



# TOWNSHIP OF ABINGTON

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## PUBLIC AFFAIRS COMMITTEE

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

### AGENDA February 28, 2018 7:00 P.M.

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1. CALL TO ORDER

2. CONSIDER APPROVAL OF MINUTES

- a. Motion to approve the minutes of the January 31, 2018 Public Affairs Committee Meeting.

3. PRESENTATION

- a. Vacant Property Review Board, Bob Greaves

4. UNFINISHED BUSINESS

PA-02-030818  
(PA-01-011118)

Consider accepting the apparent low bid of \$45,752.50 from Think Green to complete the Ardsley Wildlife Sanctuary trail Phase 1 construction project.

5. NEW BUSINESS

- a. PUBLIC AFFAIRS COMMISSIONER JOHN SPIEGELMAN, CHAIR

PA-01-030818

Consider accepting a Tree Vitalize "Community Forestry Management" in the amount of \$8,130.00.

6. PUBLIC COMMENT

7. ADJOURNMENT



**PUBLIC AFFAIRS COMMITTEE**

**AGENDA ITEM**

March 8, 2018

PA-02-030818

DATE

AGENDA ITEM NUMBER

Parks and Recreation

DEPARTMENT

**FISCAL IMPACT**

Cost > \$10,000.

Yes  No

**PUBLIC BID REQUIRED**

Cost > \$20,100

Yes  No

**AGENDA ITEM:**

Ardley Wildlife Sanctuary Trail phase 1 Re-bid for Construction Services (DCNR Project bcr-PRD-22-37)

**EXECUTIVE SUMMARY:**

This is the first of a series of stewardship projects to restore and improve access to the Ardsley Wildlife Sanctuary. It includes an accessible pedestrian path, restoration of degraded forest, and educational features.

The series of projects implements the master plan for the sanctuary developed by Land Concepts, and supports implementation of larger strategies including Abington Township Open space Plan and MS4,; and Montgomery County 2020. Target completion for phase 1 is September 2018. we intend to apply for funding for phase 2 in 2019.

**PREVIOUS BOARD ACTIONS:**

March 2016: Approval to apply for a DCNR C2P2 development grant for improvements to the Ardsley wildlife Sanctuary, MS4 Program. Cash match of \$20,000 is to come from the 2017-2018 MS4 funding. Match of \$20,000 in kind services is to be managed by the Shade Tree commission.

February 2017: Approval to accept DCNR grant BCR-PRD-22-37 for \$40,000 and Township match of \$20,000.

January 2018: Motion to reject all bids and approve the re-advertisement of the project with a reduced scope.

**RECOMMENDED BOARD ACTION:**

Recommend to accept the apparent low bid of \$45,752.50 from Think Green to complete the Ardsley Wildlife Sanctuary trail Phase 1 construction project.

# **Ardasley Wildlife Sanctuary Trail - Phase 1**

Request for Bid for Construction Services

**Plan Prepared for:**  
Abington Township, PA  
Shade Tree Commission

**Plan/Design Prepared by:**  
LandConcepts Group, LLC  
Blue Bell, PA

SEAL

January 19, 2018

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## 1. INVITATION FOR BIDS

### NOTICE OF INVITATION FOR BIDS

Abington Township, Montgomery County, Pennsylvania, will receive sealed bids from qualified contractors for the ARDSLEY WILDLIFE SANCTUARY TRAIL, until 3:30 P.M. (EST) on the 16<sup>th</sup> day of February, 2018 at the Abington Township Building, 1176 Old York Road, Abington, PA 19001, as delineated in the plans, specifications and bid documents. All bids received by the deadline will be publicly opened and read aloud at 4:00 P.M. on February 16, 2018.

Contract documents, including Drawings and Specifications, are on file at the Abington Township Building, 1176 Old York Road, Abington, PA 19001, where they may be inspected at any time during regular business hours, or may be obtained upon request to Abington Township, Attn: Rita Stevens, Shade Tree Commission, 1176 Old York Road, Abington, PA 19001, Email: Andrew Oles: [aoles@abington.org](mailto:aoles@abington.org)

The Project will include construction of a new trail of approximately 307 linear feet and associated improvements including habitat enhancement, parking area, deer enclosure fencing, and landscaping in public land known as the Ardsley Wildlife Sanctuary. The project site is located on Maple Avenue with vehicular access. A full description of the project is included in the bid package. Completion goal is by September 30, 2018.

Bidding contractors are required to submit written bids for all parts of the project to Abington Township. All subcontractors must be qualified and listed in the submitted bid with identification of each subcontractor's intended work on the project. As a municipal project funded in part by a grant from the Pennsylvania Department of Conservation and Natural Resources (PADCNR) and due to the size of the project, the project must be bid with prevailing wage rates. A bid security in the amount of ten percent (10%) of the total bid is required. Bid security shall be in the form of either a Bond issued by a corporate security approved by the Secretary of Insurance to do business in the Commonwealth of Pennsylvania, or a certified check or an irrevocable Letter of Credit issued by a bank licensed to do business in the Commonwealth of Pennsylvania.

The Township Board of Commissioners reserves the right to waive any informalities and to reject any or all proposals, or parts thereof, for any cause permitted by law, as it deems in the best interest of the Township. The standard under which bids will be evaluated and other bid requirements and instructions to bidders are included in the bid package.

Bids must be **submitted in writing by mail or by email** to:

Abington Township  
Attn: Andrew W. Oles  
Parks and Recreation Director  
1176 Old York Road Abington, PA 19001  
Email: <[aoles@abington.org](mailto:aoles@abington.org)>

Pre-Bid Site Meeting Date: February 2, 2018, 9:30 a.m. (EST)/February 3, 2018, 9:30 a.m. (rain date)

Due Date: February 16, 2018, 3:30 p.m. (EST)

Public Bid Opening: February 16, 2018, 4:00 p.m. (EST) 1176 Old York Road, Finance Office

Anticipated Award Date: March 8, 2018

Richard J. Manfredi, Township Manager

## 2. Instructions to Bidders

- Complete bid must be submitted to the Township Shade Tree Commission per the address below.
- **Mandatory Pre-Bid Site Meeting February 2, 2018, 9:30 a.m.(EST)/ February 3, 2018 9:30 a.m. (ES) (rain date)** - The bidder may visit the site as it is open to the public during daylight at any time.
- **Due Date, February 16, 2018, 3:30 p.m. (EST).** Late bids will not be accepted or considered.
- **Public Bid Opening, February 16, 2018, 4:00 p.m. (EST).**
- The submitted bid must include the Bid Form provided with this Bid Request.
- Bids may be submitted either in hard copy by U.S. First Class Mail or Express Mail or by Email per the address noted below.
- The Contract will be awarded to the responsible bidder submitting the lowest bid complying with the conditions of the bid documents. The bidder to whom the award is made will be notified at the earliest possible date. The Township reserves the right to reject the bid of any bidder who has previously failed to perform properly, or to complete on time, contracts of a similar nature, who is not in a position to perform the contract, or who has habitually and without just cause neglected the payment of bills or otherwise disregarded his obligations to subcontractors, material suppliers or employees. In determining the lowest responsible bidder, the following elements, in addition to those mentioned, will be considered: Whether the bidder involved (i) maintains a permanent place of business; (ii) has adequate equipment available to do the work properly and expeditiously; (iii) has suitable financial resources to meet the obligations incident to the work; and (iv) has appropriate technical experience.
- Abington Township reserves the right to reject any or all bids. In addition, the Township reserves the right to waive any informalities or irregularities in the bidding when, in the sole discretion of the Township of Abington, such rejections or waivers shall be to its interest or advantage. It shall be understood and agreed that the anticipated quantities included in the Bid Form are estimates only and may be increased or decreased in accordance with the actual requirements of the Township. Abington Township, therefore, reserves the right to reduce, increase, delete or supplement items or quantities from the lowest qualified Bidder when making the award, without negotiating the Total Bid Price, unit price or item with the lowest qualified Bidder. Abington Township agrees to purchase only the material in such quantities that represent the Township's actual requirements, and

the successful bidder agrees to provide to the Township the actual amounts specified in the award. Bidders shall complete the Project Bid Form, submitting bids for those items specified as "OPTIONAL." The Township reserves the right to remove any item specified as "OPTIONAL" from the Contract if awarded.

