

TOWNSHIP OF ABINGTON

(4) PUBLIC AFFAIRS COMMITTEE

**April 5, 2017
7:00 P.M.**

CALL TO ORDER

**ROLL CALL: SPIEGELMAN - BOWMAN - SCHREIBER - ROTHMAN -
KALINOSKI**

**Township Manager LEFEVRE
Assistant Township Manager WEHMEYER
Township Solicitor CLARKE
Director of Parks and Recreation OLES**

MINUTES:

**Motion to approve the minutes of the March 1, 2017 Public
Affairs Committee Meeting.**

**Environmental Advisory Council Report - Power Point Presentation on
their accomplishments and STAR Communities - Call on Jenn
Sherwood**

Parks and Recreation Report - Call on Andy Oles

**PA1. Bid Award - Community Facility at Crestmont Park
(Bids were opened on Tuesday, February 4th)**

**Motion to accept the lowest Responsible Bidder and enter into a
contract with L. J. Paoella Construction, Inc. in the amount of
\$1,545,571.00 to construct a new community facility at
Crestmont Park.**

PA2. Funding of the Community Facility at Crestmont Park

**Motion to authorize the use of funds from BB&T Account Number
1390000740639 in the amount of \$119,027.62 (as of
01/31/2017) to fund the construction of the new community
facility at Crestmont Park. This account was established on
August 31, 1990 for affordable housing purposes that has been
replaced by funding from HUD and DCED.
(The intent is to close the account and apply all funds to the
project).**

PA3. Grant Award Acceptance for TAP Grant Trail Development

Motion to accept the Transportation Alternatives Program (TAP) grant from PA Department of Transportation in the amount of \$450,000.00. The grant will support the construction costs for phase one of the bicycle plan.

PA4. Grant Award Acceptance for DCNR Grant For Design and Engineering for Bike Lane Implementation

Motion to accept the Department of Conservation and Natural Resources (DCNR) grant in the amount of \$90,000.00. The grant will support the design and engineering expenses to implement phase one of the bicycle plan.

PA5. Proposal Acceptance for Professional Services – Abington Transportation Alternatives Program (TAP) Trail

Motion to accept the proposal from the team of Simone Collins Landscape Architecture to prepare the construction documents through the Transportation Alternatives Program (TAP) grant for the Abington Trail Project at a cost not to exceed \$65,348.00.

PA6. Old York Road Historical Society Lease – Alverthorpe Manor

Motion to approve a Lease Addendum effective December 1, 2017, extending the Old York Road Historical Society lease at Alverthorpe Manor ten additional years and increasing the total leased area by 927 square feet. The annual rent obligation including utilities will increase to \$15,183.36 effective December 1, 2017.

PA7. Bid Condenser Replacement Project

Motion to advertise bid for the Condenser Replacement Project at the Abington Library.

PA8. Resolution No. 17-013 – Authorizing the Disposition of Certain Human Resources Records

Motion to adopt Resolution No. 17-013 authorizing the disposition of certain Human Resources records as set forth in Exhibit “A”.

PUBLIC AFFAIRS COMMITTEE

BOARD ACTION REQUEST

April 5, 2017
DATE

PAI
AGENDA ITEM NUMBER

DEPARTMENT

AGENDA ITEM

TOWNSHIP MANAGER

Community Development Bid Award
Community Facility at Crestmont Park

PREVIOUS ACTIONS

February 28 – Bids were properly advertised and publicly opened.

March 9 – Rejected all bids and Board of Commissioners authorized rebidding.

RECOMMENDED BOARD ACTION

Motion to accept the lowest Responsible Bidder and enter into a contract with L. J. Paoella Construction, Inc. in the amount of \$1,545,571.00 to construct a new community facility at Crestmont Park.

Bids were opened on Tuesday, April 4th.

COMMENTS

(See Attached Bid Tabulation Sheet)

L.J. Paoella Construction, Inc. submitted a revised base bid \$387,514.00 lower than the initial base bid submitted to the Township on February 28, 2017. Staff's recommendation is to accept Deduct Alternates Numbers: 1, 4 & 6 from this bidder.



Crestmont Clubhouse Re-Bid - Township of Abington

Bid Tabulation

Bid's Due: April 4, 2017, 10:00 am (Public Opening at 11:00)

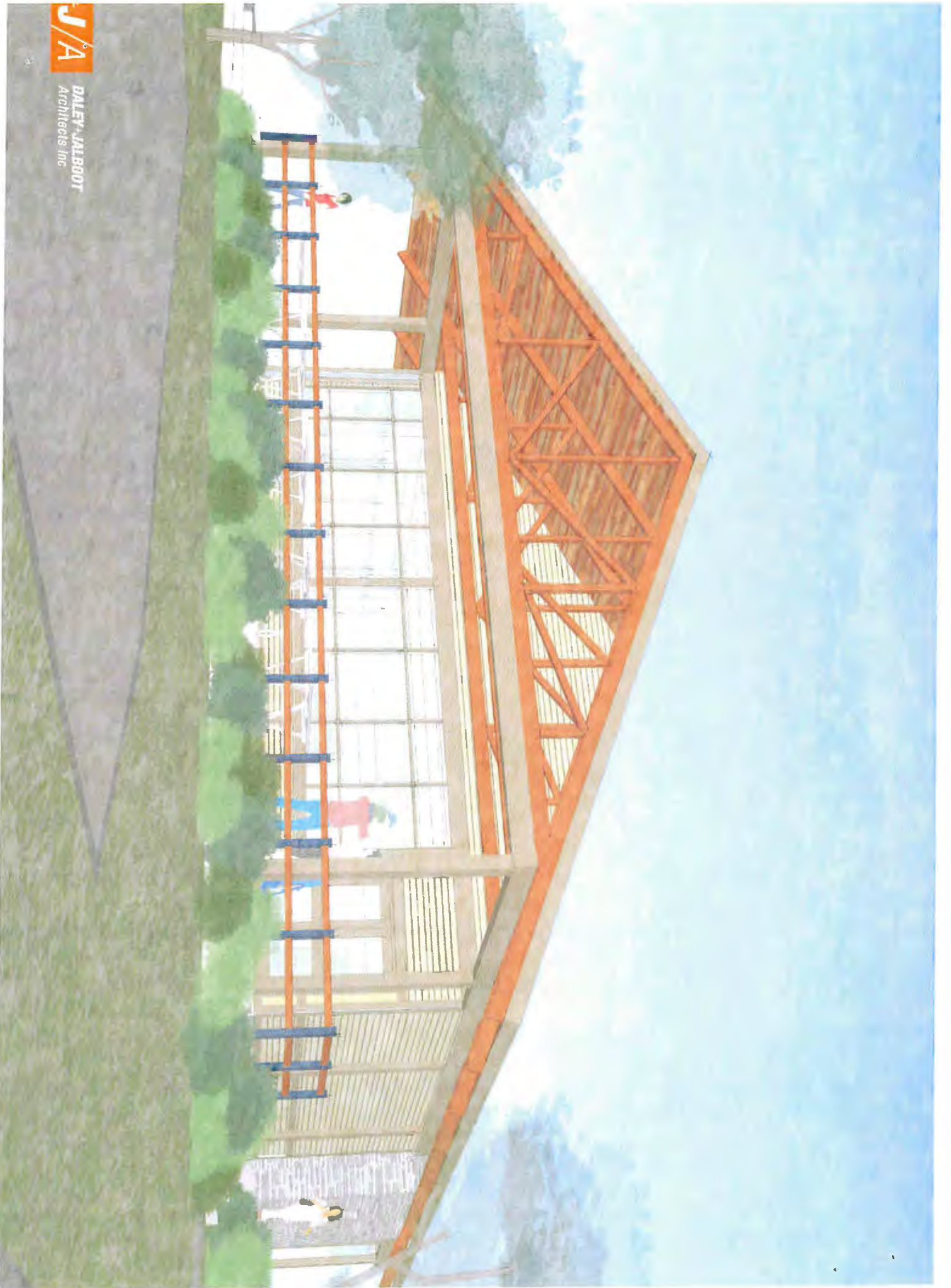
| CONTRACTOR | Bid Bond | Contractor's Qual. (G.C.) | Non-collusion | Repres., Certs. & Other | BASE BID | DEDUCT #1 | DEDUCT #2 | ADD #3 | DEDUCT #4 | DEDUCT #5 | DEDUCT #6 | DEDUCT #7 | BID RANGE | |
|--------------------------------|----------|---------------------------|---------------|-------------------------|--------------|-------------|-------------|----------|-------------|------------|-------------|-------------|------------------------|----------------|
| | | | | | | | | | | | | | BASE BID W/ALL DEDUCTS | BASE BID W/ADD |
| Caldwell, Heckles & Egan, Inc. | | | | | 1,688,000.00 | 0.00 | (10,100.94) | 675.00 | (14,235.00) | (8,500.00) | (12,000.00) | (1,500.00) | 1,641,664.06 | - 1,688,675.00 |
| Delran Builders | | | | | 1,684,196.00 | 10,336.00 | (10,821.00) | 3,683.00 | (9,450.00) | 3,647.00 | (6,400.00) | (38,255.00) | 1,633,253.00 | - 1,687,879.00 |
| L.J. Paoella Construction | X | X | X | X | 1,590,000.00 | (24,665.00) | | 1,550.00 | (14,264.00) | 0.00 | (5,500.00) | 0.00 | 1,545,571.00 | - 1,591,550.00 |
| | | | | | | | | | | | | | | - |
| | | | | | | | | | | | | | | - |

Bid Alternates:

- Deduct Alternate #1: Stone Veneer. Reduce the scope of the stone, limited to base all around building.
- Deduct Alternate #2: Landscaping. Deduct the cost of the landscaping.
- Add Alternate #3: Rubber Flooring. Change the type of flooring for increased thickness.
- Deduct Alternate #4: Stone Veneer at Interior. Change the finish of the south M.P. Room wall from stone veneer to painted GWB.
- Deduct Alternate #5: Foundation walls. Change the design of the foundation walls from reinforced concrete to CMU.
- Deduct Alternate #6: Fire Alarm System. Deduct the cost of the fire alarm system in it's entirety.
- Deduct Alternate #7: Steel Certification. Eliminate the AISC Certification Requirement and comply with addenda specification changes. Owner to test steel.



CRESTMONT
CLUBHOUSE



PALEY-JALBOOT
Architects Inc.



