

NOTICE

Sealed proposals will be received by Upper Makefield Township, 1076 Eagle Road, Newtown, PA 18940 until 10:00 am on Wednesday, February 13, 2019 for maintenance of Township grounds as set forth on the Schedule of Prices, at which time and place the bids shall be publicly opened and read aloud.

All bidding documents and solicitation details are available at the Upper Makefield Township Municipal Building at 1076 Eagle Road, Newtown, PA 18940, on the Township website www.uppermakefield.org or by calling 215-968-3340.

All proposals shall be on forms furnished by the Township. All bid proposals shall be clearly marked "Township Grounds Maintenance Bid Opening of February 13, 2019." The successful bidder shall be required to furnish proof of insurance meeting specified minimum policy amounts, a Certificate of Insurance naming Upper Makefield Township as Certificate Holder and a Performance Bond in the amount of 100% of the awarded contract amount.

The Township reserves the right to reject any and/or all bids for any cause whatsoever, to eliminate any item or items from the contract and to waive any informalities in the bids.

**UPPER MAKEFIELD TOWNSHIP
BID SPECIFICATIONS FOR TOWNSHIP GROUND MAINTENANCE**

I. General Specifications:

Bidder must submit bid on the Township Grounds Maintenance Bid Contract Form and Schedule of Prices Form provided by the Township. Bidder must fully complete the Contract Form and Schedule of Prices Form. Contractor shall provide all labor, materials, equipment, and supplies necessary to perform the grounds maintenance services specified herein.

Contract is on an as-needed basis with the Township solely determining the need for all grounds maintenance services. Township may, at any time, direct, limit or curtail any and all grounds maintenance services. Furthermore, the Township may at any time assume the provision or performance of any and all ground maintenance services hereunder by performing said services with Township work forces. In the event the Township assumes the performance of any or all ground maintenance services with Township work forces, the Township may terminate any or all of Contractor's Ground Maintenance Services without any further obligation on the part of the Township. Township may for any reason terminate all ground maintenance services hereunder by giving Contractor thirty (30) days written notice thereof.

II. Locations of Township Grounds:

Prior to bidding, all Bidders shall thoroughly familiarize themselves with the locations and grounds covered by this specification. The Township grounds that are the subject of this Bid consist of the following locations:

1. The Upper Makefield Township Municipal Complex at 1076 Eagle Road, Newtown, PA.
2. The Upper Makefield Township Bike Path Grounds located on Taylorsville Road, across from the Fire House. Small path located between the Shires Crossing and Buckland Valley Farms Developments.
3. Lookout Park located at 1565 River Road, New Hope, PA - all playing fields and common areas (except swale areas as indicated on the attached diagram). Also to be cut is the trail that borders the fields and weed-whacking under the exercise equipment.
4. Brownsburg Park located at 1455 River Road, New Hope, PA - all playing fields and common areas to be mowed and weed-whacked except basins. Playground area to be weeded monthly. Five playing fields have irrigation system installed.
5. Heritage Hills Wastewater Treatment Plant located at 1133 Taylorsville Road, Washington Crossing, PA. Lawn leading to treatment facility and lawn within perimeter fencing of facility. Lawns maintained between 2-3 inches and mowed not more than once per week. Weed-whacking around all obstacles, buildings, tanks, fencing and steep slopes on an as needed basis. Clippings shall be blown or swept from paved driveways and walkway.
6. Streetscape, Route 532, Washington Crossing, PA - 20 trees along DCNR property, 6 trees along Washington Crossing State Park, 1 planting island at entrance to park, 2 planting islands on Skerdlant's Shell property (see attached diagram) to be weeded and mulched once annually.
7. Parcel located off Walker Road, Washington Crossing - 18+ acre parcel located off Walker Road in the Mt. Eyre subdivision of Washington Crossing, PA. Parcel to be mowed twice annually.
8. Parcel located at 115 Overlook Ave, Washington Crossing, PA, Delaware Shores Subdivision.
9. Parcel located at 962 River Road, Washington Crossing, PA, across from Oakdale Ave.