- Each Bidder must submit a written acknowledgement of acceptance of the Supplemental Conditions in Section 7 (page 11) below, in the form provided as Attachment G.
- Each Bidder shall include in its submission a copy of any Addendum issued by the Township, together with a signed acknowledgement indicating that the Bidder received said Addendum.
- Each Bidder must submit evidence of recent (within 5 years) similar projects with project name, location, brief description, and reference(s) with contact information. Additional information about the company's experience may be submitted.
- **Description of the Project**

Abington Township proposes to add a walking trail to access a portion of the natural area of the Wildlife Sanctuary. The trail will be approximately 307 feet long and 6 feet wide with a viewing/turn around area. The surface will be a combination of stone dust and asphalt, where shown on the plan sheets, for trail segments with appropriate stone base. It will also include two paved and striped handicap parking spaces. A woodland area (7,700 s.f.) will be restored with tree removal and replanting of native woodland trees and shrubs, as specified. A deer exclosure fence with access gates will be installed around the woodland restoration area. An open area (4,000 s.f.) will be enhanced for better habitat in accordance with the seeding specifications. Buffering landscaping will be installed in accordance with the Planting Schedule. The woodlands, vernal pool and wetland corridor (WT flags) to the west of the trail will not be disturbed. Permits and approvals are the responsibility of the Township (not the contractor) and are in place.

- Submission To:

Abington Township  
Attn: Andrew W. Oles, Parks and  
Recreation Director  
1176 Old York Road Abington, PA 19001  
Email: <aoles@abington.org>





**3. Bid Form** - The Bid Form following this page **must be** submitted as part of the bid in the format and with content for each item to be delivered by the contractor. This is provided in .pdf and Excel formats for the Bidders' use. Contractor may opt to submit on all items or individual items. Note that items 5 and 6 are optional at the sole discretion of the Township, and that items 4 and 7 will be provided by the Township. Any bidder electing not to submit a bid on any portion of the Bid Form shall note "NO BID" in lieu of entering the proposed quantity and unit price for such item.

See NEXT PAGE

**PROJECT BID FORM**

**ARDSLEY WILDLIFE SANCTUARY TRAIL - PHASE 1**

I/We, the undersigned, propose to furnish all labor, material, tools, equipment and services necessary to

Item		Unit	Estimated Quantity *	Bidders Quantity	Unit Price	Total
<b>1. SET-UP</b>						
A	Mobilization	LS	1			\$
B	Stake-out	LS	1			\$
	Subtotal Item 1					\$

<b>2. DEMOLITION &amp; EROSION CONTROL</b>						
A	Install Filter Sook	LF	50			\$
B	Install construction entrance	EA	1			\$
C	E & S maintenance	LS	1			\$
	Subtotal Item 2					\$

<b>3. TRAIL</b>						
A	Bulk grade	CY	50			
B	Stone Base 6" 2A	CY	35			\$
C	19mm Bituminous Binder (2,5")	SY	126			\$
D	Stone Dust	SY	87			\$
E	Final grade, rake, seed & mulch	SF	1250			\$
	Subtotal Item 3					\$

<b>4. PARKING AREA</b>						
A	Abington Township to Supply- not part of the bid	SY	57			
	Subtotal Item 4					

<b>5. NEW PLANTINGS</b>						
OPTIONAL- ABINGTON TOWNSHIP RESERVES THE RIGHT TO DELETE ANY OR ALL OF THESE ITEMS FROM THE CONTRACT						
A	Evergreen trees for parking area	EA	9			\$
B	Trees woodland restoration (whips)	EA	100			\$
C	Shrubs	EA	140			\$
D	Groundcover (wildflowers/grasses)	LS	1			\$
	Subtotal Item 5					\$

**6. REMOVAL OF INVASIVES & INSTALL DEER FENCE**

OPTIONAL- ABINGTON TOWNSHIP RESERVES THE RIGHT TO DELETE ANY OR ALL OF THESE ITEMS FROM THE CONTRACT

A	Fell dead trees & chip; cut & remove vines; assume up to 12 trees up to 20 inch diameter	LS	1			\$
B	Deer Enclosure & gates	LF	410			\$
C	Remove invasive plant material (8,000 sf) spray and mechanical; or goats	LS	1			\$
	Subtotal Item 6					\$

**7. SITE FURNISHINGS & SIGNAGE**

	Abington Township to Supply- not part of the bid					\$
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**BASE BID TOTAL**

\$

**NOTE:** Quantities are provided as the design consultants estimate only. The Bidder is responsible for verifying quantities. Bidder shall enter their verified quantity in the column as noted above

**Acknowledgement of Addendum(s) (initial)**

**TOTAL BASE BID PRICE:**  
(WRITTEN AMOUNT IN DOLLARS AND CENTS)

This bid is made subject to the terms and conditions contained in your Instructions to Bidders and are executed pursuant to thereof.

The bidder must submit a bid for the Total Bid Price  
Abington Township reserves the right to reject any and all bids.

In addition, the Township reserves the right to waive any informalities or irregularities in the bidding when, in the sole discretion of the Township of Abington, such rejections or waivers shall be to its interest or advantage.

The determination of whether an error or a departure of substance exists rests within the sole domain of Abington Township.

Abington Township also reserves the right to reduce, increase, delete or supplement items or quantities from the lowest qualified Bidder when making the award, without negotiating the Total Price Bid, or unit price per item with the lowest qualified Bidder.

**DATE**

**NAME OF BIDDER**

**OFFICIAL ADDRESS**

**TITLE**

**PHONE NUMBER**

#### **4. Bond Requirements**

The successful Bidder shall be required to furnish a performance bond for the faithful performance of the Contract in the sum of 100% of the total Contract amount. In addition, the successful Bidder shall be required to furnish a payment bond in the sum of 100% of the total Contract amount to ensure that all labor, materials and equipment supplied to the project will be paid in full. All bonds shall be filed with the Township no later than fifteen (15) days after the award of the contract. SAID BONDS SHALL BE THAT OF AN APPROVED SURETY COMPANY AUTHORIZED TO TRANSACT BUSINESS WITHIN THE COMMONWEALTH OF PENNSYLVANIA, AND PROOF OF SAME SHALL BE SUBMITTED TO THE SATISFACTION OF THE TOWNSHIP. AGENTS OF THE BONDING COMPANY SHALL FURNISH THE NECESSARY POWER OF ATTORNEY, BEARING THE SEAL OF THE COMPANY AND EVIDENCING SUCH AGENTS AUTHORIZED TO EXECUTE THE PARTICULAR TYPE OF BOND TO BE FURNISHED, AS WELL AS THE RIGHT OF THE SURETY COMPANY TO CONDUCT BUSINESS IN THE COMMONWEALTH OF PENNSYLVANIA.

- Bid Bond-10% of the total bid amount
- Labor and Materialmen's Bond - attached (Attachment A)
- Performance Bond - attached (Attachment B)

## **5. Contractual Agreement**

The anticipated **Contract** agreement between Abington Township and the selected contractor is attached to this bid package. (Attachment C)

## **6. General Conditions**

- The work to be performed must be done in a neat, efficient, and professional manner.
- The work must be timely with an expected schedule provided by the contractor and approved by the Abington Shade Tree Commission in advance of the start of construction. Unexpected circumstances such as bad weather will be considered at the time.
- The Township will identify a point of contact in advance of construction if there are issues related to the project, administration, or questions about the project design and/or site issues.
- The Township or its representative will provide oversight to ensure that the project is completed per the plans and specifications or if field questions arise.
- The Township is not responsible for materials or equipment left or stored on site when the contractor is not present.
- The contractor is to respect the neighboring properties and homeowners, as well as users of the park/sanctuary which will continue to be open except for the immediate area of this project work.
- Contractor must provide certificates of insurance per the Township standards for each company working on the project.

## **7. Supplemental Conditions**

The following are requirements of the PADCNR. These must be submitted where appropriate and stated as acceptable to the contractor in the submitted bid.

- a. Nondiscrimination/Sexual Harassment Clause (Attachment D)
- b. Federal Occupational Safety and Health Act of 1970 (OSHA)
- c. PA Act 287, as amended by Act 181 of 2006 (811 Call Before You Dig)
- d. "Or Equals" Clause - items and materials supplied for this project must be as specified or equal as approved by the design consultant
- e. Architectural Barriers Act of 1968 and Section 504 of the Rehabilitation Act of 1973; PA Act 235 of 1965, as amended, Universal Accessibility Act, and Americans with Disability Act (ADA) of 1990, as amended.
- f. Wage Rates - PA Prevailing Wage Rate are required for this project of all workers
- g. Disadvantaged Business Enterprise (DBE) - is encouraged but not required by this project funding

## **8. Technical Specifications**

All of the technical specifications and details for this project are contained on Sheets 1 and 2 of the Bid Plan Set.

## **9. Permanent PADCNR Acknowledgement Sign Requirements**

This is a grant requirement - See attached specifications. The contractor will supply and install the required sign at the specified location by the Design Consultant. (Attachment E)

## **10. Non-Collusion Affidavit**

Each bidder shall submit the Non-Collusion Affidavit in the form included as Attachment F.

