.
- UTILITIES**
- 1. All underground utilities shown are based on surface evidence and information obtained from existing plans and records. Variations and/or additions utilities may exist. The contractor is solely responsible for the location and depth of all utilities. If any utility is found that is not shown on the drawings, the contractor shall be responsible for the protection and relocation of such utilities at the expense of the contractor.
  - 2. Existing utility construction details must be verified by the contractor prior to construction.
  - 3. Construction material such as pipes, rock and bedding materials may not be stored in the roadway and/or wetlands.
- SURVEY**
- 1. Horizontal Survey Control Datum is State Plane Coordinates, NAD83, Pennsylvania South Zone.
  - 2. Vertical Survey Control Datum is NAVD83.
  - 3. Local benchmarks are as noted on the plans.

- 4. Floodplains shown are based on the latest National Flood Insurance Program (NFIP) Flood Insurance Rate Map as published by FEMA.
- 5. Soil types mapped are as shown on USDA NRCS Web Soil Survey.
- 6. The plan depicts the survey conditions as existed on or around 9/1/18.
- 7. All Right-Of-Ways, Easements and Property Lines shown are for information only, based on existing evidence records. The plans were prepared based on the best information available. It is not to be used for establishment of ownership boundaries in the field.
- 8. The contractor is responsible for providing construction adjacent as needed to accurately construct the design as shown on the plans.



Pennsylvania One Call System, Inc.  
WEST MIFLIN, PENNSYLVANIA  
15122-1078



NO.	REVISIONS	DATE	ENGR.	DATE	ISSUED FOR
		1/17/20			TOWNSHIP REVIEW
		5/21/20			BD

DESIGN ENGR.	JFB	APPROVED	
CHURN BY	JFB	APPROVED	
PROJECT ENGR.	WRF	APPROVED	
PROJECT MGR.	WRF		
CHECKED BY	WRF	DATE	1/19/20

SCALE	AS NOTED
PROJECT NO.	200700413
DRAWING NO.	100
SHEET	OF

**TOWNSHIP OF ABINGTON**  
**MONTGOMERY COUNTY, PENNSYLVANIA**  
ARDSLEY WILDLIFE SANCTUARY  
REGENERATING STEP POOL STORM CONVEYANCE SWALE  
EXISTING CONDITIONS AND DRAINAGE PLAN

SEAL  
REGISTERED PROFESSIONAL ENGINEER

**BCM ENGINEERS**  
ATD GROUP SERVICES LLC  
920 Germantown Pike, Suite 200 Pymouth Meeting, PA 19442



- EXIS. LEGEND**
- - - - - EXISTING CONTOUR
  - — — — — PROPERTY LINE
  - — — — — PROPOSED CONTOUR
  - — — — — DRAINAGE
  - — — — — DRAINAGE BOUNDARY
  - — — — — DRAINAGE FLOW
  - — — — — 12" COMPOST FILTER SOCK
  - — — — — RIFLE CHANNEL
  - — — — — R-4 BOULDER
  - — — — — EROSION CONTROL BLANKET
  - — — — — TREE TO BE REMOVED

THE SOIL TYPE FOR THE WORK SITE IS  
 LAB - LANHREVILLE SILT LOAM, 3 TO 8 PERCENT SLOPES

NOTES:

- 1) THE SOIL TYPE IN THE AREA OF THE REGENERATIVE STORMWATER CONVEYANCE SWALE IS LB - LANHREVILLE HYDRAULIC SOIL GROUP C. SOIL DRAINS MODERATELY HIGH (0.20 TO 6.0 R/H).

**STABLE (BSPC) SEQUENCE OF CONSTRUCTION**

1. BEDROCK SHALL BE EXPOSED ONLY WHEN THE UPSTREAM PLACE UPSTREAM CONTROL SUCH AS DIVERSION PIPES AND PUMP MAY BE REQUIRED DURING CONSTRUCTION SO NOT TO CONTAMINATE THE STRIKE.
2. BEDROCK SHALL BE INSTALLED WITHIN 10 FEET OF THE BOTTOM POOL. A BYPASS FOR THE UPSTREAM RUNOFF SHALL BE INSTALLED TO PREVENT EROSION AND SOIL STABILIZED AT THE END OF EACH DAY.
3. ROUGH GRADE THE SPSC AND RIFLE/POOLS. EQUIPMENT SHALL AVOID EXCESSIVE COMPACTION.
4. VEGETATE AND INSTALL ROCK LINING AS PER THE DRAWINGS AND ACCORDING TO THE FINAL PLANTING LIST. PLANT VEGETATION AT IRRIGATION IS MOST LIKELY. VEGETATION SHOULD BE ESTABLISHED AS SOON AS POSSIBLE TO PREVENT EROSION AND SOIL.
5. REMOVE TEMPORARY EROSION AND SEDIMENT CONTROLS AFTER ALL CONTRIBUTING AREAS HAVE BEEN STABILIZED.