10. Enclave Pumping Station located at 925 Creamery Road. Lawn leading to treatment facility and lawn within perimeter fencing of facility and 6 ft. outside perimeter fencing. Lawns maintained between 2-3 inches and mowed not more than once per week. Weed-whacking around all obstacles, buildings, tanks, fencing and manhole covers on an as needed basis. Clippings shall be blown or swept from paved driveways and walkway.
11. Dutchess Farm Pumping Station located at Keith Lane & Hayhurst Drive. Lawn leading to treatment facility and lawn within perimeter fencing of facility. Lawns maintained between 2-3 inches and mowed not more than once per week. Weed-whacking around all obstacles, buildings, tanks, fencing and manhole covers on an as needed basis. Clippings shall be blown or swept from paved driveways and walkway.

III. Grounds Maintenance Services:

Provide ground maintenance services as specified below and as noted in the "Schedule of Prices" attached to this specification. Contractor shall notify Township in advance of scheduled services other than routine mowing.

1. An initial spring cleanup to consist of the removal of all leaves, fallen tree limbs, trash, and other debris from playing fields, lawn, turf, grass paths, landscape beds, and parking areas.
2. Lawn mowing to begin in April and to continue through mid-November each year. Mowing of fields at Lookout Park and Brownsburg Park per the attached schedule with the Township solely determining the need. All common area grass to be cut to a height of 2-3". During soccer season, fields to be cut to height of 2". Alternate direction mowing to be utilized as appropriate. Prior to each mowing, all paper, fallen tree limbs and debris to be removed from lawn, grass, and turf areas. Lawn, grass, and turf areas to be trimmed along fences, signs, beds, structures, and buildings. After each mowing, clippings are to be blown off infield areas and all hard surfaces.
3. Monthly weeding of playground areas including root removal.
4. Fall cleanup to consist of the removal of all leaves, fallen tree limbs, trash and other debris from playing fields, lawns, turf, grass, paths, landscape beds and parking areas. Fall cleanup to occur in November.
5. A late spring or early summer dandelion/broad leaf/vine/weed control herbicide application of lawn, turf, grass areas at time and location of Township request. Weed control herbicide shall be a combination of herbicides to control dandelion/broad leaf/vine/weeds that are present at the maintenance location. Herbicide shall be applied at manufacturer's recommended rates for weeds being controlled.
6. A mid to late spring fertilization application of lawn, turf, and grass areas at time and location of Township request. Fertilizer shall be 10N-6P-4K or 10N-20P-20K fertilizer having 35 percent or more of the total nitrogen as water insoluble nitrogen or equivalent and applied at 15 pounds per 1,000 square feet. Fertilizer mixture and rates shall be verified with soil tests at each Township grounds location. Minimum one (1) test for each location. Cost for testing shall be included in fertilization cost unless listed as a separate cost item in the Schedule of Prices.
7. A mid to late spring lime application at a rate of 75 pounds per 1,000 square feet. Liming rates shall be verified with soil tests at each Township grounds location. Minimum one (1) test for each location. Cost for testing shall be included in fertilization cost unless listed as a separate cost item in the Schedule of Prices.
8. Lawn grass overseeding shall be performed with a drill/packer type seeder. Seed mixture shall

be 30% Perennial Rye, 50% Turf-Type Tall Fescue (Minimum 3 varieties), and 20% Kentucky Bluegrass at a rate of 6 pounds per 1,000 square feet. Overseeding service will be determined annually by the Township.

- 9 Aeration shall be performed with a Core Aerator removing 4 to 5 inch cores. Aeration shall be performed in three (3) different directions over the same area. After aeration cores have dried, area shall have a drag mat pulled over aerated area to break up cores. Aeration service will be determined annually by the Township.