**LABOR AND MATERIALMEN'S BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_ s  
\_\_\_\_\_ 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 Obligee,  
(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., 2018.  
WHEREAS, the above bounden Principal has entered into a contract with the said Township dated  
the \_\_\_\_\_ day of \_\_\_\_\_ A.D., 2018, or the construction of  
\_\_\_\_\_ 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 the 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



**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 Obligee, (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 \_\_\_\_\_, 2018.

WHEREAS, the above bounden Principal has entered into a contract with the said Township  
dated the \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2018, for \_\_\_\_\_  
\_\_\_\_\_ 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,

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.

**C O N T R A C T**

Articles of Agreement made and concluded this \_\_\_\_\_ day of A.D. ,2018,  
between \_\_\_\_\_, (hereinafter called the  
“Contractor”), and Abington Township ( hereinafter called the “Township”).

**ARTICLE 1.** The Contractor for and in consideration of the payments to be made in accordance with ARTICLE 2 by the Township, agrees to and with the Township to complete all of the work, or such part as may be directed by the Township, in accordance with the plans, Specifications, Special Provisions, and to the satisfaction of the Township Engineer and Board of Commissioners of the Township of Abington.

**ARTICLE 2.** The Township agrees to pay to the Contractor within thirty (30) days after the completion and acceptance of the work, for the work embodied in this Contract and described in the specifications, at the prices given in the Proposal Sheet, which is made a part of this Contract.

**ARTICLE 3.** Should the Contractor at any time fail to perform the work in accordance with the plans, Specifications, Special Provisions and to the satisfaction of the Township Engineer and the Board of Commissioners of the Township of Abington, the Township is hereby authorized to employ some other person or persons to complete the work and to charge the same to the Contractor and for that purpose to retain any moneys still due him upon his Contract to meet such payments, and he shall be liable for and shall pay any costs and expense incurred by the Township in completion of work in excess of the moneys that may still be due him for what he has done, so that the Township shall sustain no loss, cost, or expense beyond that contract price by reason of such default of the Contractor.

**ARTICLE 4.** The Contractor agrees not to sublet any portion of the Contract (contracts for furnishing and delivering materials and machinery to be excepted), without the written consent of the Township Engineer, and the Contractor further agrees to hold himself responsible for the faithful performance of any work that he may sublet. The Contractor shall furnish the Township Engineer, promptly after the award of the Contract, with a complete statement of the names of all subcontractors proposed for the work and the extent of the work to be done by each.

**ARTICLE 5.** It is further agreed between the parties hereto that no certificate of final payment shall be conclusive evidence of the performance of this Contract, either wholly or in part, and that no payment shall be construed as an acceptance of defective work or improper materials.

**ARTICLE 6.** It is further agreed between the parties hereto that when all the work embraced in this Contract shall have been completed agreeable to the specifications and in accordance with the directions and to the satisfaction of the Township Engineer and to the approval of the Department of Public Works, the Township Engineer will make a final estimate of the quantity, character, and value of said work in accordance with the Contract when the balance appearing is due. The Contractor shall be paid the final estimate upon giving satisfactory evidence that all claims for work and materials furnished by others and embraced within the Contract have been paid, and by executing a full and complete release to the Township for all claims and demands.

**ARTICLE 7.** The Contractor further agrees that before any work is done under this Contract that he will furnish to the Township two (2) bonds in form with corporate surety, satisfactory to the Township. One of the said bonds is for the full sum of the Contract \$ \_\_\_\_\_ )  
conditioned

upon the full and faithful performance of this Contract and in compliance with all terms and conditions herein contained, including the indemnifying and saving harmless the Township of Abington of and from any and all claims and damages that may arise out of the performance of the said Contract and against the costs and expenses incurred in the collection thereof; and the other of the said bonds to the Township for the use of all parties in interest in the full sum of the Contract (\$ \_\_\_\_\_), conditioned for the prompt payment of all claims for labor and material entering the work provided for in this Agreements, such bonds to be delivered to the Township within ten (10) days after the date of this Agreement, and before any work under this Agreement shall be done.

**ARTICLE 8.** The Contractor shall guarantee for a term of one (1) year from the date of acceptance of the work under this Contract to maintain the stability of all materials and work and to promptly make good and replace all inferior or poor materials and work and to remedy all defects in materials or workmanship, all shrinkage, contract breakage, settlement or other faults of any kind whatsoever arising therefrom, at his own expense, and to the satisfaction of the Township Engineer, when notified in writing to do so by the Township Engineer, and, in order to secure the guarantee as herein required, the Township shall be assured by means of a proper guarantee in the form of a bond, with surety satisfactory to the Township, or either deposit of funds or securities in escrow, in an amount equal to five (5%) percent of the final contract price. Neither the acceptance of the completed work, nor the making of final payment therefor, shall release the Contractor from any of the obligations provided by this guarantee. If the Contractor fails to comply with the notice to the satisfaction of the Township Engineer, the Township may cause the work to be done and collect any costs thereof from the bonding company or escrow funds.

**ARTICLE 9.** To the fullest extent permitted by law, Contractor shall indemnify, defend and hold the Township of Abington and its elected or appointed officials, employees and authorized volunteers harmless from and against any and all claims, losses, damages, expenses, causes of action and liabilities (including without limitation, attorneys' fees) incurred in connection with any proceeding in which the Township may be involved as a party arising out of Contractor's negligent acts, errors or omissions or willful misconduct in providing services under this Contract, unless such claims arise from the sole negligence or willful misconduct of the Township. Such obligation to indemnify, defend and hold the Township and its elected or appointed officials, employees and authorized volunteers harmless shall survive the termination of this Agreement.

The parties hereto agree and acknowledge that nothing contained herein shall be construed as or constitute a waiver of any immunity afforded the Township or Contractor under the Pennsylvania Tort Claims Act, 42 Pa.C.S. § 8501, *et seq.*, its successor statute or any other applicable Federal or state law.

Contractor shall purchase and maintain at its own cost and expense during the entire term of this Agreement, property damage and liability insurance with required limits to protect both Contractor and the Township from liability. Contractor shall also insure payment of Compensation to its employees in accordance with the workers' compensation laws of the Commonwealth of Pennsylvania.

(a) Evidence of Compliance

(1) Within ten (10) days after execution of this Contract by the parties, Contractor shall furnish the Township with CERTIFICATES OF INSURANCE, declaration pages for each policy of insurance (except the Professional Liability Insurance, for which the certified insurance policy is required), and any other documents which the Township may require, such as copies of policies or endorsements, as evidence of compliance with these insurance requirements in the amounts as specified herein. Carrier Rating shall be: Best's Rating of A-VII or better or its equivalent, unless the Township grants specific approval for an exception. The Township hereby grants specific approval for the acquisition of workers' compensation and employer's liability insurance from the State Workers' Insurance Fund (SWIF) of Pennsylvania. Only certificates of insurance from companies licensed to do business in the Commonwealth of Pennsylvania and acceptable to the Township will be approved.

(2) Written Approval Required

Such Certificates or other documents must be approved in writing by the Township, before this Agreement is effective.

(b) Policies to Remain in Force

(1) All insurance coverage which Contractor is required to provide pursuant to the terms of this Contract shall be maintained in full force and effect for the entire duration of the Contract term and any extensions thereof.

(2) All policies shall provide for a minimum of thirty (30) days prior written notice to the Township Manager's Office, before cancellation, non-renewal or material change by the insurance company writing any such policies. If such notice is not provided for within the basic terms of the policy, it shall be provided by endorsement or notation in the certificate.

(c) Replacement Coverage Required

In the event that any or all of the insurance coverage required by the Agreement is cancelled, non-renewed or is reduced below the required minimum limits or caused or permitted to lapse, then Contractor will be suspended from further performance of the Contract until such time as replacement coverage satisfactory to the Township has been obtained and is in force and the Township will make no further payments to Contractor until such requirement is satisfied.

(d) Contractor shall have all liability policies other than the Business Auto Liability, Workers' Compensation and Professional Liability Policies endorsed to include the Municipality and its elected or appointed officials, directors, officers and employees as additional insureds, as respects Contractor's performance of this Agreement.

(e) Required Coverage

Contractor shall, as an express condition of payment under the Contract, secure and maintain at its own cost and expense, the following kinds and amounts of insurance, with minimum limits of liability, not less than those specified below:

(1) Workers' Compensation Insurance

As required by the applicable laws of the Commonwealth of Pennsylvania,

Contractor shall maintain during the life of this Agreement Workers' Compensation Insurance for their employees. Coverage must be in accordance with statutory requirements and include Employer's Liability.

(2) Commercial Liability Insurance

\$1,000,000 Combined Single Limit (Bodily Injury and Property Damage) per occurrence. The Commercial General Liability Policy shall include Contractual Liability Coverage.