DALEY-JALBOOT
Architects Inc





REPAINT TENNIS COURTS & INSTALL NEW FENCE

ENHANCE LANDSCAPE AT ENTRANCE, ADD SIGNAGE

~~REPAINT TENNIS COURTS & INSTALL NEW FENCE~~

INSTALL NEW SOFTBALL FIELD

UPGRADE SKATING POND ACCESS FOR SKATERS AND MAINTENANCE
ADD NEW BENCHES AND LIGHTING

STALL NEW PARK FURNITURE, BENCHES, ASH RACKS AND GRADE SIGNAGE

CONSTRUCT 6' - 8' WIDE ASPHALT TRAIL

ENHANCE LANDSCAPE

USE EXISTING SIDEWALK FOR TRAIL

ADD STREET TREES ALONG FRONTAGE

REGRADE, AERATE, AMEND TOPSOIL AND RESEED FOOTBALL/MULTIPURPOSE FIELD
REPOSITION DR
INSTALL NEW LIGHTS

ADD NEW PICNIC GROVE
5 - 8 TABLES & TRASH RACKS

INSTALL NEW PARKIN SPACES
12 OFF-STREET PARKING SPACE:

REPLACE TOT LOT (AGES 2 - 5)

EXPAND YOUTH PLAYGROUND (AGES 5 - 12)

INSTALL COMMUNITY DEMONSTRATION 'EVERYBODY'S GARDEN' AT POOL ENTRANCE

CONSTRUCT 6'-8' WIDE ASPHALT TRAIL

IMPROVE DRAINAGE
REGRADE SWALES, INSTALL NEW PIPES AND PEDESTRIAN RIDGE, REMOVE EBRIS

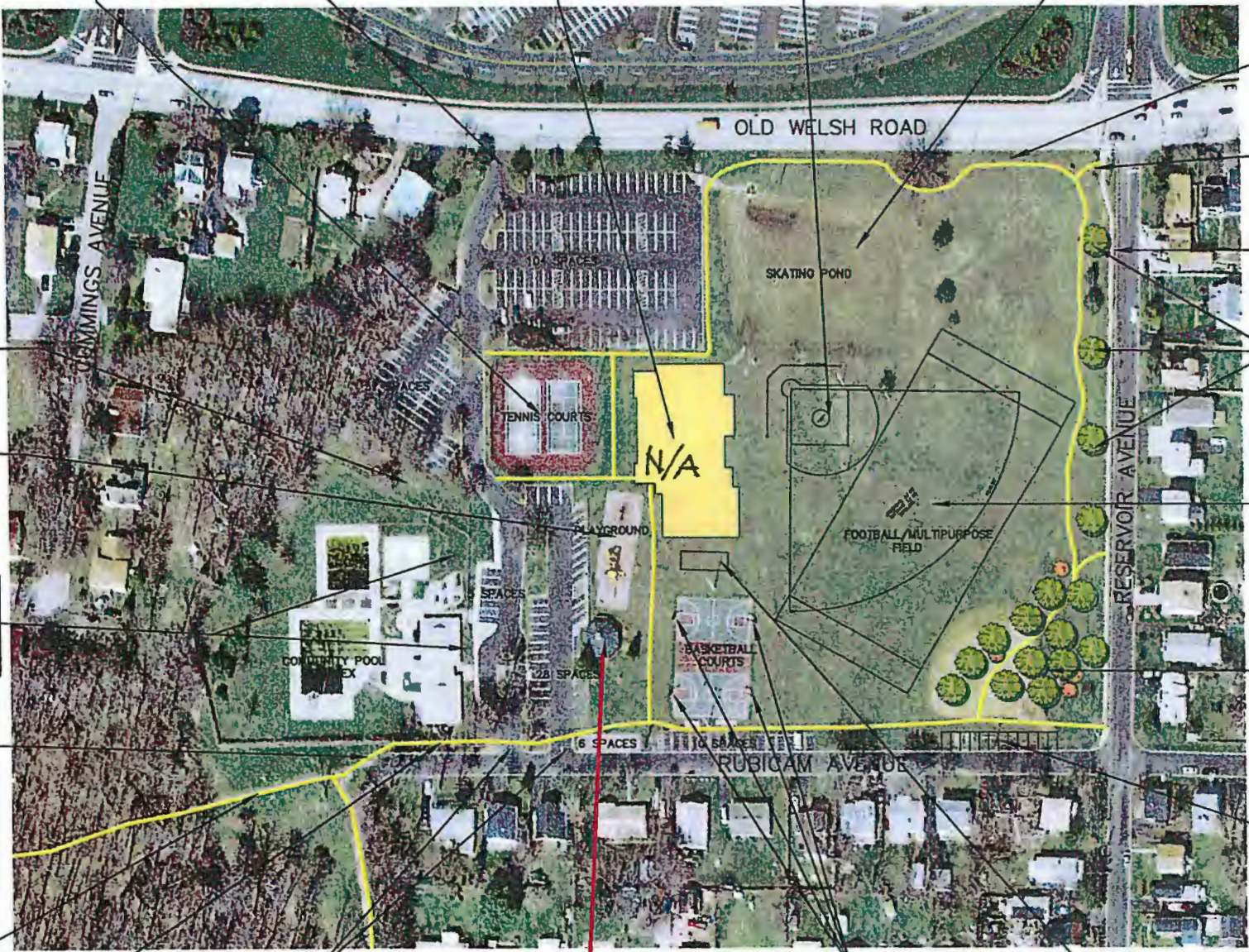
PLANT SCREEN BUFFER

ENHANCE LANDSCAPE AT PARK ENTRANCE, ADD SIGNAGE

RENOVATE ROUNDHOUSE
ADD HEAT, IMPROVE ENTRANCE, USE 2ND FLOOR, ADD PORT-A-JOHN, SHADE STRUCTURE AND TABLES
-DR-
REMOVE AND REPLACE WITH A GAZEBO

EXTEND PAVEMENT BEYOND STANDARDS

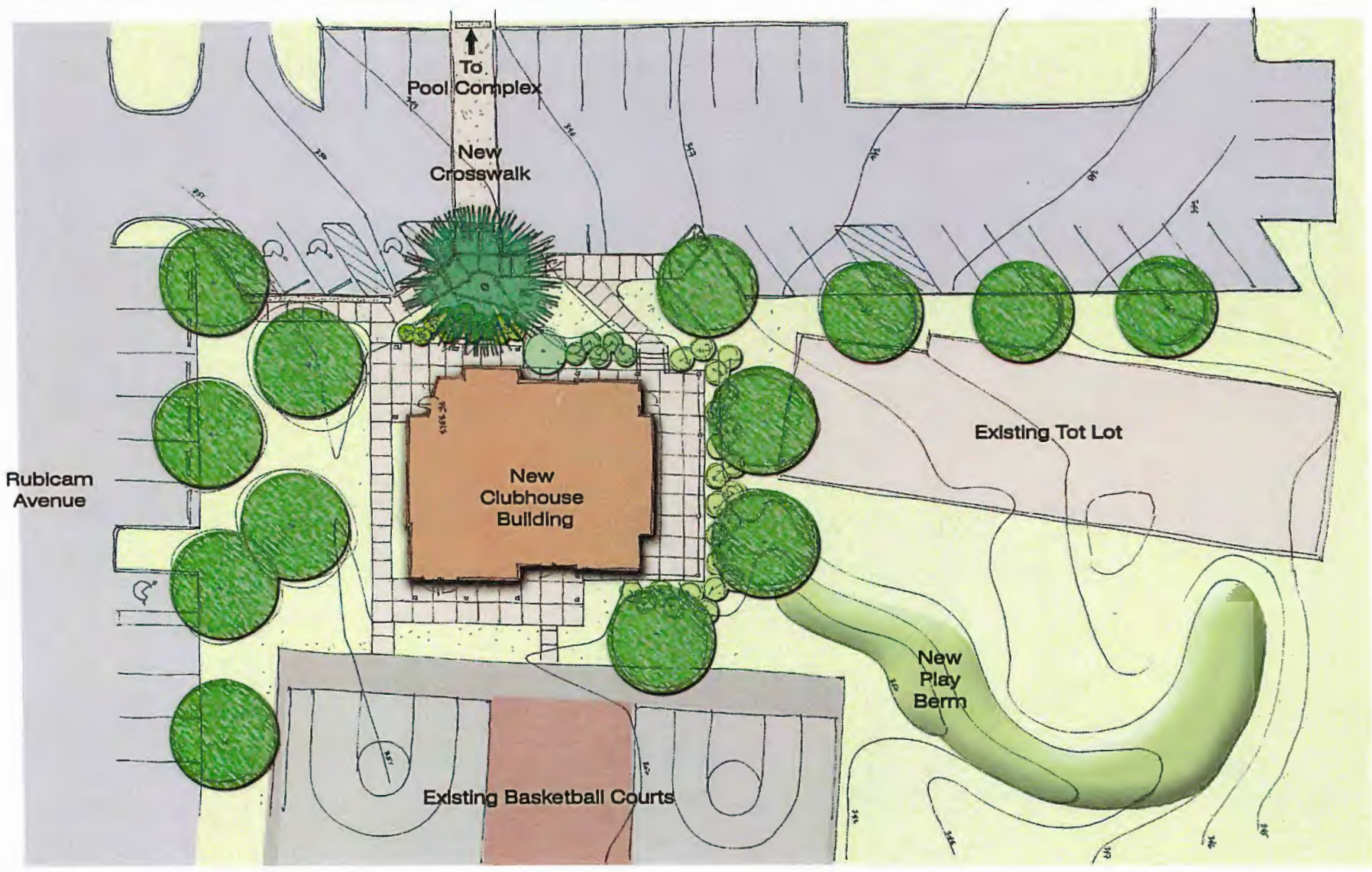
ADD SAND VOLLEYBALL COURT (1)



PROPOSED NEW BUILDING

MAP 2
 PARK IMPROVEMENT PLAN
 CRESTMONT PARK
 TOWNSHIP OF ABINGTON
 BUREAU OF PARKS AND RECREATION
 400 WEST 10TH STREET
 HANCOCK COUNTY, PENNSYLVANIA