**THE ADOBLEY WILDLIFE REGENERATIVE STEP POOL STORM CONVEYANCE BMP**

- THIS BMP IS DESIGNED BASED UPON THE FOLLOWING DATA:
- A. RETROFIT CLASS: NEW RETROFIT FACILITY-RUNOFF REDUCTION (RR) CLASS
  - B. COORDINATES: LATITUDE: 40.122286° N, LONGITUDE: -75.150287° W
  - C. YEAR OF INSTALLATION: 2020
  - D. 12 INCH WATERSHED HYDROLOGIC UNIT CODE: 020402030002
  - E. TOTAL DAMAGE AREA AND IMPERVIOUS COVER AREA TREATED:
    - TOTAL DAMAGE AREA: 6.81 ACRES
    - IMPERVIOUS COVER: 4.56 ACRES
  - F. RUNOFF STORAGE VOLUME TREATED (2 IN. STORM): 13,688 FT<sup>3</sup>
  - G. TOTAL STORAGE VOLUME TREATED (2 IN. STORM): 13,688 FT<sup>3</sup>
  - H. BMP TYPE: REGENERATIVE STEP POOL STORM CONVEYANCE
  - I. PROJECTED POLLUTANT REMOVAL:
    - SEDIMENT (72% EFFICIENCY): 8,428 LBS/YR
    - NITROGEN (57% EFFICIENCY): 84 LBS/YR
    - PHOSPHORUS (68% EFFICIENCY): 8 LBS/YR



SCALE	AS NOTED
PROJECT NO.	202000413
DRAWING NO.	101
SHEET	OF



DESIGN ENGINEER	JFB	APPROVED
DRAWN BY	JFB	APPROVED
PROJECT ENGINEER	MRF	
PROJECT MANAGER	MRF	
CHECKED BY		
DATE	1-10-20	

**TOWNSHIP OF ABBINGTON**  
**MONTGOMERY COUNTY, PENNSYLVANIA**  
 ADOBLEY WILDLIFE SANCTUARY  
 REGENERATIVE STEP POOL STORM CONVEYANCE SWALE  
 PROPOSED GRADING PLAN AND  
 EROSION CONTROL PLAN

**BCM ENGINEERS**  
 ATC GROUP SERVICES LLC  
 920 Germantown Pike, Suite 200 Plymouth Meeting, PA 19442

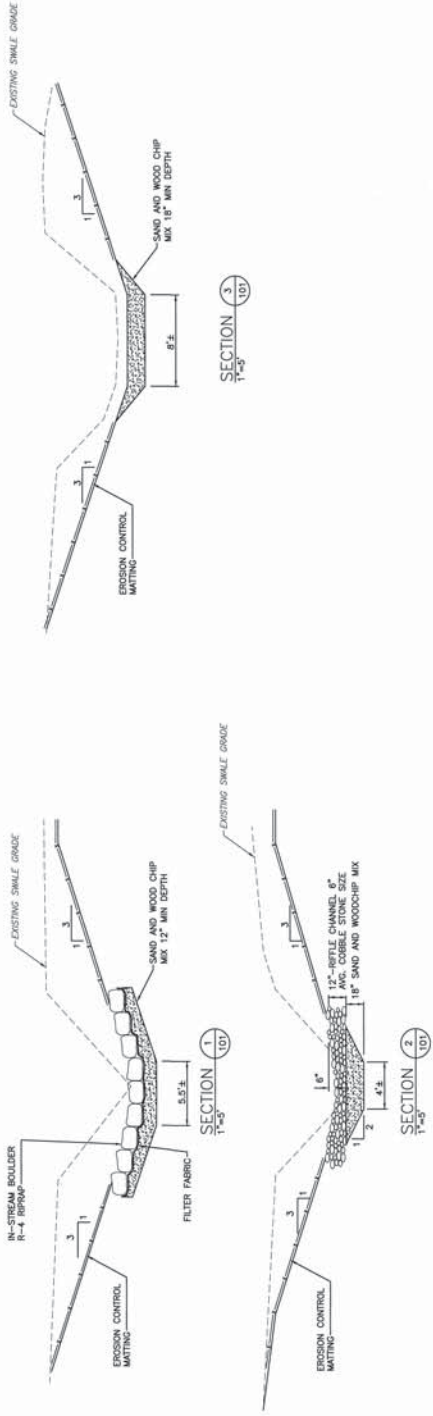
NO.	REVISONS	DATE	ENGR. DATE	ISSUED FOR
		1/12/20		END
		1/21/20		TOWNSHIP REVIEW