Upper Makefield Township Municipal Complex Grounds, 1076 Eagle Road, Newtown, PA

1. Annual edging and mulching of all landscape beds and tree rings applying a top dress with a premium, triple-ground, non-dyed, hardwood bark mulch placed to a maximum depth of 3 inches. Annual edging and mulching to be performed by the end of the first week in June.
2. Monthly weeding of landscape beds including root removal.
3. Twice annually, prune all shrubs and trees of 3" trunk caliper or less in accordance with Pennsylvania State University standards and guidelines.
4. Late spring or early summer dandelion/broad leaf/vine/weed control herbicide application of lawn, turf, grass areas at time and location of Township request. Weed control herbicide shall be a combination of herbicides to control dandelion/broad leaf/vine/weeds that are present at the maintenance location. Herbicide shall be applied at manufacturer's recommended rates for weeds being controlled.
5. A mid to late spring fertilization application of lawn, turf, and grass areas at time and location of Township request. Fertilizer shall be 10N-6P-4K or 10N-20P-20K fertilizer having 35 percent or more of the total nitrogen as water insoluble nitrogen or equivalent and applied at 15 pounds per 1,000 square feet. Fertilizer mixture and rates shall be verified with soil tests at each Township grounds location. Minimum one (1) test for each location. Cost for testing shall be included in fertilization cost.

IV. Evaluation of Bids and Award of Contract

- A. Township reserves the right to reject any and all bids, including, without limitation, nonconforming, nonresponsive, unbalanced or conditional bids. Township further reserves the right to reject the bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to not be responsible. Township may also reject the bid of any bidder if Township believes that it would not be in the best interest of the project to make an award to the Bidder due to noncompliance with Bid Specifications and/or prior work history of the Bidder. The successful Bidder shall be required to enter into a written contract in a form to be approved by the Township.
- B. In evaluating the bids, Township will consider 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 Form or prior to the Notice of Award.
- C. Township may conduct such investigations as Township deems necessary to establish the responsibility, qualifications and financial ability of Bidders, proposed subcontractors, suppliers, individuals, or entities proposed for those portions of the work. Any Bidders who have defaulted on a public contract within five years of the date of the issuance of this bid document may be eliminated from consideration within the sole discretion of the Township.
- D. If the contract is to be awarded, Township will award the contract to the Bidder whose bid is in the best interest of the project. Award, if any, will be made to the lowest responsible bidder based on the total base bid.

V. Billing Procedures

The Contractor will only be paid for services performed and payment will be based on the unit cost contained in the submitted Schedule of Prices form.

Billing shall be once a month and invoices shall be submitted to the Township not later than the end of the first week of each month. Bills shall be payable thirty (30) days after Township receipt and approval. The location, date, charge and type of ground maintenance service, shall be itemized on each invoice. All locations serviced must be itemized separately but can be submitted on one invoice.

VI. Contract Duration:

The contract period is to begin upon execution of the contract and to terminate on November 30, 2020.

VII. Insurance Bonding:

The successful Bidder shall provide the Township with a Certificate of Insurance naming the Township as Certificate Holder and certifying that Bidder/Contractor is insured for the following risks in the following minimum policy amounts:

1. Workers Compensation Insurance - \$100,000/each accident; \$500,000 aggregate
2. General Liability Insurance - \$500,000 combined single limit Contractor's operations for bodily injury and property damage.

The successful Bidder shall provide the Township with the required Certificate or Binder of Insurance upon notification of bid award. Furthermore, Contractor shall continuously maintain such insurance during the term of the Agreement.

VIII. Hold Harmless and Indemnification Agreement:

The Contractor shall save and hold harmless and indemnify the Township, its agents and employees, against any and all liability, claims and costs of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance of work under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of Contractor, any subcontractor, or any employee, agent or representative of Contractor. Bid shall be accompanied by Indemnity Agreement.

IX. Damage to Township Property:

Nothing in the above paragraphs shall be considered to preclude the Township from receiving the benefits of any insurance the Contractor may carry which provides for indemnification for any loss, or destruction of, or damage to property in the custody and care of the Contractor where such loss, destruction or damage is to Township property. The Contractor shall do nothing to prejudice the Township's right to recover against third parties for any loss, destruction of, or damage to Township property and upon the request of the Township, shall furnish to the Township all reasonable assistance and cooperation in obtaining recovery.

X. Material Safety Data Sheets:

Contractor shall provide Township with a complete list of organic materials and chemicals and Material Safety Data Sheets for all chemicals to be utilized in the performance of this Agreement.