| | |
|------|----|
| DATE | BY |
| | |
| | |
| | |



Rubicam Avenue

To Pool Complex

New Crosswalk

New Clubhouse Building

Existing Tot Lot

New Play Berm

Existing Basketball Courts



New Clubhouse Location

Crestmont Park

Abington Township
Montgomery County, PA

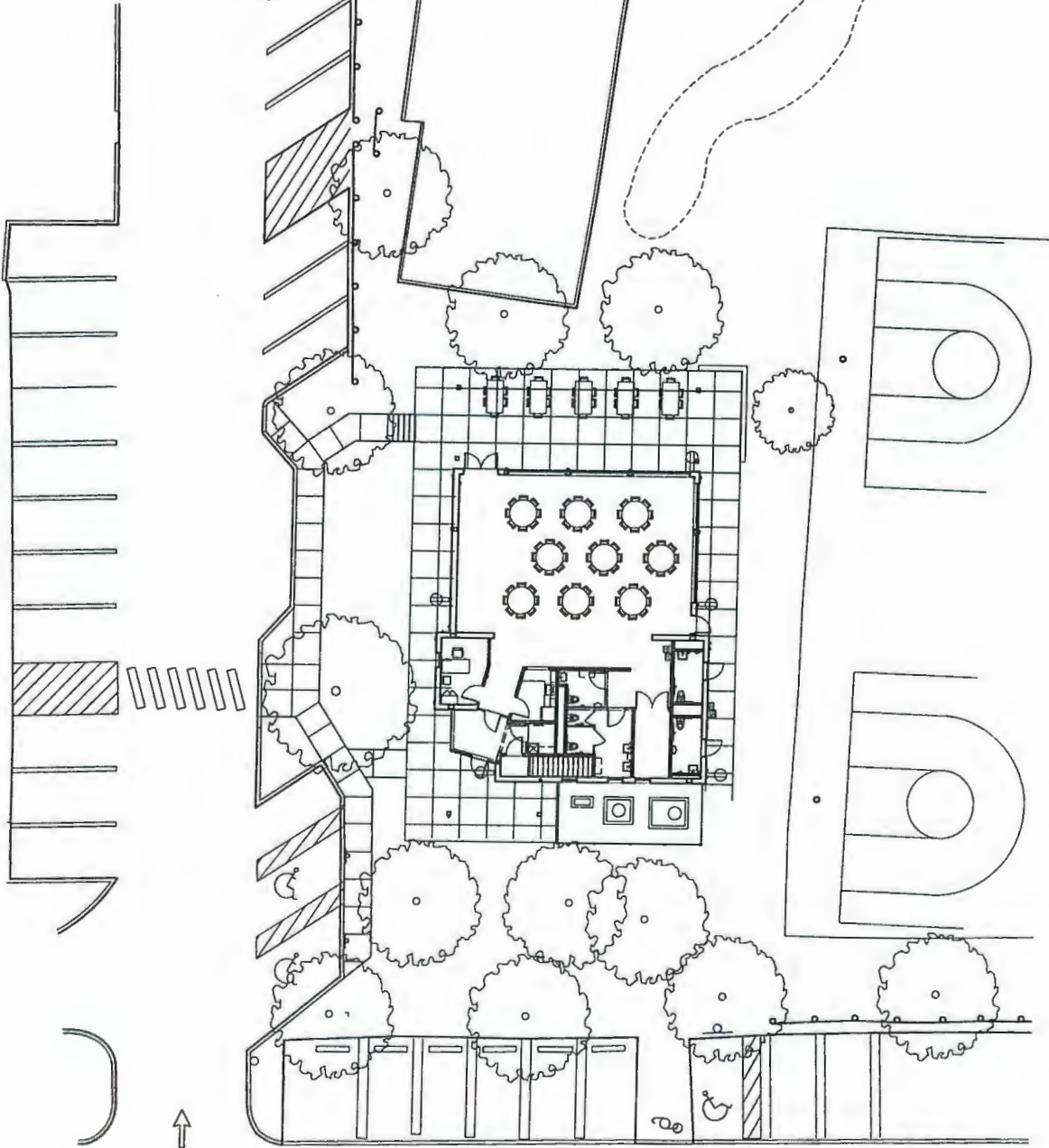


Circle you byline here

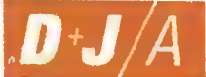
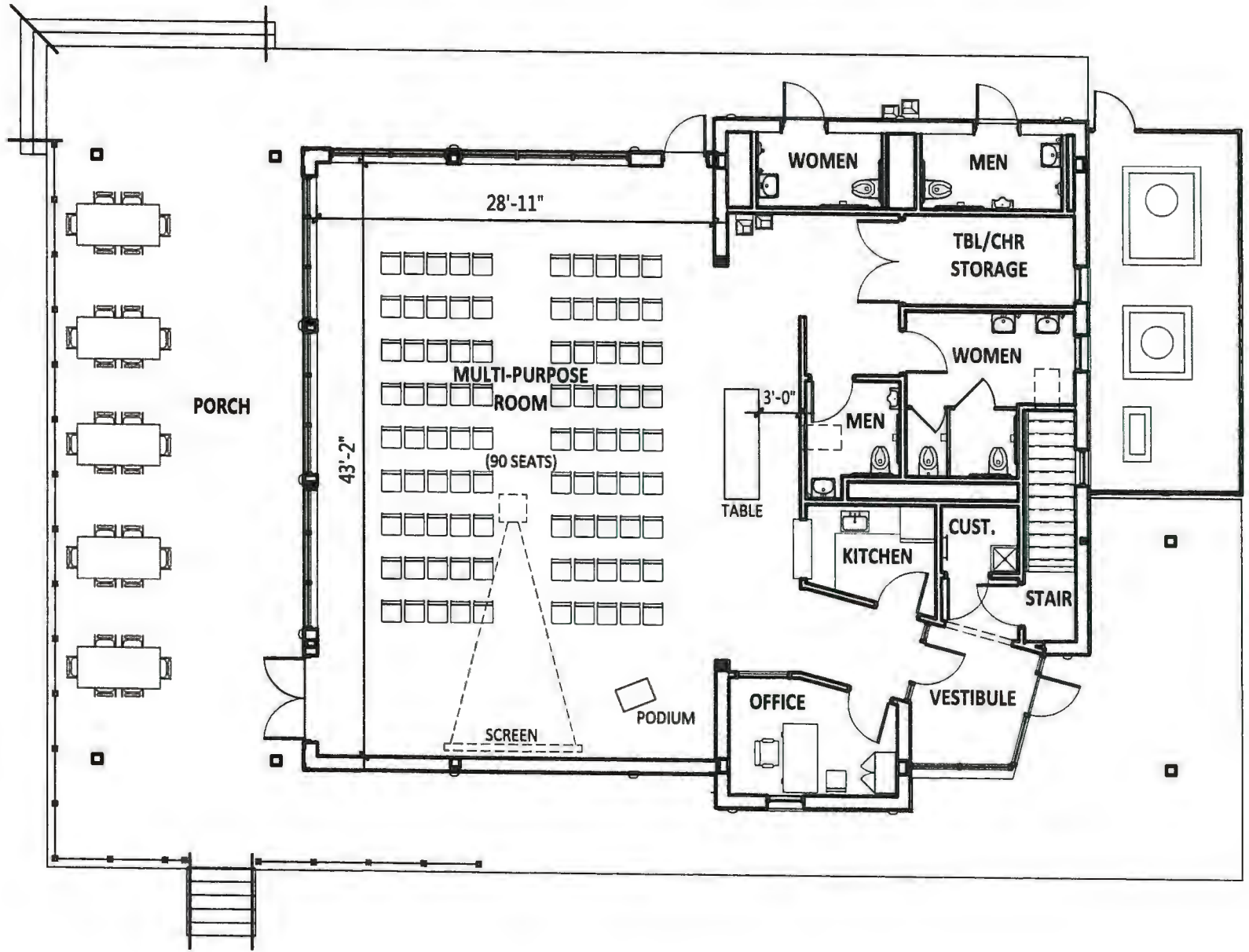
400 Garden Hwy
Dayton, OH 45424
Phone: 937.233.4321
Fax: 937.233.4322
Web: www.CVDA.com



DALEY, JALBOOT
Architects Inc.



PROPOSED SITE PLAN
Scale: 1" = 50'-0"
Date: 11/7/2016
TOWNSHIP OF ARLINGTON, CRESTMONT CLUBHOUSE



DALEY-JALBOOT
Architects Inc

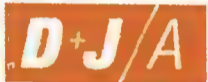
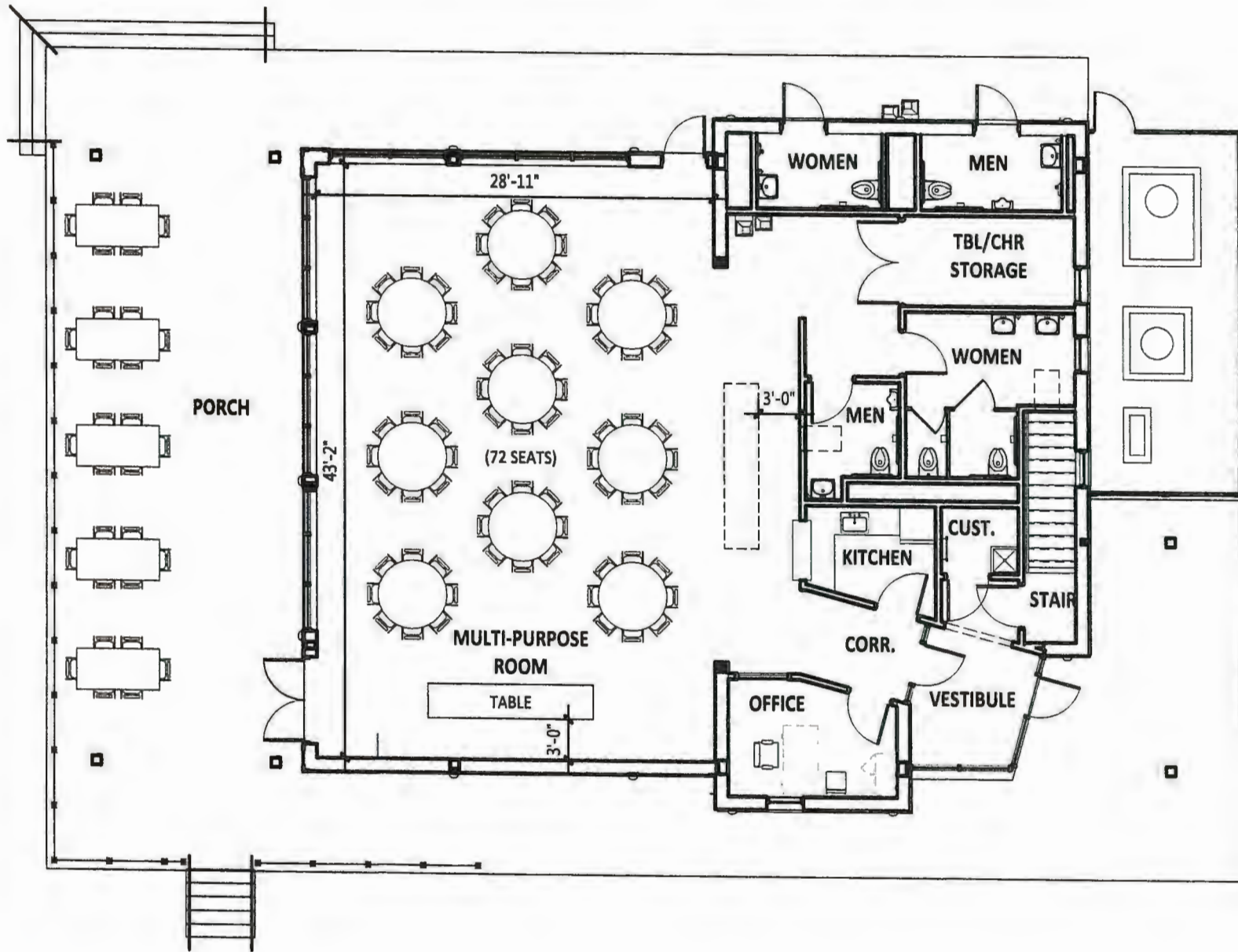


CLUBHOUSE PLAN W/ CHAIRS

Scale: 3/32" = 1'-0"

Date: JANUARY 2017

TOWNSHIP OF ABINGTON, CRESTMONT CLUBHOUSE



DALEY+JALBOOT
Architects Inc



CLUBHOUSE PLAN TABLE OPTION

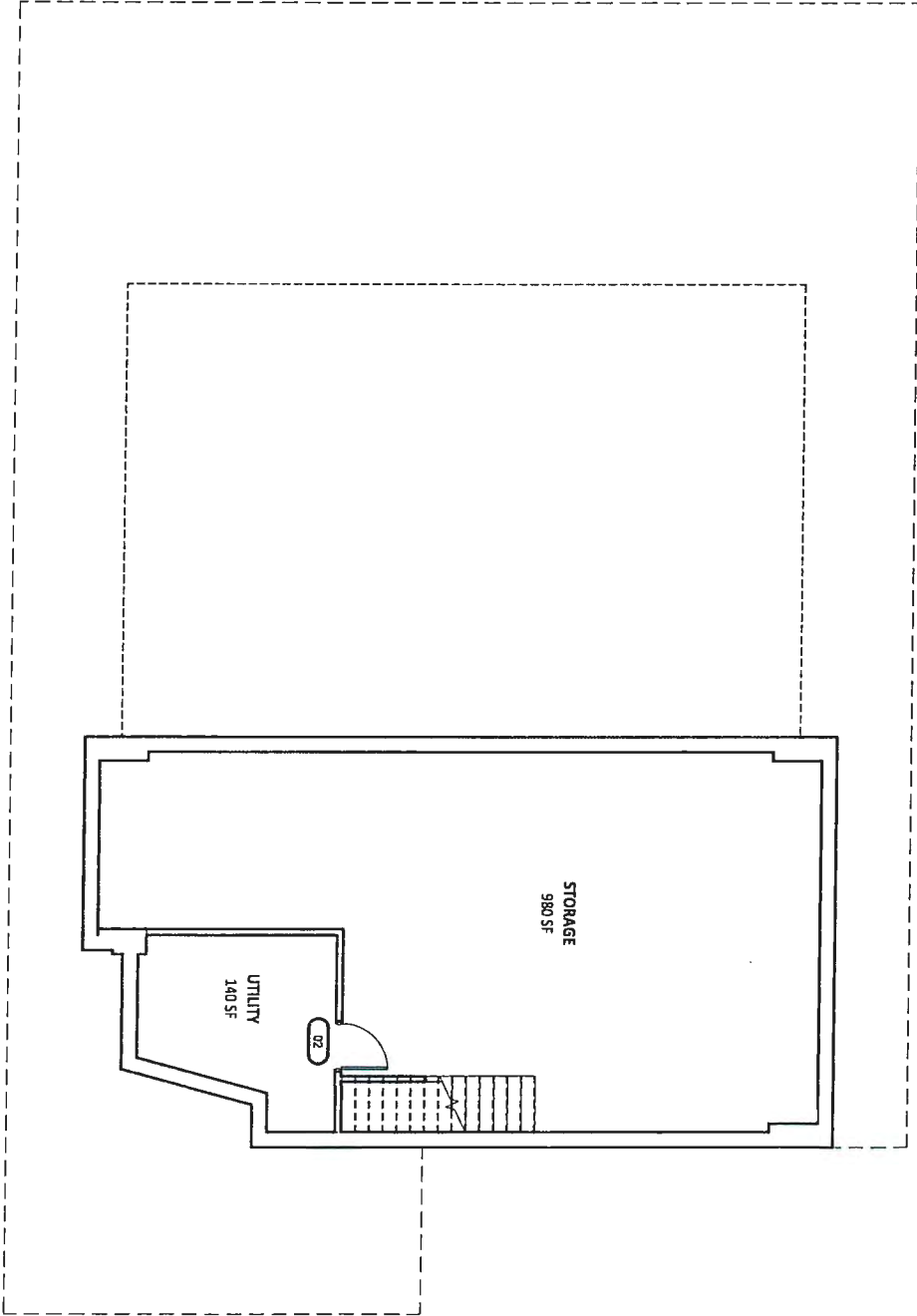
Scale: 3/32" = 1'-0"

Date: JANUARY 2017

TOWNSHIP OF ABINGTON, CRESTMONT CLUBHOUSE



DALEY JALBOOT
ARCHITECTS, INC.