(3) Business Auto Liability Insurance

\$1,000,000 Combined Single Limit (Bodily Injury and Property Damage) each accident. The Business Auto Liability Policy shall include Contractual Liability Coverage.

(4) Umbrella Excess Liability or Excess Liability Insurance \$2,000,000 per occurrence; \$2,000,000 aggregate for other than products/completed operations and auto liability; and \$2,000,000 products/completed operations aggregate and including all of the following coverage's on the applicable schedule of underlying insurance:

- i. Commercial general liability;
- ii Business auto liability; and
- iii. Employer liability.

(5) Professional Liability Insurance

\$1,000,000 per claim; and \$2,000,000 annual aggregate. Coverage may be written on a claims made basis, and if so, Contractor shall maintain such insurance for three (3) years after completion of its services, at no additional cost to the Township. In the event that Contractor cannot provide all the required Professional Liability Insurance, then the Township may exercise its option to disqualify Contractor from further participation in this Project at no additional cost to the Township.

**ARTICLE 10 CONTRACT DOCUMENTS.** The Contract Documents consist of this Contract, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Contract, other documents listed in this Contract, and Modifications issued after execution of this Contract, all of which form the Contract, and are as fully a part of the Contract as if attached to this Contract or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral.

IN WITNESS WHEREOF the parties of this Agreement have set their hands and seals the day and date first above mentioned. If CONTRACTOR is:

**AN INDIVIDUAL**

By. (SEAL)  
(Individual's Name)

\_\_\_\_\_ Doing business as: Business address: Phone No.:

**A PARTNERSHIP**

Date:

By:

(SEAL)

(Firm Name)

(General Partner)

Business Address:

Phone No: \_\_\_\_\_ Date:

**A JOINT VENTURE**

By: \_\_\_\_\_  
(Name)

(Address)

Phone No.: \_\_\_\_\_ Date:

By: \_\_\_\_\_  
(Name)

(Address)

Phone No.: \_\_\_\_\_ Date:

**A CORPORATION**

By: \_\_\_\_\_  
(Corporation Name)

\_\_\_\_\_  
(State of Incorporation)

By: \_\_\_\_\_  
(Name and Signature of Person Authorized to Sign)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Corporate Seal)

Attest: \_\_\_\_\_  
(Secretary)

Business Address: \_\_\_\_\_

Phone No: \_\_\_\_\_

Date: \_\_\_\_\_

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

**TOWNSHIP OF ABINGTON**

BY: \_\_\_\_\_  
Wayne C. Luker, President  
Board of Commissioners

Attest:

Richard J. Manfredi, Secretary



## TOWNSHIP OF ABINGTON

### GENERAL SPECIFICATIONS AND PROVISIONS

#### ARTICLE I - DEFINITIONS

**Township** - Township of Abington

**Engineer** - Abington Township Engineer

**Inspector** - An authorized representative of the Engineer assigned to make necessary inspections of materials furnished and work performed by the Contractor.

**Contractor** - Party of the first part of the Contract acting directly or through his agent.

**Drawings** - All drawings pertaining to the construction of the project.

**Specifications** - The directions, provisions and requirements, together with all written agreements made pertaining to the method and manner of performing the work and to the quantities and qualities of materials.

**Contract** - The written agreement covering the performance of the work and the furnishing of materials in the construction of the project.

**Project** - The specific section of land and its appurtenances on which work is to be performed under the Contract.

**Work** - Labor or material or both of the Contractor or Subcontractor.

#### ARTICLE II - INSPECTION AND TOWNSHIP ENGINEER'S AUTHORITY

The work as outlined is to be done under the supervision of the Engineer in accordance with the accompanying drawings and specifications. The Engineer shall have the authority to decide all questions which may arise with the Contractor relative to the quality and acceptability of work performed, rate of progress, interpretation of any drawings and specifications and the acceptable fulfillment of the Contract by the Contractor. All work and materials shall be at all times subject to the inspection of the Engineer or his duly authorized representatives. The Contractor shall provide reasonable and necessary facilities for such inspection. The Engineer shall have the right to make such alterations in the drawings or in the character of work as may be considered necessary to complete fully and perfectly the construction, provided such alterations do not change materially the original drawings and specifications, and such alterations shall not be considered a waiver of any condition of the Contract.

Should any alterations in the drawings result in a change in the quantity of work to be performed without a change in character, the Contractor shall accept payment in full at the Contract unit prices for the actual work done. Should the alterations cause a change in the character of the work and produce an increase or decrease of costs to the Contractor, a fair and equitable sum shall be agreed upon in writing by the Contractor and the Engineer before such work is begun and be added or deducted from the Contract prices, as the case may be.

### **ARTICLE III - MATERIALS AND WORK PERFORMED**

The Contractor shall furnish all labor, materials, water, machinery and sufficient equipment necessary to perform the work hereinafter specified. He shall employ only competent laborers and first class mechanics and he shall have on the project a competent foreman to carry out such instructions as may be given from time to time by the Engineer or his duly authorized representatives. All work shall be done in a first-class manner and all materials shall be the best of the kind specified. The Contractor shall furnish the Engineer, promptly after the award of the Contract, with a complete statement of the origin, composition and manufacture of all materials to be used in the construction of the project. The Engineer shall have at all times power to reject any materials which in his judgment do not fulfill the requirements of these specifications or any work that may not be done as specified. The Contractor shall remove any rejected work or materials at his own expense and replace the same without any extra cost. Previous inspections will not relieve the Contractor from the responsibility for good work and materials.

### **ARTICLE IV - CONTRACTOR'S RESPONSIBILITIES**

**DAMAGE** - The Contractor shall be responsible for any damage that may be done by himself and his employees or any authorized Subcontractor and his employees to any adjoining property and all overhead and underground structures which are within the limits of the project on which he is working and for all accidents and injuries to his employees or to persons passing. The Contractor shall make good any damage or injury to public or private property and shall promptly make restitution for or proceed to repair or otherwise restore such damage or injury to property to the satisfaction of the owner of the property. The Contractor shall also be responsible for all damage to his work by trespassers, wind or heavy rains while under construction. He shall take all reasonable precautions to provide against damage to adjoining property by heavy rains by constructing necessary temporary ditches to carry off storm water and keep the project well drained.

**INSURANCE** - The Contractor shall insure in a reputable insurance company or secure insurance as provided by the Commonwealth of Pennsylvania, against all loss or payment under or by reason of the provisions of the Workmen's Compensation Act, or any supplements thereto, and further, the said Contractor will have inserted in all Contracts with his Subcontractors, a clause by which said Subcontractor shall be bound to insure in a like manner against all loss or payment or by reason of the provisions of the Workmen's Compensation Act.

**IGNORANCE OF CONDITIONS** - No plea of ignorance of conditions that exist or may hereafter exist, or any difficulties that may be encountered in the execution of the work as a result of failure

to make the necessary examinations and investigations will be acceptable as an excuse for any failure or omission by the Contractor to fulfill in every detail all the requirements of the Contract, or will be accepted as a basis for any claim for compensation.

**BARRICADES, DANGER, DETOUR AND WARNING SIGNS** - The Contractor shall furnish, erect and maintain suitable and sufficient barricades, detour and warning signs, red lights, torches and electric flashers to adequately protect the work under construction from damage and the traveling public from accident and unnecessary inconvenience. All lights shall be kept burning from sunset to sunrise. A large legible "**ROAD UNDER CONSTRUCTION**" sign shall be placed at each entrance to the project. The Contractor shall maintain all barricades, signs and lights in first class condition for the duration of the project including time when the work is suspended for the winter season or for any other reason.

**ARTICLE V - PAYMENT OF LABOR AND MATERIALS**

The Contractor shall pay promptly all laborers and mechanics employed on the work embraced in these specifications as well as for all materials; and before final payment is made, the Contractor shall furnish the Township with satisfactory evidence that all labor and materials have been paid.

**ARTICLE VI - EXTRA WORK**

Should it be found, during the progress of the work, necessary to furnish extra labor and/or supply extra materials not called for by the drawings or specifications, such labor and material shall be furnished by the Contractor at the cost plus 15 percent, or at a price agreed upon between the Engineer and the Contractor before such work is performed. No labor or materials shall be considered as extra unless expressly ordered in writing by the Engineer.

**ARTICLE VII - PUBLIC UTILITIES**

Electric and telephone lines, water and gas mains and services may be installed during the progress of street construction. The Contractor is required to fully inform himself concerning location of public utilities on, under and over the project which may or may not require removal, resetting, construction or reconstruction and which may interfere with his operations. He shall be assumed to have prepared his bid and entered into contract in full contemplation of the conditions to be encountered and his responsibility in connection therewith. The Contractor shall use special care in execution of the work in order to avoid interference or damage to any operating utilities. When there is any possibility of such interference or damage, the Contractor shall make satisfactory arrangements with responsible officers or owners of the utilities covering the necessary precautions to be used during the performance of the work by the Contractor. Such arrangements shall be made before work is started and shall be subject to the approval of the Engineer, which approval will not be considered as releasing the Contractor from any responsibility for acts of himself or his representatives.