XI. Performance Bond:

The successful bidder shall provide the Township with a performance bond in the amount of 100% of the estimated amount of the contract within twenty (20) days after notification of award.

XII. Bid Bond:

A Bid must be accompanied by Bid security made payable to Township in an amount of ten percent (10%) of Bidder's maximum Bid price and in the form of a certified check, bank money order or a Bid Bond (on the form in Project Manual or equivalent).

XIII. Responsible Bidder:

Successful bidder must have demonstratable experience in municipal grounds maintenance. Successful bidder must not have defaulted on any municipal bids over the last five (5) years. Successful bidder must have demonstratable experience in completing bid contract work in a successful and responsible manner. "It is a condition of this invitation that no bidder shall have defaulted on any public bid within the past five (5) years. All bidders must submit a sworn affidavit indicating no public bid defaults in addition to other bid requirements."

A default in a public bid includes failure to complete and perform a contract with any public entity, failure to comply with the terms and conditions of bid specifications in previous bids with the Township or other public entities, and failure to promptly perform and/or reply to Township officials in the performance of a previous contract for similar services.

XIV. Reservation of Rights:

The Township reserves the right to reject any or all bids, and to readvertise for bids.

The Township annually evaluates field remediation needs that may affect several functions of this bid. In the event the Township moves forward with a field remediation project, the Township reserves the right to remove line items and services associated with such remediation and are no longer be required.

Schedule of Prices

<i>All services to be provided on an as needed basis with Township determining the need</i>	<i>Number of Occurrences</i>	<i>Cost Per Occurrence</i>	<i>Total</i>
Location 1 -Township Municipal Complex Grounds, 1076 Eagle Road			
1. Initial Spring Cleanup	1	\$	\$
2. Lawn Mowing	30	\$	\$
3. Fall Cleanup	1	\$	\$
4. Edging of landscape beds	1	\$	\$
5. Mulch landscape beds and currently mulched trees with triple-ground, non-dyed mulch to max 3 inches around trees	1	\$	\$
6. Weeding of landscape beds including root removal	6	\$	\$
7. Shrub & tree pruning	2	\$	\$
8. Late spring dandelion/broadleaf weed control - single application on lawn, turf and grass areas	1	\$	\$
9. Late spring fertilization - single application on lawn, turf and grass areas	1	\$	\$
Location 1 Total		\$	\$
Location 2 -Bike Path, Taylorsville Road			
1. Initial Spring Cleanup	1	\$	\$
2. Lawn Mowing	30	\$	\$
3. Fall Cleanup	1	\$	\$
Location 2 Total		\$	\$
Location 3 -Lookout Park Grounds, 1565 River Road			
1. Mowing of all common areas including trail & weed-wacking under exercise equipment.	30	\$	\$
2. Mowing of the five (5) fields, when requested.	36	\$	\$
3. Aeration (Fields only), when requested	1	\$	\$
4. Weeding of playground area including root removal	6	\$	\$
5. Overseeding (Fields only), when requested	1	\$	\$
6. Fertilization (Fields only), when requested	1	\$	\$
7. Liming (Fields only), when requested	1	\$	\$
8. Herbicide Application (Fields only), when requested	1	\$	\$
9. Soil Testing (1 Test Per Field – 5 Fields Total), when requested	1	\$	\$
10. Mulch currently mulched trees by bleachers, benches & trail with triple-ground, non-dyed mulch to max 3 inches around trees	1	\$	\$
Location 3 Total		\$	\$