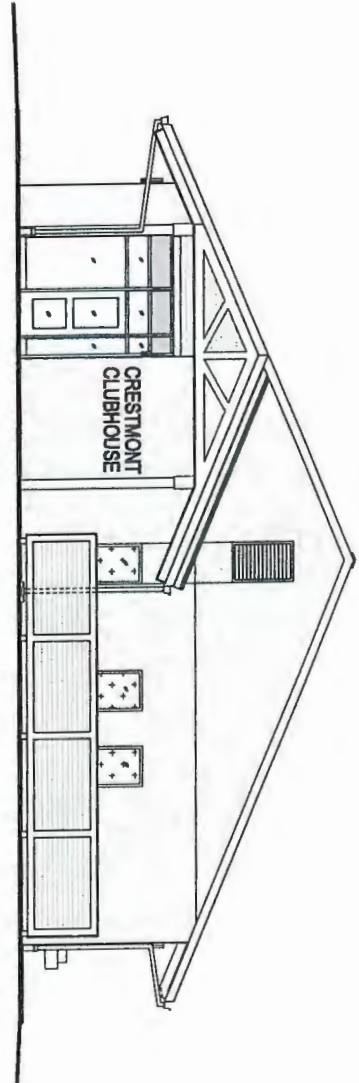


BASEMENT AREA - 1,165 SF.

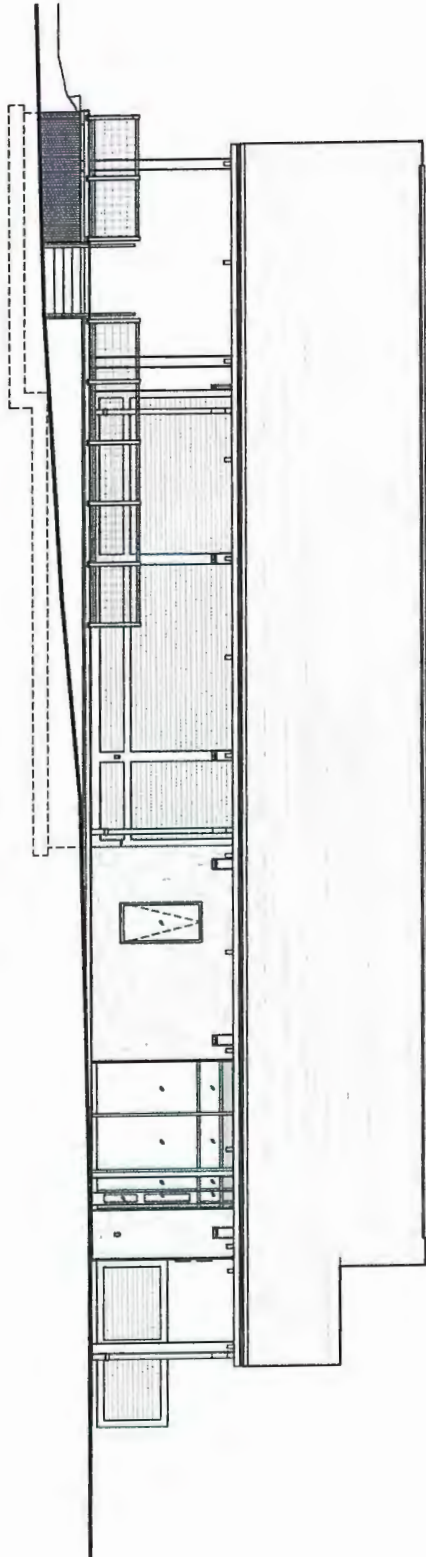
BASEMENT LEVEL PLAN
Scale: 1/8" = 1'-0"
DATE: 7/27/11
TOWNSHIP OF ARLINGTON, CHESTNUT CUNHOUSE



DALEY JALBOOT
Architects Inc

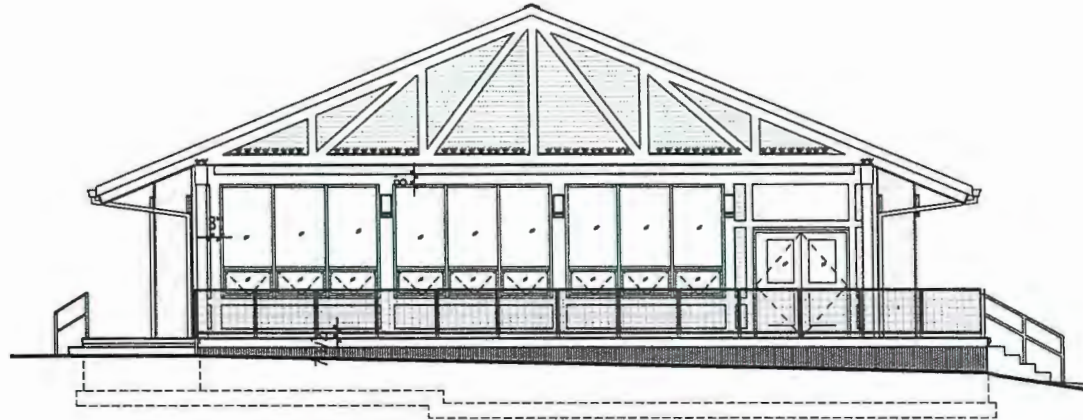


SOUTH ELEVATION
1/8" = 1'-0"



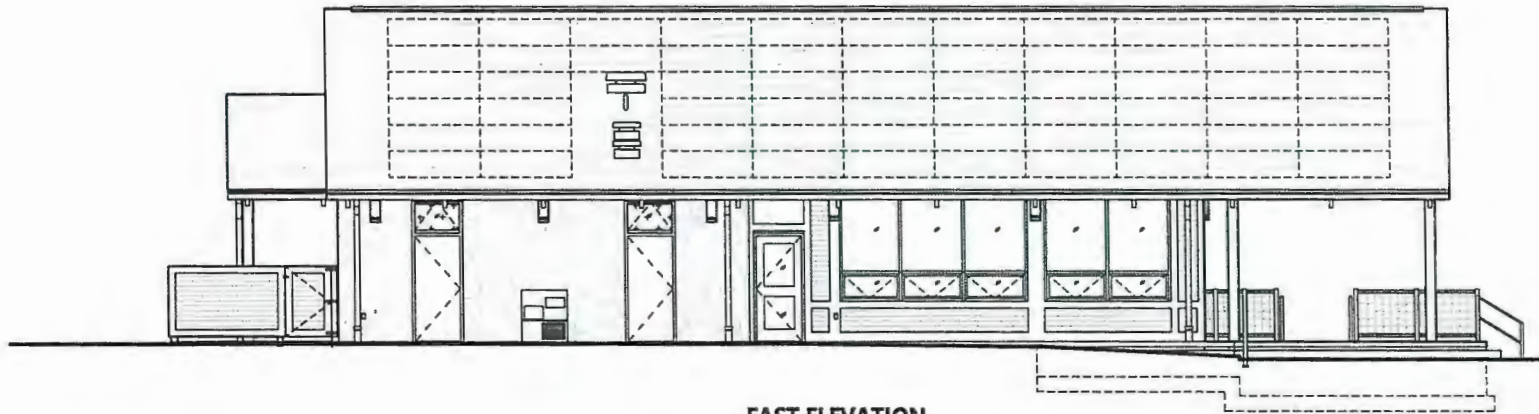
WEST ELEVATION
1/8" = 1'-0"

BUILDING ELEVATIONS
Scale:
1/8" = 1'-0"
1/4" = 1'-0"
TOWNSHIP OF ASHWINGTON, CRESTMONT CLUBHOUSE



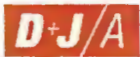
NORTH ELEVATION

1/8" = 1'-0"



EAST ELEVATION

1/8" = 1'-0"



DALEY-JALBOOT
Architects Inc



BUILDING ELEVATIONS
Scale: 1/8" = 1'-0"
Date: 2/10/2017
TOWNSHIP OF ABINGTON, CRESTMONT CLUBHOUSE

PUBLIC AFFAIRS COMMITTEE

BOARD ACTION REQUEST

April 5, 2017

DATE

PA 2

AGENDA ITEM NUMBER

DEPARTMENT

AGENDA ITEM

TOWNSHIP MANAGER

Community Development

Funding of the
Community Facility at Crestmont Park



PREVIOUS ACTIONS

March 9, 2017 – Agenda item was deleted.

RECOMMENDED BOARD ACTION

Motion to authorize the use of funds from BB&T Account Number 1390000740639 in the amount of \$119,027.62 (as of 01/31/2017) to fund the construction of the new community facility at Crestmont Park. This account was established on August 31, 1990 for affordable housing purposes that has been replaced by funding from HUD and DCED.

COMMENTS

The intent is to close the account and apply all funds to the project.

(See Attached).



717-29-01-00.10550 0 C 001 28 50 004
TOWNSHIP OF ABINGTON
ABINGTON TOWNSHIP COMMUNITY DEVELOPMENT
RENTAL REHAB ACCT
1176 OLD YORK RD
ABINGTON PA 19001-3713

Your account statement

For 01/31/2017

Contact us



BBT.com



(800) BANK-BBT or
(800) 226-5228

**You've built a solid business network.
Now BB&T introduces a way to make it work for you:**

Refer up to 4 small businesses and receive \$400! * Refer fellow small businesses to open their first BB&T business checking account and you each receive \$100 deposited directly into your business checking accounts once offer requirements are met.

To participate in this incentive program, stop by your closest local financial center to pick up a registration form. Visit us online at **BBT.com/Business** for more information or call us at 800-BANK-BBT.

* Referring Client Incentive: Up to a maximum of four (4) \$100 incentives (for a total of \$400) is available to a referring client for each referred business that meets qualifiers. Existing clients must have a BB&T business checking account in good standing with a balance greater than or equal to \$250 within 90 days after the referred account qualifies for the incentive. Accounts are only reviewed once.

Referred Client Incentive: A \$100 incentive will be paid to a referred client who meets the requirements of this offer. Offer is available for new business checking accounts when a referral coupon is submitted at account opening. The client's account must be in good standing with a balance greater than or equal to \$250 or have a minimum of 5 BB&T Business Debit Card purchase transactions totaling at least \$250 within 90 days from account opening to be eligible. Accounts are only reviewed once. Normal account opening balances apply. All referral and account opening bonuses will be credited to eligible accounts via Direct Deposit within 120 days from account opening and reported to the IRS as required by law. This offer cannot be combined with any other offer or promotion. In addition to all qualifiers listed above, Non-Resident Alien clients must also submit a valid Form W-8, NRA Certification Statement and a copy of their passport to BB&T by the time the account is reviewed for incentive eligibility as described above.