**ARTICLE VIII - RECLAMATION OF PIPES, CASTINGS, AND SIGNS AND POSTS**

All pipes and castings excavated from the construction shall remain the property of the Township of Abington and shall be neatly placed at a convenient location within the project by the Contractor. If

it becomes necessary to remove traffic and street name signs, the Contractor shall carefully remove the signs and posts and store them at a convenient place within the project. Department of Public Works personnel will pick up the above pipes, castings, land signs and posts when directed to do so by the Engineer. The removal and storage of the above pipes, castings, and signs and posts will not constitute a claim for additional compensation from the Township of Abington.

#### **ARTICLE IX - BASE LINES AND GRADES**

The Engineer will establish bench marks and furnish and place stakes establishing the base lines and grades from which the Contractor shall lay out his work. The Contractor shall be held responsible for the preservation of all stakes and marks, and if in the opinion of the Engineer, any of the stakes or marks have been carelessly or willfully disturbed by the Contractor, the cost of replacing such stakes by the Engineer shall be charged against the Contractor and shall be deducted from monies due him. The Contractor shall also furnish the inspector with such assistance as may be required for checking all lines, grades and measurements established by the Contractor. Such checking by the inspector shall not relieve the Contractor of his responsibility to perform all work in accordance with the specifications, drawings and lines and grades given. The Contractor shall at his own expense furnish all stakes, templates and other materials and labor that may be required for control and guidance of his construction operation. The Contractor shall notify the Engineer a reasonable time in advance of the times and places at which he intends to do work in order that lines and grades may be furnished, that inspections may be provided and that necessary measurements for the record may be made with the least delay or inconvenience.

#### **ARTICLE X - EXPLOSIVES**

Explosives shall be used only by experienced persons in strict accordance with applicable laws and regulations. The Contractor shall familiarize himself and abide by all controls pertaining to the transportation, storage and use of explosives. He shall use extreme care to protect all persons from injury and all property and facilities from damage. The Contractor shall be solely responsible for any injury or damage resulting from the use of explosives by himself or any of his representatives.

#### **ARTICLE XI - CLEAN UP**

Before the work will be considered as having been completed, the Contractor shall have backfilled all structures, curbs and sidewalks; dressed all slopes to the proper line and grade; cleaned and removed from the project and adjacent property all surplus and discarded materials, equipment, rubbish and litter of whatever description and temporary structures. All slopes and sidewalk areas shall be neatly trimmed and raked to the theoretical slope line as indicated on the drawing. If the Contractor fails to backfill, dress the slopes, or clean up to the satisfaction of the Engineer, the Engineer may cause to have this work done by others and the cost will then be deducted from the amount due the Contractor under the Contract.

#### **ARTICLE XII - PAYMENT**

The total amount of work and final measurements will be determined by the Engineer and paid for by the Township of Abington at the bid unit price within thirty (30) days after the completion and acceptance of the work, providing the Contractor has delivered all necessary certificates and bonds to the Township. As the work of the project progresses according to the specifications and

provisions of the Contract and to the satisfaction of the Engineer, he may render monthly estimates based on the value of the work satisfactorily completed. These estimates are merely partial estimates and subject to correction in the final payment. No estimate or payment shall bind the township of Abington to the acceptance of any materials furnished or work done. The Contractor shall not be entitled to receive payments for any work as "**Extra Work**" unless ordered in writing by the Engineer and at a price previously agreed upon by the Engineer and the Contractor.

**ARTICLE XIII - CONTRACT TIME FOR COMPLETION**

The time for the completion of the work is based upon a calendar date as set forth in the Proposal Form. The Township Engineer, at his discretion, may make any adjustment of the completion date.

In order that the Contractor may be fully informed and have an accurate record of the time used, the Engineer shall advise the Contractor in the monthly estimates of the percentage of time used to the end of that period.

If the satisfactory execution and completion of the contract shall require work and/or materials in greater amounts than those set forth in the contract on items forming the controlling operation or operations, the contract completion time may be extended on the basis of what constitutes a fair rate of progress on such controlling operation or operations as determined by the Engineer.

If the Contractor desires an extension of the completion date, he shall submit in writing to the Engineer a statement of claim for extension. The Engineer will review the claim and any accompanying recommendations and render a decision which will be final.

**ARTICLE XIV - LIQUIDATED DAMAGES**

For each working day that any work shall remain uncompleted after the time specified for the completion of the work provided for by the Contract in accordance with the specifications, the sum per working day given in the following schedule, unless otherwise specified in the Proposal Form, shall be deducted by the Engineer from monies due the Contractor, not as a penalty but as liquidated damages. Provided, however, that allowance may be made by the Engineer, at his discretion, over the period hereinbefore specified for the completion of said work for causes for which the said Contractor is not responsible, and which have delayed the completion of the said work; the Contractor in such case shall become liable for said liquidated damages for delays commencing from the date on which said extended period shall expire.

AMOUNT OF CONTRACT	AMOUNT OF LIQUIDATED DAMAGES PER WORKING DAY
\$10,000 and less	\$100.00
More than \$10,000 and less than \$20,000	\$200.00
More than \$20,000 and less than \$50,000	\$300.00
More than \$50,000 and less than \$100,000	\$400.00
\$100,000 and over	\$500.00

**ARTICLE XV - PENNSYLVANIA PREVAILING WAGE ACT NO. 442**

Every Contractor and Subcontractor shall conform to the local prevailing minimum wage rates set forth in the applicable determination of the Secretary of the Pennsylvania Department of Labor and Industry, in accordance with the provisions of the Pennsylvania Prevailing Wage Act No. 442. A copy of the prevailing minimum wage determination for this project is attached to and made a part of these specifications.

1. General

As indicated above each Contractor and Subcontractor engaged on this Contract must abide by the requirements of Act No. 442 of the Pennsylvania Department of Labor and Industry as to the prevailing minimum wage rates in the locality where the above mentioned contract is located.

2. Duty of Contractor

Every Contractor and Subcontractor shall keep an accurate record showing the name, craft, number of hours worked per day, and actual hourly rate of wage paid including employee benefits to each workman employed by him in connection with this Project, and such record shall be preserved for two (2) years from date of payment. The record shall be open at all reasonable hours to the inspection of the Township and to the duly authorized deputy or representative of the Secretary of Labor and Industry.

3- Posting of Rates

Contractors and Subcontractors shall post the general prevailing minimum wage rates for each craft and classification involved, as determined by the Secretary of Labor and Industry, including the effective date of any changes thereof, in prominent and easily accessible places at the site of the work and at such place or places as are used by them to pay workmen their wages.

4. Filing Weekly Statement and Final Certification

Every Contractor and Subcontractor shall file a statement each week, and a final certification under oath at the conclusion of the Project, on a form provided by the Township certifying that all workmen have been paid wages in strict conformity with Act No. 422; or if any wages remain unpaid, to set forth the amount of wages due each workman. The final wage certifications must be filed with the Township before final payment is made by the Township.

**ARTICLE XVI - PROVISIONS REQUIRED BY LAW DEEMED INSERTED**

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein and if through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon the application of either party, the contract shall forthwith be physically amended to make such insertion.

Contractor agrees to comply with all rules and regulations relative to the enforcement of the Federal Social Security Act, the Unemployment Compensation Act of the State in which the project is situated, the Fair Employment Act or Ordinance, if any, applicable to the place where the Project is situated, or the Contractor's work and any and all other Federal, State or Township Tax Statutes, Ordinances, Rules and Regulations, and procure compliance with all thereof by any person or persons to whom Contractor may purchase materials required to be furnished and supplied hereunder.

#### **ARTICLE XVII - PUBLIC PROTECTION AND CONVENIENCE**

Local traffic, which has origin or destination within the limits of the project, shall be permitted egress and ingress to and from the nearest intersection public street at all times when practicable. The Project shall at all times be kept in a condition that developed property is accessible at all points to fire apparatus, ambulances and fuel oil delivery trucks. The Contractor shall provide and maintain adequate all-weather bridges and footpaths and take such other precautions necessary to provide for normal local pedestrian traffic. The Contractor shall at all times conduct the work in such a manner as to insure the least inconvenience to the adjacent residents.