DATE	ENGR. DATE	ISSUED FOR

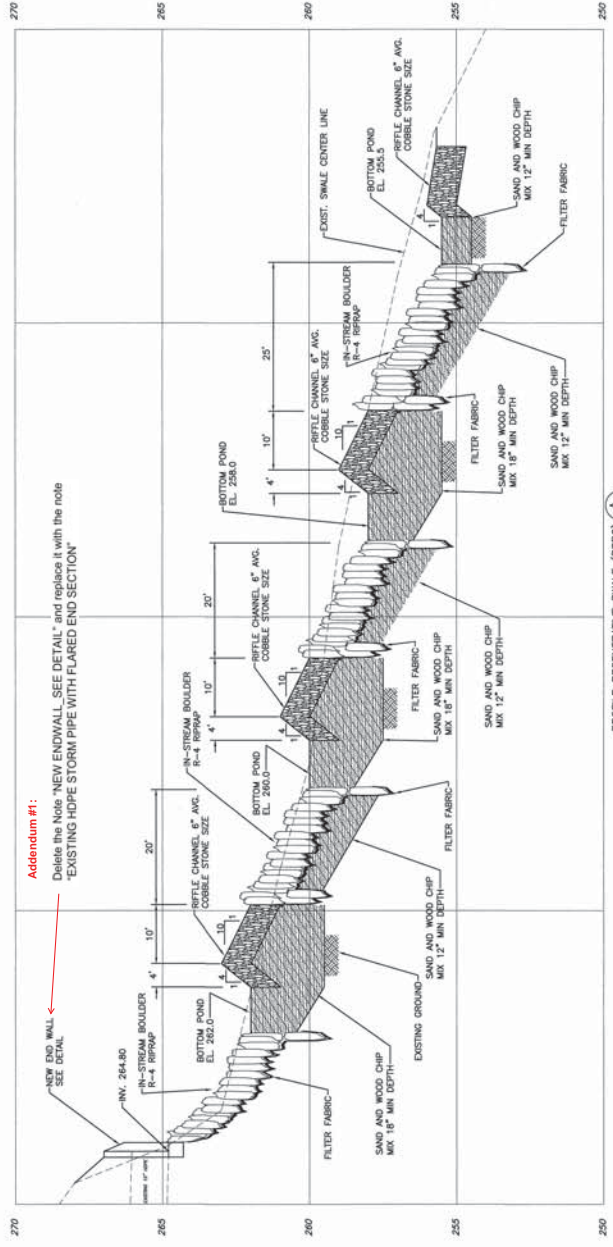
NO.	REVISONS	DATE	ENGR. DATE	ISSUED FOR

REGISTERED PROFESSIONAL ENGINEER





PROPOSED SWALE (RSPC) CONSTRUCTION DETAIL



**Addendum #1:**  
Delete the Note "NEW ENDWALL - SEE DETAIL" and replace it with the note  
"EXISTING HOPE STORM PIPE WITH FLARED END SECTION"



NO.	REVISIONS	DATE	ENGR.	DATE	ISSUED FOR
 ATC GROUP SERVICES LLC 920 Germantown Pike, Suite 200 Plymouth Meeting, PA 19402					
DESIGN DRAW.		DESIGNER	DATE	APPROVED	SCALE
DRAWN BY		JFB			AS NOTED
PROJECT ENGR.		MWF			PROJECT NO. 202300413
PROJECT MGR.		MWF			DRAWING NO. 102
CHECKED BY				DATE	SHEET
				1-10-20	of
 REGISTERED PROFESSIONAL ENGINEER					
<b>TOWNSHIP OF ABINGTON</b> <b>MONTGOMERY COUNTY, PENNSYLVANIA</b> ABDLEY WILDLIFE SANCTUARY REGENERATIVE STEP POOL STORM CONVEYANCE SWALE PROFILE, SECTIONS AND CONSTRUCTION DETAILS					