BB&T, Member FDIC.

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■ PUBLIC FUND MONEY RATE SAVINGS 1390000740639

Account summary

| | |
|---|----------------|
| Your previous balance as of 12/31/2016 | \$119,017.51 |
| Checks | - 0.00 |
| Other withdrawals, debits and service charges | - 0.00 |
| Deposits, credits and interest | + 10.11 |
| Your new balance as of 01/31/2017 | = \$119,027.62 |

Interest summary

| | |
|--------------------------------------|----------|
| Interest paid this statement period | \$10.11 |
| 2016 interest paid year-to-date | \$118.99 |
| Interest rate | 0.10% |
| Annual percentage yield (APY) earned | 0.10% |

Deposits, credits and interest

| DATE | DESCRIPTION | AMOUNT(\$) |
|--------------------------------------|------------------|------------|
| 01/31 | INTEREST PAYMENT | 10.11 |
| Total deposits, credits and interest | | = \$10.11 |



August 31, 1990

Abington Township Building
1176 Old York Road
Abington, PA 19001

Attention: Edie Richards

Dear Ms. Richards:

As requested, enclosed please find two executed copies of our Agreement between Abington Township and Abington Federal Savings Bank.

I hope that this program will benefit both parties. I look forward to talking to you in the future.

Very truly yours,

Edward W. Gormley
Vice President/Secretary

EWG/jo

Enclosures.

MAIN OFFICE
180 OLD YORK ROAD
JENKINTOWN, PA 19046
886-8280

ABINGTON OFFICE
1020 OLD YORK ROAD
ABINGTON, PA 19001
887-4666

GLENSIDE OFFICE
273 KESWICK AVENUE
GLENSIDE, PA 19038
885-2313

AGREEMENT BY AND BETWEEN
THE TOWNSHIP OF ABINGTON AND
ABINGTON FEDERAL SAVINGS BANK

This **AGREEMENT**, entered into as of of this 31 day of August, 1990, by and between the **Township of Abington**, hereinafter referred to as the "**Municipality**" and **Abington Federal Savings Bank**, hereinafter referred to as the "**Agent**."

WITNESSETH THAT:

WHEREAS, the Municipality receives Community Development Block Grant Entitlement Funds from the U.S. Department of Housing and Urban Development; and

WHEREAS, the Municipality wishes to utilize a portion of these Entitlement Funds to provide rehabilitation assistance to landlords under the Municipality's Rental Rehabilitation Program; and

WHEREAS, the Municipality will provide assistance in the forms of Conditional Grants and Low-Interest Loans to owners of residential rental properties for housing rehabilitation; and

WHEREAS, the Municipality wishes to deposit a portion of the Entitlement Funds with the Agent; and

WHEREAS, the Agent agrees to administer conditional grants and low-interest loans to eligible participants in the Municipality's rental housing rehabilitation program in accordance with the provisions of this Agreement; and

WHEREAS, this Agreement must be executed describing the obligations and responsibilities of the parties and the terms and conditions of which such funds are to be deposited and used.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. The Municipality shall deposit available Entitlement Funds with the Agent in an interest-bearing account. Any interest earned shall be returned by the Agent to the Municipality. The Municipality, in turn, will return said funds to the Community Development Block Grant account as program income.
2. The Municipality through its agent, Abington Federal Savings Bank, shall make Conditional Grants available in the amount of fifty percent (50%) of the total cost of the rehabilitation and Low-Interest Loans of 7% per annum available for the balance of the rehabilitation costs to those applicants deemed eligible by both the Municipality and by the Agent. A Conditional Grant will be given for the first \$10,000.00 of the total rehabilitation costs. Rehabilitation costs over \$10,000.00 will be administered then 50% Conditional Grant, 50% Low-Interest Loan at 7% interest over a 10 year period.

3. The Agent shall research all credit information necessary to determine eligibility of all prospective applicants. The Municipality will have the authority to approve or to reject any application.
4. Administrative costs will be charged by the Agent to the Municipality in the amount of 3/8 of 1%. The Municipality will pay the Agent's normal fees and charges on behalf of the applicant as per the attached schedule. Agent shall have the right to pass on increases after first consulting with the Municipality to determine the necessity for such increases.
5. Proof of ownership of property and eligibility for participation in the Municipality's Rental Rehabilitation Program will be provided to the Agent by the Municipality and the Agent will make loans only to those approved applicants.
6. The Agent will use its own documents and notes for all loans made hereunder. Such loans may be secured by judgement notes or by mortgages. All loans made hereunder shall be payable to the Agent who will in turn transmit said payments including interest to the Municipality on a quarterly basis.
7. The Agent agrees to disburse funds only after approval in writing from the Municipality. Such disbursements will be authorized on a one-fourth (1/4) basis after inspection and verification by the Municipality's Building Inspector that one-quarter (1/4) of the work has been completed successfully and complies with Abington Township Code standards.
8. The Agent agrees to provide to the Municipality quarterly performance statements on the activity of the deposited funds, including the number of transactions each quarter, amount of interest accrued and other pertinent information concerning actual benefits provided by the Agent.
9. The Agent agrees that the repayment period for any housing rehabilitation loans approved by the Agent for participants in the Municipality's Rental Rehabilitation Program will not exceed ten (10) consecutive years. The Municipality may, at its discretion, or upon request by the participant establish shorter repayment terms.
10. This Agreement shall be in effect for ten (10) consecutive years commencing upon the execution of the Agreement.

11. If, through any cause, the Agent shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Agent shall violate any of the covenants, agreements, or stipulations herein, the Municipality shall thereupon have the right to terminate this Agreement by giving written notice to the Agent of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination in addition to other remedies in law or equity. In the case of termination of this Agreement, or its expiration, any funds remaining in the Rehabilitation Account at the time of termination, including interest, shall be returned by the Agent to the Municipality. The Agent, in addition, shall provide to the Municipality a final report on the Rehabilitation Account and Program activity.
12. The Agent agrees to keep and maintain books, records, and other documents relating to the Program and agrees to permit any duly authorized representative from the Municipality, at all reasonable times, access to and the right to inspect, copy, audit and examine all such books, records, and other documents of the Agent until the completion of all closeout procedures relative to the Conditional Grant and the final conclusion and settlement of all issues arising out of the Conditional Grant.
13. The Agent acknowledges and agrees that the transfer of Conditional Grant/Loan funds by the Municipality to the Agent shall not be deemed an Assignment of Conditional Grant funds to the Agent, and that the Agent shall neither succeed to any rights, benefits or advantages of the Municipality under the Conditional Grant Agreement, nor attain any rights, privileges, authorities or interest in or under the Conditional Grant/Low Interest Loan Agreement.
14. Nothing contained in this Agreement or in the Conditional Grant/Low Interest Loan Agreement or any act of the Municipality or any of the Program participants shall be deemed or construed by any of the parties, or by third persons, to create any relationship of third party beneficiary, principal and agent, limited or general partnership, or joint venture, or of any association or relationship involving the Conditional Grant/Loan.
15. The Agent will hold the Municipality harmless and indemnify the Municipality from all claims, actions, causes of actions and demands arising out of any act or omission of the Agent in the performance of its services under this Agreement. Agent acknowledges that the Municipality is not liable to any party for completion of or the failure to complete any activities which are part of the Program.

16. No member, officer, or employee of the Municipality or its designees or agents, no member of the governing body of the Municipality or the locality in which the Program is situated, no other public official of the Municipality or such locality or localities who exercises or has exercised, and functions or responsibilities with respect to the Program during his or her tenure, shall have any interest, direct or indirect, in any contract, or subcontract, or the proceeds thereof, for work to be performed in connection with the Program, or in any activity or benefit therefrom which is part of this Program.
17. All amendments, notices, requests, objections, waivers, rejections, agreements, approvals, disclosures and consents of any kind, made pursuant to this Agreement, shall be in writing. Any such communication shall be deemed effective for all purposes as of the date such communication is mailed, postage prepaid, by registered or certified mail, return receipt requested, to be delivered only to the office of the addressee, addressed as follows:

Communications to the Municipality shall be mailed to:

Eddie Richards
Abington Township Building
1176 Old York Road
Abington, PA 19001

Communications to the Agent shall be mailed to:

Edward W. Gormley
Abington Federal Savings Bank
180 York Road
Jenkintown, PA 19046
18. This Agreement shall bind and the rights, benefits, advantages and obligations shall inure to the Agent's successors. No assignment will occur without the written consent of the Municipality.
19. The invalidity of any article, section, subsection, clause or provision of this Agreement shall not affect the validity of the remaining articles, sections, subsections, clauses or provisions hereof.
20. This Agreement constitutes the entire Agreement between the Municipality and the Agent and supersedes all prior oral and written agreements between the parties hereto with respect to the subject Program.

21. This Agreement may be executed in any number of counterparts. All such counterparts shall be deemed to be originals and together shall constitute one and the same instrument.
22. This Agreement, or any part hereof, may be amended from time to time hereafter only in writing, executed by the Municipality and the Agent. This Agreement, as it may affect the rights, remedies, duties and obligations of the Municipality, shall be governed by and construed in accordance with the laws of the State of Pennsylvania.


Unless otherwise terminated by the Municipality or Agent, or by the mutual consent of the Municipality and Agent, this Agreement shall terminate upon completion of all closeout procedures respecting the Grant.

All unobligated funds or deposits must be returned to the Municipality at the termination of This Agreement.

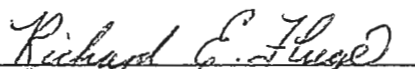
IN WITNESS WHEREOF, the parties to this Agreement are legally bound and have executed this Agreement as of the date first above written.

ATTEST:

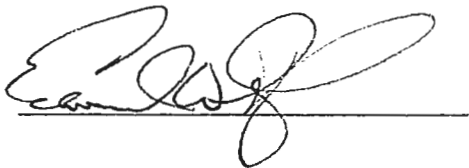
TOWNSHIP OF ABINGTON




Douglas S. Reeder, Secretary

BY: 
Richard E. Fluge, President

ABINGTON FEDERAL SAVINGS BANK



BY: 

Public Affairs Committee
BOARD ACTION REQUEST

April 5, 2017

Agenda Item Number

PA 3

AGENDA ITEM

DEPARTMENT
Administration



TOWNSHIP MANAGER



**Grant Award Acceptance for TAP Grant
Trail Development**

PREVIOUS ACTIONS:

- In February 2016, the Board of Commissioners adopted the Master Bike Plan for the Township.
- In 2016, the Township applied for a TAP Grant to implement a portion of the Bike Plan and also a DCNR Grant to cover the design and Engineering expenses to implement this portion of the Bike Plan.
- Resolution #16-019 was approved May 12, 2016 for Abington Township to submit an application to the Transportation and Community Development Initiative (TCDI) Grant Program to support the 'Walk Park Train' concept of the Master Bike Plan.

RECOMMENDED BOARD ACTION:

- Motion to accept the Transportation Alternatives Program (TAP) grant from PA Department of Transportation in the amount of \$450,000.00. The grant will support the construction costs for phase one of the bicycle plan.

COMMENTS:

- The TAP Trail will be the first phase of the bicycle plan, a 3.26 mile stretch that will connect to 2 SEPTA train stations, 5 parks, 1 school, 1 church and dense residential neighborhoods.
- The grant award from the Department of Conservation and Natural Resources (DCNR) will serve as the matching requirement for the TAP grant. Therefore, there is not a township match.