#### **ARTICLE XVIII - EXPERIENCE AND EQUIPMENT**

Each bidder shall submit the following information on the form included in the proposal:

1. A list of major contracts completed during the past three (3) years stating in each case the name and address of owner, name and address of design engineer, type of work involved and contract value.
2. A list of uncompleted contracts presently held stating the same as in "1" above and in addition the percentage of completion.
3. A list of contracts awarded to you that you have failed to complete, stating owner, design engineer, contract value and reason for failure to complete.
4. A list of equipment you own available for this particular contract including size, capacity and condition.

#### **ARTICLE XIX - CONTRACT DOCUMENTS AND BONDS**

The Contractor will execute the Contract documents and provide the Township with a Performance Bond and a Labor and Materialmen's Bond, if awarded the contract.

## NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

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 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 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 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.
4. The Grantee, any subgrantee, contractor or any subcontractor shall not discriminate 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 granting agency and the Bureau of Small Business Opportunities (BSBO), 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 Granter'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 granting agency may proceed with debarment or suspension and may place the Grantee, subgrantee, contractor, or subcontractor in the Contractor Responsibility File.

Based on Management Directive 215.16 amended (2/24/15)

**Standard Permanent Sign Requirements:** Use the sign language that coincides with your project's **FUNDING** Source.

Overall Size: 18" x 24"  
Font Size: Range from .71" to 1.75" will have layout sheet defined on language text  
Font Style: Arial  
Orientation: Landscape  
Base Material: Aluminum  
Thickness: .080  
Sides printed: 1  
Corners: Round  
Base Color: Green  
Text Color: White  
Border: Yes  
Mounting: At funded project site  
Mounting Holes: No  
Overlay: EG Vinyl  
Language: Standard Language for various signs provided below

Language for the Standard DCNR - Keystone Recreation, Park and Conservation funded project:



NON-COLLUSION AFFIDAVIT

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss

\_\_\_\_\_, being first duly sworn, deposes and says that:  
(Name of Bidder's Representative)

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

of \_\_\_\_\_;  
(Name of Bidder)

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

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

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

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

\_\_\_\_\_  
(Name of Bidder)

\_\_\_\_\_  
(Signature of Bidder's Representative)

\_\_\_\_\_  
(Title of Bidder's Representative)

Subscribed and sworn to before me  
this \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
(Title)  
My commission expires \_\_\_\_\_

ACKNOWLEDGEMENT  
SUPPLEMENTAL CONDITIONS

State of \_\_\_\_\_)

) ss

County of \_\_\_\_\_)

\_\_\_\_\_, being first duly sworn, deposes and says that:

(Name of Bidder's Representative)

(1) He is \_\_\_\_\_

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

of \_\_\_\_\_;

(Name of Bidder)

(2) He has reviewed the Supplemental Conditions set forth in Section 7 of the Instructions to Bidders and states that the within identified Bidder will comply with said Supplemental Conditions.

\_\_\_\_\_  
(Name of Bidder)

\_\_\_\_\_  
(Signature of Bidder's Representative)

\_\_\_\_\_  
(Title of Bidder's Representative)

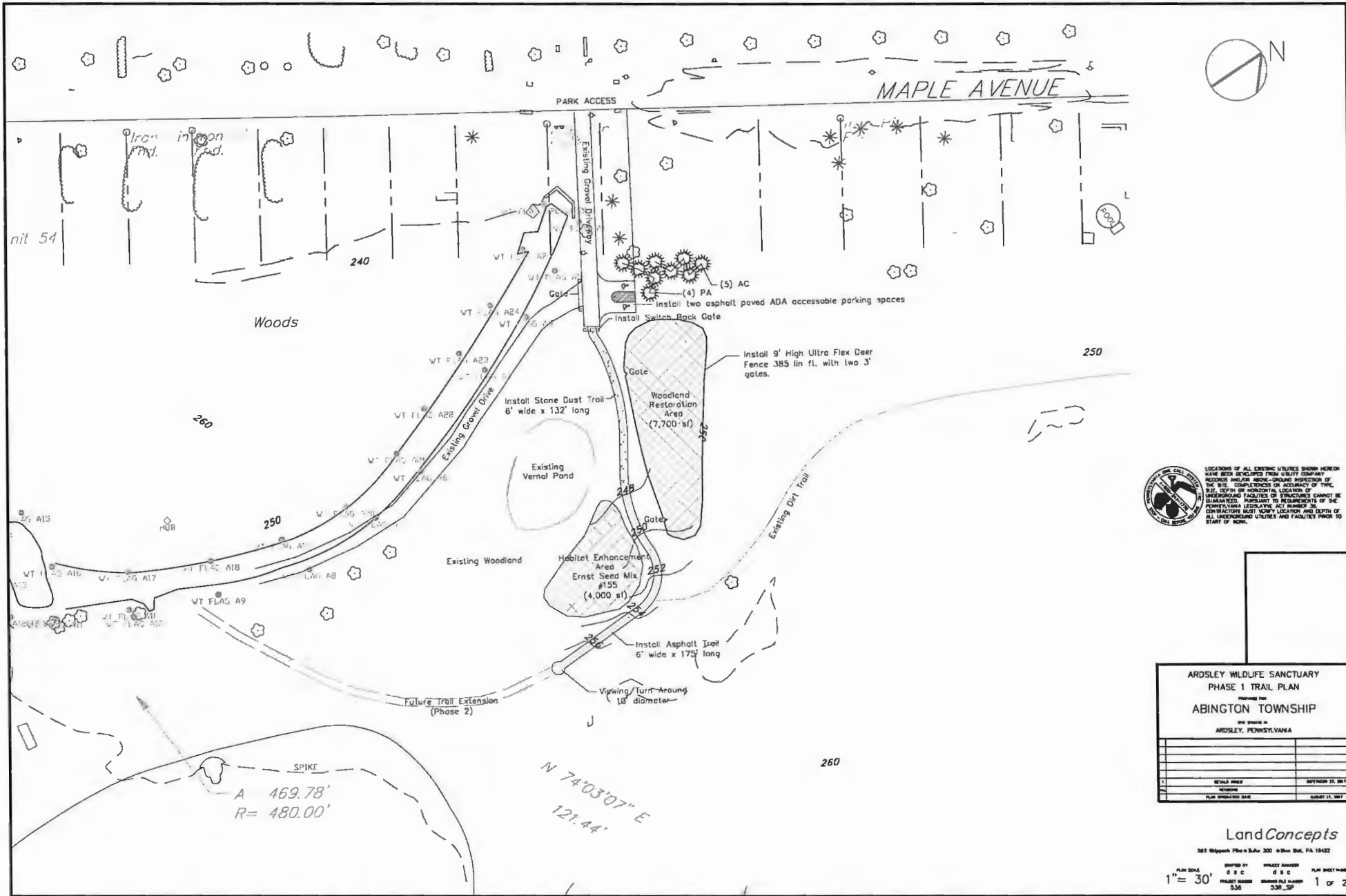
Subscribed and sworn to before me

this \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
(Title)

My commission expires \_\_\_\_\_



LOCATIONS OF ALL EXISTING UTILITIES SHOWN HEREON HAVE BEEN DEVELOPED FROM UTILITY COMPANY RECORDS AND/OR ABOVE-GROUND INSPECTION OF THE SITE. COMPLETENESS OR ACCURACY OF TYPE, SIZE, DEPTH OR HORIZONTAL LOCATION OF UNDERGROUND FACILITIES OR STRUCTURES CANNOT BE GUARANTEED. PURSUANT TO REQUIREMENTS OF THE PENNSYLVANIA LOCALITY ACT (ARTICLE XI, CONSTRUCTION MUST VERIFY LOCATION AND DEPTH OF ALL UNDERGROUND UTILITIES AND FACILITIES PRIOR TO START OF WORK.

**ARDSLEY WILDLIFE SANCTUARY  
PHASE 1 TRAIL PLAN**

PROPOSED FOR  
**ABINGTON TOWNSHIP**

THE STATE OF  
**ARDSLEY, PENNSYLVANIA**

1	REVISED	SEPTEMBER 11, 2017
2	REVISION	
PLAN APPROVED DATE		AUGUST 11, 2017

**LandConcepts**

363 Whippoorwill Lane Suite 200 • Blue Bell, PA 19062

1" = 30'  
 PLAN SHEET: GBC  
 PROJECT NUMBER: 536  
 SHEET NUMBER: 536\_SP  
 PLAN SHEET NUMBER: 1 OF 2



TOWNSHIP OF ABINGTON  
BOARD OF COMMISSIONERS

(4) PUBLIC AFFAIRS

PA-01-011118      Ardsley Wildlife Sanctuary Trail Phase 1 Bid for Construction Services (DCNR Project BCR-PRD-22-37)

To consider two motions:

Motion to reject all bids submitted for the Ardsley Wildlife Sanctuary project as advertised and submitted on December 20, 2017 and reapprove the project and authorize rebidding of this project with a reduced scope, and;

Motion to reapprove the Ardsley Wildlife Sanctuary project with a reduced scope and authorize advertisement of the same.