February 17, 2017

Mr. Peter Simone
Landscape Architect / Consultant
Abington Township
1176 Old York Road
Abington, PA 19001

Dear Mr. Simone:

I am pleased to inform you that Abington Township has been awarded \$450,000 in federal Transportation Alternatives Program (TAP) funding for the Abington Township Trail Project.

Safety and proven capacity of applicants to implement their projects in a timely manner were major considerations in the selection of your project for funding. As such, all TAP projects must have all approvals, including environmental and construction plan approvals by August 2018. The Pennsylvania Department of Transportation (PennDOT) District 6 staff will assist you through the PennDOT project delivery process to secure these approvals and ensure federal funding is secured by the above referenced August 2018 deadline.

A Project Manager from PennDOT District 6 will be contacting you in the following weeks to schedule a project kick-off meeting to define the scope and responsibilities for the steps required to advance your project. *Please be advised that you cannot proceed with any element of this project for which you expect to be reimbursed until after the Project Manager notifies your office that you have authorization to proceed. Activities conducted prior to receiving notification from the District's Project Manager may render your project ineligible for reimbursement and/or significantly delay implementation.*

Public Affairs Committee

BOARD ACTION REQUEST

April 5, 2017

Agenda Item Number

PA 4

AGENDA ITEM

DEPARTMENT
Administration



TOWNSHIP MANAGER



**Grant Award Acceptance for DCNR Grant
For Design and Engineering for Bike Lane Implementation**

PREVIOUS ACTIONS:

- In February 2016, the Board of Commissioners adopted the Master Bike Plan for the Township.
- In 2016, the Township applied for a TAP Grant to implement a portion of the Bike Plan and also a DCNR Grant to cover the design and Engineering expenses to implement this portion of the Bike Plan.
- Resolution #16-018 was approved April 14, 2016 for Abington Township to submit an application to DCNR to cover design and engineering expenses necessary to implement a high priority section of the Master Bike Plan.

RECOMMENDED BOARD ACTION:

- Motion to accept the Department of Conservation and Natural Resources (DCNR) grant in the amount of \$90,000.00. The grant will support the design and engineering expenses to implement phase one of the bicycle plan.

COMMENTS:

- The DCNR funds will be used to match the TAP grant funds for the first phase of the bicycle plan. There is not a matching obligation to the township.
- Phase One includes a 3.26 mile stretch that will connect to 2 SEPTA train stations, 5 parks, 1 school, 1 church and dense residential neighborhoods.



pennsylvania
DEPARTMENT OF CONSERVATION
AND NATURAL RESOURCES

Tara

OFFICE OF THE SECRETARY

December 15, 2016

Michael Lefevre
Township Manager
Abington Township
1176 Old York Road
Abington, PA 19001

RE: Abington Township (Montgomery)
Abington Township TAP Trail- Development

Dear Mr. Lefevre:

On behalf of Governor Tom Wolf, I am writing to congratulate you on a grant award in the amount of \$90,000 from the Community Conservation Partnerships Program administered by the Department of Conservation and Natural Resources (DCNR). Funding for these types of projects comes from the Keystone Recreation, Park and Conservation Fund (Key 93), the Environmental Stewardship Fund (Growing Greener) and federal funding sources.

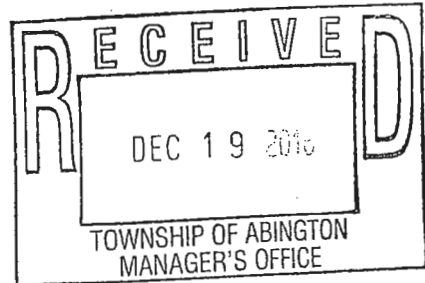
My Department is committed to building community conservation partnerships with local governments and nonprofit organizations to protect critical natural areas and open space, develop greenways and trails, provide quality park, recreation and conservation opportunities, and to improve the quality of life in Pennsylvania's communities.

Your DCNR grant award is a recognition of outstanding recreation and conservation work that should be shared with your community. DCNR staff will be in contact with your project coordinator to finalize the grant agreement and to provide additional information on our grant procedures.

I wish you much success in implementing this project, which will contribute to the quality of life for many Commonwealth citizens. If you have any questions, please contact DCNR's Bureau of Recreation and Conservation at 717-783-2658, or via email at DCNR-Grants@pa.gov for assistance.

Sincerely,

Cindy Adams Dunn
Secretary



conserve sustain enjoy

Rachel Carson State Office Building | P.O. Box 8767 | Harrisburg, PA 17105-8767 | Phone 717.772.9084 | Fax 717.772.9106

Board of Commissioners
Public Affairs Committee

BOARD ACTION REQUEST

April 5, 2017

Agenda Item Number

PA 5

AGENDA ITEM

DEPARTMENT

Administration

TOWNSHIP MANAGER

Proposal Acceptance for Professional Services
Abington Transportation Alternatives Program (TAP) Trail



PREVIOUS ACTIONS:

- In February 2016, the Board of Commissioners adopted the Master Bike Plan for the Township.
- The Township was awarded a TAP Grant to implement a portion of the Bike Plan and also a DCNR Grant to cover the design and Engineering expenses to implement this portion of the Bike Plan.

RECOMMENDED BOARD ACTION:

- Motion to accept the proposal from the team of Simone Collins Landscape Architecture to prepare the construction documents through the Transportation Alternatives Program (TAP) grant for the Abington Trail Project at a cost not to exceed \$65,348.00.

COMMENTS:

- Simone Collins Landscape Architecture is the team that was competitively selected in 2014/2015 and who created the Master Bicycle Plan that was adopted by the Township in February 2016.
- Simone Collins Landscape Architecture is the team that was competitively selected in 2016 to complete the Walk Park Train Abington concept of the Master Bike Plan.
- The TAP funds, through DVRPC and PENNDOT would not require the township to go through a RFP process for design of the project.

BOARD ACTION REQUEST

PUBLIC AFFAIRS COMMITTEE

April 5, 2017
DATE

PA6
AGENDA ITEM NUMBER

DEPARTMENT

AGENDA ITEM

TOWNSHIP MANAGER

Administration Old York Road Historical Society Lease
Alverthorpe Manor



PREVIOUS ACTIONS

In September 2012 – The Township entered into a five-year lease with the Old York Road Historical Society for occupancy of a section on the second floor of Alverthorpe Manor effective December 1st of that year.

In January 2013 – The Township executed an Addendum to the above lease approving an expansion of the leased area and a corresponding increase in rent.

RECOMMENDED BOARD ACTION

Motion to approve a Lease Addendum effective December 1, 2017, extending the Old York Road Historical Society lease at Alverthorpe Manor ten additional years and increasing the total leased area by 927 square feet. The annual rent obligation including utilities will increase to \$15,183.36 effective December 1, 2017.

COMMENTS

Plot plan of initial (in beige color) and proposed leased (in green color) space attached.



Partial floorplan of Alverthorpe Manor second floor. Society leased space in Tan, expansion space in Green.

BOARD ACTION REQUEST
PUBLIC AFFAIRS COMMITTEE

April 5, 2017
DATE

PA 7
AGENDA ITEM NUMBER

| <u>DEPARTMENT</u> | <u>AGENDA ITEM</u> | <u>TOWNSHIP MANAGER</u> |
|-------------------|---------------------------------------|---|
| Library | Bid for Condenser Replacement Project |  |

PREVIOUS ACTIONS

None

RECOMMENDED BOARD ACTION

Motion to advertise bid for Condenser Replacement Project at the Abington Library.

COMMENTS

The unit is 26 years old. The refrigerant used, R-22, is very expensive and will no longer be produced after 2020. Repairs in 2015, to recharge after a leak, were close to \$10K. Once R-22 is no longer available, one leak will render the system useless. That has the potential to shut down the library and severely damage the printed collection. A new unit may save up to 10% in energy costs and stop the cycle of costly repairs. To be paid from Capital Account No. 07-23-071-7494.

BID AUTHORIZATION FORM

To: Michael LeFevre, Township Manager

From: Library Department

Date: March 28, 2017

Re: Abington Township Public Library
Condenser Replacement Project

Bid Opening Date*: May 25, 2017

Bid Opening Time: 11:00 a.m.

Location of Bid Opening: Conference Room, Abington Township Public Library

Source of Funds: 2017 Capital Budget - 07-23-071-7494

(List Budget Number and Indicate if approved by formal budget process.)

Comments: The unit is 26 years old. The refrigerant used R-22, is very expensive and will no longer be produced after 2020. Repairs to recharge after a leak were close to \$10,000. Once R-22 is no longer available, one leak will render the system useless. That has the potential to shut down the library and severely damage the printed collection. A new unit may save up to 10% in energy costs and stop the cycle of costly repairs.


Requested by, Nancy Hammeke Marshall


(Manager/Designate Approval)

3/28/17
Date:

3.31.17
Date:

**ABINGTON TOWNSHIP
PUBLIC LIBRARY
CONDENSER REPLACEMENT
PROJECT
May 24, 2017**

**AFTER DOWNLOADING THIS BID SEND EMAIL TO
library243@yahoo.com WITH COMPANY NAME AND CONTACT SO
WE CAN SEND YOU ANY CHANGES OR ADDENDUMS.**

NOTICE TO BIDDERS

TOWNSHIP OF ABINGTON

MONTGOMERY COUNTY PENNSYLVANIA

.....
SEALED BIDS FOR “**ABINGTON TOWNSHIP PUBLIC LIBRARY, CONDENSER REPLACEMENT PROJECT**“ ARE DUE AT THE TOWNSHIP OF ABINGTON, 1176 OLD YORK ROAD, ABINGTON PENNSYLVANIA, BY **10:30 AM ON MAY 24 2017** AND WILL BE OPENED PUBLICLY AT THE ABINGTON FREE LIBRARY-COMMUNITY ROOM AT **11:00 AM ON MAY 25, 2017.**

BIDS must show price for all labor, materials, and equipment delivered to the Township Library Building 1030 Old York Road, Abington Pennsylvania.

ALL BIDS must be submitted in SEALED ENVELOPES, marked clearly on the outside “**ABINGTON TOWNSHIP PUBLIC LIBRARY, CONDENSER REPLACEMENT PROJECT**“ and must be addressed to the Township of Abington.

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

A certified check or bid bond in the amount of 10% of the bid, drawn to the order of the Township of Abington, must be submitted with the proposal.

A Performance and Labor Materialmen’s Bond will be required from the successful bidder.

Bidding Documents including instructions to Bidders and Bid Proposal are available at the Township Building, 1176 Old York Road, Abington, Pennsylvania 19001 or on the Township website.

A **Pre-Bid Meeting** and walk-through will be held at the Abington Township Public Library, 1030 Old York Road, Abington, Pa. 19001 on **MAY 10, 2017 at 2:00 PM.**

The contractor is hereby notified that the prevailing wage rates of the Pennsylvania Department of Labor and Industry must be paid in the contract.

The contract for this project is subject to a 4 mills Business Privilege Tax on the total contract price.

Very truly yours



Michael LeFevre
Township Manager

GENERAL CONDITIONS

I. Addendum

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

1. Each Contractor is to include a separate sheet, on company letterhead, with the Bid Form that lists all subcontractors and contact information.

II. Assignment

Manufacturers or Bidder to whom an awarded is made shall not sublet, transfer, or assign the contractor or any portion thereof to any person, firms or corporations without the prior written consent of the Authority.