BOC-01-011118      Consider approving a Township Board of Commissioners and Board of Commissioners Committee Agenda Policy and Procedures.

Motion to adopt Resolution No 2018 - 010 approving a Township of Abington Board of Commissioners Policy establishing a policy governing certain rules of order, Board and committee agendas, public participation and scope of committees.

**BID TABULATION**  
**ARDSLEY WILDLIFE SANCTUARY TRAIL - PHASE 1**  
**Bid Due Date: Friday, February 16, 2018 4:00pm**

COMPANY	BID BOND	EXPERIENCE RECORD	NON-COLLUSION	AMOUNT
<b>Polaris Construction Co., Inc</b>				\$89,540.40
1795 Stout drive	✓	✓	✓	
Warminster, PA 18974				
215 672-5303				
<b>James R. Kenney Paving, Inc.</b>				\$84,022.00
3950 Germantown Pike	✓	✓	✓	
Collegedale, PA 19426				
610 489-2345				
<b>All Seasons Landscaping</b>				\$55,151.00
3915 Market Street	✓	✓	✓	
Aston, PA 19014				
610 494-8050				
<b>Promark Landscaping</b>				\$58,908.00
3405 Big Road	✓	✓	✓	
Zieglerville, PA 19492				
610 754-7458				
<b>GoreCon, Inc.</b>				\$49,192.80
3240 Bristol Road	✓	✓	✓	
Chalfont, PA 18914				
267 830-0890				
<b>Think Green</b>				\$45,752.50
P.O. Box 523	✓	✓	✓	
Glenside, PA 19038				
215 887-2595				
<b>Biase Landscaping, LLC</b>				\$68,851.17
P.O. Box 267	✓	✓	✓	
Telford, PA 18969				
215 783-5490				





**PUBLIC AFFAIRS COMMITTEE**

**AGENDA ITEM**

March 8, 2018

*DATE*

Parks and Recreation

*DEPARTMENT*

PA-01-030818

*AGENDA ITEM NUMBER*

**FISCAL IMPACT**

Cost > \$10,000.

Yes

No

**PUBLIC BID REQUIRED**

Cost > \$20,100

Yes

No

**AGENDA ITEM:**

Tree Vitalize Grant

**EXECUTIVE SUMMARY:**

In order to adequately address tree protection and tree replacement, some, not all next steps were identified:

- \* Do a case study of selected recent development projects that resulted in poor tree management/replacement
- \* Recommend practical improvements to the zoning Ordinance based on the above analyses
- \* Create a "How to" document for the Township staff and contractors related to tree protection and tree replacement (i.e. help them implement the proposed improvements)
- \* Create a "Street tree care" brochure for residents who have valuable trees located within the right of way
- \* Direct grant money to hire a consulting firm to provide the professional expertise to carry out this project, under the direction of the STC

**PREVIOUS BOARD ACTIONS:**

See attached, adopted 15-0

**RECOMMENDED BOARD ACTION:**

Recommend accepting a Tree Vitalize "Community Forestry Management" in the amount of \$8,130.00.

2018 Tree Vitalize "Community Forestry Management Grant"

Commissioner Spiegelman made a MOTION, seconded by Commissioner Zappone to approve a grant submitted by and for the Shade Tree Commission for a 2018 Tree Vitalize "Community Forestry Management Grant" and \$5,250.00 cash to be appropriated in the Fiscal Year 2018 Budget as a match from the Township.

Commissioner Luker asked for any comments from Commissioners or staff.

Commissioner Spiegelman commented that Rita Stevens, Chairperson of the Shade Tree Commission could not be here this evening, so she put together a brief comprehensive explanation in which he read into the record.

Commissioner Luker asked for any public comments.

Lora Lehmann, 1431 Bryant Lane, expressed concern that she feels "the forest is dying and being ignored."

Commissioner Luker said Ms. Stevens should be made aware of the comments made by the speaker so they can be addressed accordingly.

MOTION was ADOPTED 15-0.

**FINANCE COMMITTEE:**

Commissioner Kline announced that Township Treasurer Blumenthal is excused this evening; however, the Treasurer's report can be viewed through a "Right To Know" request.

Investments

Commissioner Kline made a MOTION, seconded by Commissioner Hecker to approve investments for the month of June as previously circulated to the Board. It was noted that investments for the month totaled \$265,000.00. Interest rate yields ranged from 1.25% to 1.40%.

Commissioner Luker asked for any comments from Commissioners or staff. There were none.

Commissioner Luker asked for any public comments. There were none.

MOTION was ADOPTED 15-0.

**PUBLIC AFFAIRS COMMITTEE**

**BOARD ACTION REQUEST**

August 10, 2017

**DATE**

PA4

**AGENDA ITEM NUMBER**

**DEPARTMENT**

Administration

**TOWNSHIP MANAGER**

Richard J. Manfredi

**AGENDA ITEM**

Consider approving a grant be submitted by and for the Shade Tree Commission for a 2018 Tree Vitalize "Community Forestry Management Grant"

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**PREVIOUS ACTIONS: None**

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**RECOMMENDED BOARD ACTION**

- Motion to approve a grant submitted by and for the Shade Tree Commission for a 2018 Tree Vitalize "Community Forestry Management Grant" and \$5,250 cash be appropriated in the Fiscal Year 2018 Budget as a match from the Township.
- 

**BACKGROUND AND COMMENTS**

In order to adequately address tree protection and tree replacement, some, not all next steps were identified:

- Do a case study of selected recent development projects that resulted in poor tree management / replacement
- Recommend practical improvements to the Zoning Ordinance based on the above analyses
- Create a "how to" document for Township staff and contractors related to tree protection and tree replacement ( i.e. help them implement the proposed improvements)
- Create a "Street Tree Care" brochure for residents who have valuable trees located within the right of way
- Direct grant money to hire a consulting to provide the professional expertise to carry out this project, under the direction of the STC.



Timeline

Application Deadline : August 15, 2017 4:00pm EST  
Awards Announced : November 2017  
Project Term : January 1, 2018 – December 31, 2018

Eligible Applicants for Community Forestry Management Grants

Any municipalities or non-profit organizations, *regardless of geographic location*, working within the Commonwealth of Pennsylvania may apply for a Community Forestry Management grant through the TreeVitalize program. Non-profit organizations must provide evidence of their non-profit status and Bureau of Charitable Organization (BCO) status with their application. Current grantees are eligible to submit an additional application, contingent upon the submission of close out materials for any open grants. Applications may be received from one entity in all three (3) funding categories (Tree Planting, Urban Riparian Buffers, or Community Forestry Management); however, only one (1) can be approved during each grant term.

Funding Guidelines and Requirements

This funding opportunity is aimed at providing assistance for tree care management plans, tree inventories, pruning, short term employment (including internships), educational workshops, webinars, urban wood utilization, ordinance development, land banks design, urban agriculture design, and other aspects of urban forestry.

Funding preference will be provided to projects that involve partnerships and include trainings/educational components and enhance the public's access to and enjoyment of urban forestry.

Allowable expenses may include consultant fees, professional fees, and rental equipment relevant to this specific project.

Non-allowable expenses may include one-time purchase of equipment (rakes, shovels, etc.), computers, or other capital equipment purchases; although, projects that include these expenses will still be considered for funding contingent upon non-allowable expenses funded by the applicant as a cash-match.

Funding will *not* be provided for tree plantings.

Applicants must provide a 1:1 match with at least 75% cash / 25% non-cash match. All grant funds will be reimbursed once the project is complete and a final report has been submitted and approved.

*Please note, conversations with TreeVitalize staff, Penn State University Extension Urban Foresters, or DCNR/BOF Service Foresters do not guarantee approval of this application. All applications are reviewed based upon the funding stream through which the project is submitted by a team of experts and grant awards will be announced in November 2017.*

### Pre-Application Checklist

Contact TreeVitalize staff, Penn State University Extension Urban Forester staff, or DCNR/BOF Service Forester concerning the proposed project *no later than three weeks prior to submitting this application (i.e. by July 25, 2017 if submitting on August 15, 2017).*

If appropriate, schedule site visit with TreeVitalize staff, Penn State University Extension Urban Forester, or DCNR/BOF Service Forester.

Obtain letter of support from Municipal official if appropriate.

### Application Checklist

Fully completed application including all requested documents, maps, budget, and signatures. *Incomplete applications will not be considered.*

If appropriate, conducted a site visit with DCNR/BOF Service Forester OR Penn State University Extension Urban Forester

Obtained authorization and signature from appropriate municipal/organizational staff

### Submitting an Application

All applications, and accompanying documents, must be received no later than 4:00pm EST on Tuesday, August 15, 2017. Late applications will not be reviewed. Applications must be submitted via email in pdf format; handwritten, Word document, or other variations will not be accepted. If you experience technical difficulties at any point, please contact the Grants & Development Coordinator.