III. Award

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

IV. Explanation of Bidding Documents

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

V. Exceptions

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

VI. Guarantee or Warranties

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

VII. Inquiries

Inquiries may be directed in writing to: Steve Trader, Building Manager
Abington Township Public Library

Email library243@yahoo.com

VIII. Law & Ordinances

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

IX. Patented Device

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

X. Proposal

- A. Each proposal shall be made on the proposed form attached hereto and same shall be fully completed.
- B. Proposal shall be submitted in a sealed envelope clearly identifying on the outside **“ABINGTON TOWNSHIP PUBLIC LIBRARY, CONDENSER REPLACEMENT PROJECT”**.
- C. Proposal price to remain in effect subject to no increase during the time which an award is made.
- D. Township reserves the right to extend the time for receipt and/or opening of proposals.
- E. To reserve any consideration by the Township all sealed proposals must be received for their opening at: Abington Township Administration Building 1176 Old York Road, Abington PA 19001, **Attention: ABINGTON TOWNSHIP PUBLIC LIBRARY, CONDENSER REPLACEMENT PROJECT** marked clearly on the outside **BY 10:30 AM MAY 24, 2017.**
- F. Proposals will be opened at **ABINGTON TOWNSHIP PUBLIC LIBRARY on MAY 25, 2017 at 11:00 AM.**

XI. Proposal Rejection

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

XII Payment

Payment shall be made on the basis of sixty (60) days after completion, inspection and acceptance of the project and/or sixty (60) days after each individual invoice for the project is received, whichever may apply.

XIII Project Completion

The following is being provided as a general guideline for a construction schedule of this work. Anticipate construction to start between October 15th and November 1st of 2017. Anticipate construction to take place over a 2 to 3 week period. All work and system shutdowns shall be coordinated with owner and/or owner representative. Owner shall have the right to reschedule work with no penalty to owner. Final construction schedule shall be submitted by contractor and approved by owner prior to performing work.

INSTRUCTIONS TO BIDDERS

Article 1 - Definitions

- 1.1 The term “Owner” means the Township of Abington.
- 1.2 The term “Bidder” means one who submits a Bid directly to the Owner, as distinct from a Sub-Bidder, who submits a bid to the Bidder.
- 1.3 The term “Successful Bidder” means the lowest, qualified responsible and responsive Bidder to whom the Owner (on the basis of Owner’s Evaluation as hereinafter provided) makes an award.
- 1.4 The term “Bidding Documents” includes the Notice to Bidders, Instructions to Bidders, and the Bid Proposal (including all agenda issued prior to receipt of bids).
- 1.5 The term “Work” means the supply of goods and services as set forth in Article 4 of Bid Proposal.
- 1.6 Terms used in these Instructions to Bidders which are defined in the General Conditions attached hereto have the meanings assigned to them in the General conditions.

Article 2 – Copies of Bidding Documents

- 2.1 Complete sets of Bidding Documents may, as stated in the Notice to Bidders, be obtained online @ www.abington.org.
- 2.2 Complete sets of Bidding Documents may, as stated in the Notice of Bidders, be reviewed online.
- 2.3 Complete sets of Bidding documents must be used in preparing Bids; neither Owner nor the Abington Township Public Library assume any responsibility for errors of misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.4 Owner in making copies of Bidding Documents available on the above terms and do so for the purpose of obtaining bids on the work and do not confer a license or grant for any other use.

Article 3 – Qualifications of Bidders

- 3.1 To demonstrate qualifications to perform the Work, each bidder must submit with its Bid, written evidence as called for below:
 - 3.1.1 An Experience Record containing a list of five recent projects similar in nature and magnitude presently active or completed by the Bidder.
 - 3.1.2 A Financial Balance Statement listing assets and liabilities and an operating statement for the most recent fiscal year, but no earlier than the fiscal year ending 2016.
 - 3.1.3 An Executed Non-Collusion Affidavit properly completed, signed and sealed by a licensed Notary Public.
 - 3.1.4 Proof of Workers Compensation Insurance.

Article 4 – Examination of Bidding Documents

- 4.1 It is the responsibility of each Bidder submitting a Bid to:
 - 4.1.1 Examine the Bidding Documents thoroughly.
 - 4.1.2 Consider Federal, State and Local taxes and regulations that may affect cost, progress, performance or furnishing the work.
 - 4.1.3 Study and carefully correlate Bidder's observations with Bidding Documents.
 - 4.1.4 Notify the Abington Township Public Library through the Building Manager of all conflicts, errors, or discrepancies in the Bidding Documents.
- 4.2 The submission of a Bid will constitute incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents, and that the Bidding Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 5 – Interpretations and Addenda

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

Article 6 – Bid Security

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

Article 7 – Contract Time

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

Article 8 – Substitute or “OR Equal” Term

The Contract, if awarded will be on the basis of parts, materials, equipment, labor and services specified in Article IV of the Bid Proposal without consideration of possible substitutes of “Or Equal” terms.

Article 9 – Subcontractors, Suppliers and Others

- 9.1 Each Bid must be accompanied by a written identification of all Subcontractors, Suppliers and others which the Bidder intends to utilize.
- 9.2 The Bidder shall be required to obtain owners written consent prior to substituting alternate Subcontractors, Suppliers and Others.
- 9.3 The Bidder may only Subcontract other portions of the Work with Owners written consent.
- 9.4 The Bidder may be required to provide an appropriate reduction in contract price to Owner, where applicable, for substitutions or Subcontractors, Suppliers or Others
- 9.5 No Bidder shall be required to employ any Subcontractor, Supplier, or Other person or organization against whom the Bidder has reasonable objection.

Article 10 – Bid Proposal

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

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

Article 11 – Submission of Bids

- 11.1 Bids shall be submitted at the time and place in the Notice to Bidders and shall be enclosed in an opaque sealed envelope labeled “**ABINGTON TOWNSHIP PUBLIC LIBRARY, CONDENSER REPLACEMENT PROJECT**” with name and address of the Bidder and accompanied by the Bid Security and other required documents. If the Bid is sent through the mail or other delivery system the sealed envelope shall be enclosed in a separate envelope with the notation “**BID ENCLOSED**” on the face of it.
- 11.2 Prospective Bidders are furnished one copy of the Bidding Documents with one separate unbound copy each of the Bid Proposal, Bid Bond, and Non-Collusion Affidavit. The Bidding Documents may be retained by the Bidder. The unbound copy of the Bid Proposal and Non-Collusion Affidavit is to be accompanied and submitted with the Bid Security and the following data:

- Financial Statement
- Experience Record
- List of Subcontractors, Suppliers and Others

Article 12 – Modifications and Withdrawal of Bids

- 12.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.
- 12/2 If, within two business days after bids are opened pursuant to and in accordance with the provisions of PL8 Act of January 23, 1974, any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrated to the reasonable satisfaction of the Owner that there was a material and substantial mistake, as defined in said statute, in the preparation of this Bid, that Bidder may withdraw its Bid and Bid Security will be returned. Thereafter, the Bidder will be disqualified from further bidding on the Work to be provided under the Bidding Documents or supplying any material/labor or performing any work to any person to whom a contract for this work is awarded.

Article 13 – Opening of Bids

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

Article 14 – Acceptance of Bids

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

Article 15 – Award of Contract

- 15.1.1 Owner reserves the right to reject any and all bids. To waive any and all formalities and the right to disregard all nonconforming, non-responsive, unbalanced or unconditional Bids. Also, Owner reserves the right to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner, discrepancies in the multiplication of units of Work and unit of process will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 15-2 In evaluating Bids, Owner will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements and such alternates, unit prices and other data, as may be requested in the Bid Proposal.

- 15.3 Owner may consider the qualifications and experience of Subcontractors, Supplies and Other persons and organizations proposed for those portions of the Work as to which the identity of the Subcontractors, Suppliers, and Other persons and organizations must be submitted.
- 15.4 Owner may conduct such investigation as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed Subcontractors, Suppliers and Other persons and organizations to perform and furnish the Work in accordance with the Bidding Documents to Owners satisfaction within the prescribed time.
- 15.5 If the contract is to be awarded, it will be awarded to the Lowest Bidder whose evaluation by Owner indicates to Owner that the award still be in the best interests of the project.
- 15.6 If the contract is to be awarded Owner will give the Successful Bidder a Notice of Award within sixty days after the day of the Bid Opening.

Articles 16 – Contract Security

- 16.1 When the Successful Bidder delivers the contract to the Owner, it must be accompanied by the required Performance Bond and Labor and Materialmen's Bond.

Article 17 – Signing of Contract

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

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____
_____ as Principal,
and _____ a corporation
organized and existing under the laws of the State of _____, as
Surety, are held and firmly bound unto the TOWNSHIP OF ABINGTON, Montgomery County,
PA, as Oblige, (hereinafter called "Township") in the full and just sum of _____
_____, lawful money of the United States of America, to be paid to the said
TOWNSHIP OF ABINGTON, Montgomery County, PA, or its assigns, to which payment well
and truly to be made and done we bind ourselves, our heirs, executors, administrators and
successors jointly and severally, firmly by these presents.

SIGNED, SEALED AND DATED THIS _____ day of _____, 2014

WHEREAS, the above bounden Principal has entered into a contract with the said Township
dated the _____ day of _____, A.D., 2014 for the “**ABINGTON
TOWNSHIP PUBLIC LIBRARY, CONDENSER REPLACEMENT PROJECT**” upon
certain terms and conditions in said contract more particularly mentioned;

AND WHEREAS, it is one of the conditions of the award of the Township pursuant to
which said contract is about to be entered into that these presents be executed.

NOW, THEREFORE, the joint and several conditions of this obligation are such,

That if the above bounden Principal, as Contractor, shall well and faithfully do and perform the things agreed by him to be done and performed according to the terms of said contract and general conditions, including the drawings, the specifications and other contract documents therein referred to and made a part thereof, and such alterations as may be made in said drawings and specifications as therein provided, and which are hereby made part of this bond, the same as though they were set forth herein, and shall indemnify and save harmless the said Township and all its officers, agents and employees from any expenses incurred through the failure of the said Contractor to complete the work as specified, and for any damages growing out of the manner of performance of said contract by said Contractor or his subcontractors, or his or their agents or servants, including patent, trademark and copyright infringements then this obligation shall be void; otherwise it shall be and remain in full force and effect.

It is further agreed that any alterations which may be made in the terms of the contract, or in the work to be done, or materials to be furnished, or in labor to be supplied or performed under it, or the giving by the Township of any extension of time for the performance of the contract, or any other forbearance on the part of either the Township or the Principal to the other, shall not in any way release the Principal and the Surety or Sureties, or either or any of them, their heirs, executors, administrators, successors or assigns from any liability hereunder, notice to the Surety or Sureties of such alterations, extensions or forbearance being hereby waived.

PROVIDED, HOWEVER, and it is hereby expressly agreed that if at any time default shall be made in the performance of the terms and the conditions of this bond above specified, then, and in such event, we so by these presents empower the Township's Solicitor, or any attorney of any court of record in the Commonwealth of Pennsylvania or elsewhere, to appear for us and each of us and confess judgment against us in such court for the said sum above mentioned, with costs of suit and release of errors, and we do hereby waive the right of inquisition on any real estate, and authorize the Prothonotary to enter our voluntary condemnation of the same and authorize the same to be sold upon a writ of Fieri Facias. We also waive the right to all laws now made for hereafter to be made exempting real or personal property from levy and sale and execution.

IN WITNESS WHEREOF, the said Principal and Surety have duly executed this bond under seal the day and year above written.

(Principal sign here)

(Name of Principal)

Attest:

(as to Surety)

BY _____

(Affix Corporate Seal)

(Surety sign here)

Witness:

(Name of Surety)

(as to Surety)

BY _____

1. This bond, if executed by any person other than the President or Vice-President of either company above, must be accompanied by a certificate of even date showing authority conferred upon the person so signing to execute such instruments on behalf of the company represented.
2. A financial statement of the Surety Company must be attached to this bond.

PB-3

LABOR AND MATERIALMEN'S BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____,
_____ as Principal, and _____, a corporation
organized and existing under the laws of the State of _____, as Surety, are held and
firmly bound unto the TOWNSHIP OF ABINGTON, Montgomery County, PA, as Oblige,
(hereinafter called "Township") in the full and just sum of _____
(_____), lawful money of the United States of America, to be paid to the said
TOWNSHIP OF ABINGTON, Montgomery County, PA, or its assigns, to which payment well
and truly to be made and done we bind ourselves, our heirs, executors, administrators and
successors jointly and severally, firmly by these presents.