Email address for application submission : c-jcavey@pa.gov

### Technical Assistance for Community Forestry Management Applications and Projects

Application and Grant-related Questions, contact:  
Jessica Cavey, Grants & Development Coordinator  
(phone) : 717/599.8650 / (email) : c-jcavey@pa.gov

Urban Tree Canopy and PA Tree Map Questions, contact :  
Mark Hockley, Tree Canopy Coordinator  
(phone) : 717.214.7511 / (email) : c-mhockley@pa.gov

Volunteer and Community Planning Questions, contact:  
Shea Zwerver, Community Engagement Coordinator  
(phone) : 717/346.9583 / (email) : c-szwerver@pa.gov

Community Forestry Management Project Questions, contact :  
Penn State University Extension Urban Forester appropriate to your location. List of foresters available [here](#).  
DCNR/BOF Service Forester appropriate to your location. List of foresters available [here](#).

TreeVitalize grants are administered through the PA Urban and Community Forestry Council with generous donations from the PA Department of Conservation and Natural Resources.

## APPLICANT INFORMATION

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1. Primary Contact (project manager)

**Rita W. Stevens**

Does the municipality/organization have any qualified Tree Tenders on its project team?

Municipality/Organization Name (applicant)

Yes  No

**Abington Township**

Federal employer identification number (required) **23-6000025**

Mailing address

**1176 Old York Road  
Abington, PA 19001**

Phone

**215-435-2718**

Email

**abingtontrees@gmail.com**

2. Do any of the project team members have training in urban forestry, arboriculture, or similar knowledge of those subjects?

Yes  No

2a. If yes, please list name of person(s) :

**Rita Stevens  
Joseph Ascenzi**

3. Does the municipality or organization have an established shade tree commission?

Yes  No

4a. If yes, please list current president :

**Rita Stevens**

4. Please describe current municipal/organizational community tree ordinance with access(link) to online ordinance or attachment, if applicable.

The Township revised the Zoning Ordinance in 2016, which improved many aspects of tree provision and care. However, it falls short of offering practical standards for site disturbance, tree protection and replacement. This was recognized as the time of the revision, and is the starting point for this proposal. <http://www.abington.org/home/showdocument?id=6055>

5. What type of technical assistance do you anticipate requesting from TreeVitalize staff for this project?

- coordinating volunteer / community engagement efforts
- uploading information to PA Tree Map
- planning/organizing a community forestry management plan
- understanding and maintaining grant requirements
- other, please explain :

It would be helpful to connect with other municipalities who have completed this type of work, with an eye for practical integration of the tree ordinance and the larger community forestry management plan.

6. Please list the current Pennsylvania Legislators (Senate and Representatives) for the location in which this project is taking place. This information will be used to notify elected officials of the use of Commonwealth funds within local communities.

District 4 PA Senator Arthur Hayward

District 153 PA Representative Madeleine Dean

## COMMUNITY FORESTRY MANAGEMENT PROJECT INFORMATION

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*Please refer to Page 1 of this application concerning allowable expenses and projects.*

7. Please briefly describe the proposed community forestry management project and include the names and relationship with any partners involved in this project. If applicable, attach a map of the proposed inventory or pruning sites. *Please note: All tree care work must adhere to ANSI-A300 and Z133 safety and pruning standards.*

- a. Benchmark relevant township ordinance that include practical means for tree protection and tree replacement formulas.
- b. Develop case studies of selected recent development projects within Abington Township that resulted in good vs. poor tree management or replacement.
- c. Recommend practical improvements to the Abington Township Zoning Ordinance based on the above analyses.
- d. Create a "how to document for Township staff and contractors related to tree protection and tree replacement, thus providing guidance for implementing the proposed improvements to the Zoning Ordinance.
- e. Create a "Street Tree Care" brochure for residents whose properties abut public right-of-way containing valuable trees.

8. If applicable, please list the names and contact information of any professional contractors who may work on this project. *Note: contractor fees are considered allowable grant-covered expenses through this funding opportunity.*

Robert Wells, Consulting Certified Arborist  
Morris Arboretum  
wellsrob@upenn.edu  
mobile 609-577-1382

C. Dennis Metz, Municipal Arborist  
ASCA Consulting Arborist  
treemdmetz@gmail.com  
610-825-3233



9. Please provide information concerning volunteer programs involved in this community forestry management project (new or existing relationships) and the estimated number of volunteers anticipated. Please note : any volunteer/in-kind donations must be tracked and documented in the final project report.

Professional members of the Shade Tree Commmission will manage the project, in cordination with members of the Township staff responsible for tree maintenance and code enforcement. Rita Stevens will lead data collection and analysis, drawing from Code Enforcement and STC records. Two members of the STC will create and lead a training workshop for Township staff and contractors on the resulting ordinance provisions.

10. Please describe how, if appropriate, the community forestry management plan fits into a larger community/organization-wide green infrastructure plan.

Abington Township is a STAR Certified Community through which we set goals and track progress towards a wide array of economic, environmental and social sustainability objectives. The TownshipForestry Management plan falls within the "Natural Systems" focus area, and we have placed an emphasis on

- green infrastructure- integrating the built environment to conserve ecosystem funtions
- biodiversity and management of invasive species
- natural resource protection

**PROJECT BUDGET**

Grant Amount Requested (minimum \$5,000.00, maximum \$50,000.00)

Match Amount Provided (Non-Cash + Cash) \$ 8750.00

Percentage of total project cost : 50%

Total Project Cost : \$ 17,500

RWJ

Category 1: Project specific supplies & materials

ANTICIPATED EXPENSES				SOURCE OF FUNDING		
Item	Unit Cost	Quantity	Total Cost	Non-Cash Match (i.e. supplies donated)	Cash Match (i.e. purchased with applicant funds)	Grant Funds (i.e. purchased with grant funds)
Printing			500	500		
Total Supplies & Materials			500	500		

Category 2: Equipment Costs

ANTICIPATED EXPENSES				SOURCE OF FUNDING		
Equipment Type	Hours Utilized	Hourly Rate	Total Cost	Non-Cash Match (i.e. use of equipment donated or covered in-house)	Cash Match (i.e. paid with applicant funds)	Grant Funds (i.e. paid from grant funds)
Total Equipment Costs			0	0	0	0

Category 3: Volunteer Services and Labor

ANTICIPATED EXPENSES					ANTICIPATED NON-CASH MATCH		
Type Volunteer (i.e. Tree Tenders, Girl Scouts, Rotary Club, community members, etc.)	Number of People	Hours Worked	Hourly Rate current volunteer rate :\$24.14	Total Contributed	Non-Cash Match		
data collection and summary	1	40	24.14	960	960		
data analysis	2	20	24.14	960	960		
training	1	40	24.14	960	960		
(to be provided by STC volunteers- see narrative)							
correspondence	1	5	24.14	120	120		
Total Volunteer Services and Labor				<del>2,880</del> 3,000	<del>2,880</del> 3,000		

RWD

Category 4: Paid Services and Labor

ANTICIPATED EXPENSES					SOURCE OF FUNDING		
Service Name and Type Service	Number of People	Hours Worked	Hourly Rate	Total Cost	Non- Cash Match	Cash Match (i.e. paid with grantee funds)	Grant Funds (i.e. paid from grant funds)
Consulting Arborists- analyze	2	40	175	14,000	0	5,250	8,750
Total Paid Services and Labor				14,000	0	5,250	8,750

Total Project Cost	Total Non-Cash Match	Total Cash Match	Total Grant Funds (to be paid from Grant)
<del>16,880</del>	<del>2,880</del>	5,250	8,750

Grand Totals

17,500 3,500 5,250 8,750

RWD

## FORESTER & MUNICIPALITY APPROVAL

Please note: This form is for any projects which may include inventory and/or pruning of trees.

### Forester Approval

I have conducted a site visit of each inventory and/or pruning location and have approved attached community management plan.

Forester Name and affiliation (DCNR or PSU Extension):

Phone

610.489.4315

Email

jxs51@psu.edu

Signature

*Johanna Schuchman*  
*Johanna Schuchman*

Date 8-11-17

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### Municipality Approval (if applicable)

I understand that trees will be including in an inventory and/or pruning project on publicly accessible land at the addresses listed within this application through the TreeVitalize Program, and authorize this action.

Municipal Official Name & Title:

*(Elected official or staff person responsible for municipal tree care)*

Rita W. Stevens, Chair,  
Abington Shade Tree  
Commission

Phone

215-435-2781

Email

abingtontrees@gmail.com

Signature

*Rita W Stevens*

Date

8-11-17