SIGNED, SEALED AND DATED THIS _____ day of _____, A.D., 2014.
WHEREAS, the above bounden Principal has entered into a contract with the said Township
dated the _____ day of _____ A.D., 2014, for the ABINGTON TOWNSHIP
PUBLIC LIBRARY, CONDENSER REPLACEMENT PROJECT upon certain terms and
conditions in said contract more particularly mentioned;

AND WHEREAS, it is one of the conditions of the award of the Township pursuant to
which said contract is about to be entered into that these presents be executed.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the
above bounden Principal shall and will promptly pay or cause to be paid all sums of money
which may be due any person, co-partnership, association or corporation for all materials
furnished and labor supplied or performed in the prosecution of the work, whether or not the said
material or labor enter into and become component parts of the work or improvement
contemplated, then this obligation shall be void; otherwise it shall remain in full force and effect.

The Principal and Surety hereby jointly and severally agree with the Township herein that every
person, co-person, co-partnership, association or corporation who, whether as subcontractor or
otherwise, has furnished material or supplied or performed labor in the prosecution of the work
as above provided and who has not paid therefore, may sue in assumpsit's on this bond in the
name of the Township for his, their or its use and prosecute the same to final judgment for such
sum or sums as may be justly due him, them or it and have execution hereon; provided however,
that the Township shall not be liable for the payment of any costs or expenses of any such suit.

Recovery by any person, co-partnership, association or corporation hereunder shall be subject to the provisions of the Act of General Assembly No. 294, approved June 22, 1931, P.L. 881, to the same extent as if the same provisions were fully incorporated in this bond.

IN WITNESS WHEREOF, the said Principal and Surety have duly executed this bond under seal the day and year above written

(Principal sign here)

(Name of Principal)

Attest:

_____ BY: _____
President

(Affix Corporate Seal)

(Surety sign here)

Witness:

(Name of Surety)

_____ BY: _____
Witness Attorney-in-Fact

NOTES:

1. This bond, if executed by any person other than the President or Vice-President of either company above, must be accompanied by a certificate of even date showing authority conferred upon the person so signing to execute such instruments on behalf of the company represented.
2. A financial statement of the Surety Company must be attached to this bond.

TOWNSHIP OF ABINGTON

MONTGOMERY COUNTY, PENNSYLVANIA

BID PROPOSAL

Project Identifications: **Abington Township Public Library, CONDENSER Replacement Project.**

Proposal

of:

(Name)

(Address)

an individual, partnership, corporation registered in the State of _____
(delete titles not applicable above) for furnishing all parts, materials, labor and services for the **Abington Township Public Library, Condenser Replacement Project**, as specified in Article 4 herein for the Township of Abington, Montgomery County, Pennsylvania.

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

Attention: Michael LeFevre
Township Manager

Article I: Pursuant to, and in compliance with your instructions, Bidders for the furnishing of all parts, material, equipment, labor and services for the **“ABINGTON TOWNSHIP PUBLIC LIBRARY, CONDENSER REPLACEMENT PROJECT**” had having carefully examined the Bidding Documents comprised of the Notice to Bidders, Instructions to Bidders and Bid Proposal and all other documents bound therewith together with all addenda thereto the materials, equipment, labor, and services necessary or proper or incidental as required by and in strict accordance with the applicable provisions of the Bidding Documents and all addenda issued by the Owner prior to the date of opening of Bids whether received by undersigned or not, for the lump sum price as outlined in the space provided below.

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

BP1

Article III: In submitting the Bid, Bidder represents that:

- A. Bidder has examined copies of all the bidding documents and of the following addenda (receipt of all which is hereby acknowledged).

Date _____

- B. Bidder has familiarized itself with the nature and extent of the Bidding Documents, and all local conditions and laws and regulations that in any manner may affect cost or performance.
- C. Bidder has correlated the results of all observations, examinations, investigations, explorations tests, reports and studies with the terms and conditions of the Bidding Documents.
- D. Bidder has given the Director of the Abington Township Public Library, written notice of all conflicts, errors, or discrepancies that it has discovered in the Bidding Documents.
- E. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from Bidding; and Bidder has not sought by collusion or obtain itself any advantage over any other Bidder over Owner.

Article IV: Bidder will complete the work for the following price(s):

TBD

Total \$ _____

BP3
COMMISSIONERS OF THE TOWNSHIP OF ABINGTON
C/o Michael Lefevre,
Township Manager
1176 Old York Road

Abington, Pennsylvania, 19001

To Whom It May Concern:

We hereby submit f.o.b. Township of Abington, Abington Township Public Library 1030 Old York Road Abington, Pennsylvania, 19001 for furnishing the following in strict accordance with the attached specifications:

TOTAL BID Price With ALTERNATES _____

EXCLUDE Federal Tax and Pennsylvania Tax

Delivery on or before _____

Enclosed is a Bid Bond in the amount equal to 10% of the Bid _____

I understand that if our proposal is accepted by the Township, we will provide the Township with a Performance Bond for the full amount of the Bid, satisfactory to the Township Solicitor, to guarantee delivery of the equipment bid, in accordance with the attached specifications

Firm Name

Address

By _____
Signature

Telephone Number

EXPERIENCE RECORD

Complete the following experience record and attach same to the PROPOSAL covering work performed or contracts held, (whichever applies) during the past five (5) years.

| <u>Date Started</u> | <u>Date Finished</u> | <u>Amount of Contract</u> | <u>Name of Client</u> | <u>Name of Project</u> |
|---------------------|----------------------|---------------------------|-----------------------|------------------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

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

Have you ever defaulted on a project? Yes _____ No _____

If yes, give the name of that contract was held with, name of bonding company and circumstances:

Contractor

Date: _____ By _____

NOTE: This experience record must be submitted with the proposal, and failure to submit this, will be considered justification for rejection of the Bidder's proposal.

FINANCIAL STATEMENT OF BIDDER

NOTE: This affidavit must be executed and submitted with the Bid. The data furnished are for the information of the OWNER and will not be made public.

State of _____ :
 :SS

County of _____ :

_____, being duly sworn according to law, deposes and says that the following is a true statement of (his) (their) (its) financial condition at the end of the month preceding the date of (his) (their) (its) proposal to the Owner, attached hereto:

BIDDER

Date: _____ By: _____

Sworn to and subscribed before me this _____ day of _____, 20_____

Notary Public

NOTE: This financial statement must be submitted with the proposal and failure to submit will be considered justification for rejection of the Bidders Proposal.

NON-COLLISION AFFIDAVIT

State of _____:

Contract/Bid No. _____

County of _____: SS

I state that I am _____ of _____
(Title) (Name of my Firm)

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

I state that:

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

subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

AFF – 1

BP7

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

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

(Name of Company Position)

Sworn to and Subscribed
Before me this _____ day
Of _____, 20____

(Notary Public)

My Commission Expires:

INSTRUCTION FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Antibid-Rigging Act, 73 P.S. §§ 1611 et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.
2. This Non-Collusion Affidavit must be executed by the member, officer or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
3. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the bid.
4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.
5. The term “complementary bid” as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
6. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.

BIDDER AFFIDAVIT

(This Affidavit is part of the Proposal)

State of _____

SS:

County of _____

(SIGN)

Being duly sworn, deposes and says that he resides at

That he is the _____

(give title)

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

Subscribed and Sworn to before me this _____ day of _____, 20__.

(Name and Company Position)

(Notary Public)

My Commission Expires:

ABINGTON FREE LIBRARY
CONDENSER REPLACEMENT PROJECT
DESIGN DOCUMENTATION
AND
SPECIFICATIONS

BOARD ACTION REQUEST

PUBLIC AFFAIRS COMMITTEE

April 5, 2017

DATE

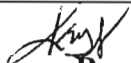
PA 8

AGENDA ITEM NUMBER

DEPARTMENT

AGENDA ITEM

TOWNSHIP MANAGER


Human Resources

Resolution No. 17-013



The Township of Abington, Montgomery County, Pennsylvania,
Authorizing the Disposition of Certain Human Resources Records

PREVIOUS ACTIONS

March 9, 1989 – Board adopted Ordinance No. 1652 providing for the retention and destruction or transfer of municipal records of the Township of Abington, adopting the provisions of Chapter 13 of Title 46 of the Pennsylvania Code, effective as of the date of adoption of this Ordinance, for the Township of Abington.

March 10, 2011 – Board adopted Resolution No. 11-009, declaring the Township of Abington’s intention to follow the schedules and procedures for disposition of records as set forth in the Municipal Records Manual approved on December 16, 2008.

RECOMMENDED BOARD ACTION

Motion to adopt Resolution No. 17-013, authorizing the disposition of certain Human Resources records as set forth in Exhibit “A”.

COMMENTS

Resolution No. 17-013 attached.

**TOWNSHIP OF ABINGTON
MONTGOMERY COUNTY, PENNSYLVANIA**

RESOLUTION NO. 17-013

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE TOWNSHIP OF
ABINGTON, MONTGOMERY COUNTY, PENNSYLVANIA, AUTHORIZING THE
DISPOSITION OF CERTAIN HUMAN RESOURCE RECORDS**

WHEREAS, by virtue of Resolution No.11-009, adopted March 10, 2011, the Township of Abington declared its intent to follow the schedules and procedures for the disposition of records as set forth in the Municipal Records Manual approved December 16, 2008, and,

WHEREAS, in accordance with Act 428 of 1968 each individual act of disposition shall be approved by resolution of the governing body of the municipality;

NOW, THEREFORE, BE IT RESOLVED this 13th day of April, 2017, that the Board of Commissioners of the Township of Abington, Montgomery County, Pennsylvania, in accordance with the above-cited Municipal Records Manual, hereby authorizes the disposition of the public records as set forth in Exhibit "A" hereto.

TOWNSHIP OF ABINGTON

Attest:

Michael LeFevre, Secretary

By:

Wayne C. Luker, President
Board of Commissioners

RESOLUTION NO. 17-013 (continued)

Page Two

EXHIBIT "A"

**DISPOSITION OF HUMAN RESOURCES OFFICE RECORDS
AS LISTED BELOW:**

2013-2014 Job Applications – Not Hired

- Retain 2 years (as stated in Municipal Records Manual approved December 16, 2008 reference PS-2 Applications for Employment (Not Hired))

2000-2013 Health Benefit Waiver Forms

- Retain as long as of administrative value (as stated in Municipal Records Manual approved December 16, 2008 – reference AL-1 Administrative and Subject Files)

2007-2011 Internal Flu Shot Schedules and Sign-up Sheets – no medical information included

- Retain as long as of administrative value (as stated in Municipal Records Manual approved December 16, 2008 – reference AL-1 Administrative and Subject Files)

2007, 2011, 2012 Delaware Valley Health Trust Member Census Information

- Retain as long as of administrative value (as stated in Municipal Records Manual approved December 16, 2008 – reference AL-1 Administrative and Subject Files)

1999-201 Random Drug Test Results – DOT, NON-DOT and Police personnel

- Retain as stated in Municipal Records Manual approved December 16, 2008 reference PS-4 Comply with retention requirements promulgated by the appropriate licensing agency.
- U.S. Department of Transportation, Office of the Secretary, Office of Drug & Alcohol Policy & Compliance
 - FMCSA – Motor Carrier, 49 CFR part 382.401
 - Retain 1 year : Negative drug test results
Alcohol test results less than 0.02

2009 Health Insurance Invoices

- Delaware Valley Health Trust – Medical
- Delaware Valley Health Trust – Delta Dental
- Fidelio Dental Insurance
- AETNA Medicare
- Retain 7 Years (as stated in Municipal Records Manual approved December 16, 2008 – reference FN-2 Account Payable Files and Ledgers)