Schedule of Prices

	# occurrences	cost/occurrence	Total
Location 4 - Brownsburg Park Grounds, 1455 River Road			
1. Mowing of all common areas (non-playing fields)	30	\$	\$
2. Mowing of the six (6) fields	36	\$	\$
3. Aeration (Fields only), when requested	1	\$	\$
4. Weeding of playground area including root removal	6	\$	\$
5. Overseeding (Fields only), when requested	1	\$	\$
6. Fertilization (Fields only), when requested	1	\$	\$
7. Lime (Fields only), when requested	1	\$	\$
8. Herbicide Application (Fields only), when requested	1	\$	\$
9. Soil Testing (1 Test Per Field – 6 Fields Total), when requested	1	\$	\$
10. Mulch currently mulched trees with triple ground, non-dyed mulch to max 3 inches around trees	1	\$	\$
Location 4 Total		\$	\$
Location 5 – Heritage Hills Wastewater Treatment Plant, 1133 Taylorsville Road			
1. Lawn Mowing	30	\$	\$
2. String trim around buildings, tanks, manhole covers and perimeter of fence	30		
3. Herbicide application at perimeter fence only	1		
Location 5 Total		\$	\$
Location 6– Streetscape, Route 532, Washington Crossing			
1. Mulch around 3 planting islands	1		
2. Weeding of 3 planting islands & bench area including root removal	6		
3. Mulching & edging bench area at 1250 General Washington Memorial Blvd. with triple-ground, non-dyed mulch	1		
4. Mow Park Entrance toward Sinclair	30		
5. Mow Canal Bridge to Hamilton Ave.	30		
6. Mulch around 26 trees; with triple-ground, non-dyed mulch to max 3 inches	1		
Location 6 Total		\$	\$
Location 7 – Property off Walker Road (approx. 18 acres), Washington Crossing			
1. Field Mowing, when requested	2	\$	\$
Location 7 Total		\$	\$
Location 8 – FEMA Lot at 115 Overlook Ave, Washington Crossing			
1. Mowing	30	\$	\$
Location 8 Total		\$	\$

Schedule of Prices

	<i># occurrences</i>	<i>cost/occurrence</i>	<i>Total</i>
Location 9 – FEMA lot at 962 River Road, Washington Crossing			
1. Mowing	30	\$	\$
Location 9 Total			
Location 10 – Enclave Pumping Station, 925 Creamery Road			
1. Mow lawn up to pump station, within perimeter fencing and 6 ft. outside perimeter fencing	30	\$	\$
2. String trim around buildings, tanks and manhole covers	30		
3. Herbicide application at perimeter fence only	1		
Location 10 Total		\$	\$
Location 11 – Dutchess Farm Pumping Station, Keith Lane & Hayhurst Drive Road			
1. Lawn Mowing	30	\$	\$
2. String trim around buildings, tanks and manhole covers	30	\$	\$
3. Herbicide application	1*		
Location 11 Total		\$	\$
Grand Totals		\$	\$
*NOTE: Typographical error initially called for 30 herbicide applications. Corrected number is 1 application.			Revised 1.29.19

BIDDER'S QUALIFICATION STATEMENT

1. INTRODUCTION

1.1 **This document must be included as part of the Bid submission.** Failure to submit a fully completed and executed Bidder's Qualification Form may be considered justification for rejection of the bid.

1.2 This Bidder's Qualification Form is submitted with respect to the following project:

Contract For: Upper Makefield Township 2019- 2020 Grounds Maintenance

2. GENERAL INFORMATION

2.1 Name of Bidder: _____

2.2 Address of Bidder: _____

2.3 Telephone No. of Bidder: _____

3. ORGANIZATIONAL BACKGROUND

3.1 Type of Organization:

- | | |
|---------------------------------------|--|
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Individual |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Joint Venture |
| <input type="checkbox"/> Other: _____ | |

3.2 How long has your organization been in business

- a. As a Contractor? _____ years
- b. As a Contractor engaged in construction work of the type proposed under this Contract: _____ years
- c. Under your current business name? _____ years

3.3 If the bidder is a corporation, complete this section:

a. Date & State of Incorporation: _____

b. Names & Titles of Officers:

_____	,	_____
_____	,	_____
_____	,	_____
_____	,	_____
_____	,	_____

4.3 Has your organization ever defaulted on or otherwise failed to complete any work under contract? If so, note the circumstances:

4.4 Has any officer, partner or principal of your organization ever been an officer, partner or principal of another organization which defaulted on or otherwise failed to complete any work under contract? If so, note the circumstances:

4.5 Provide the construction experience (length, type) of the principal individuals of your organization which would be assigned to perform the proposed work under this Contract:

5. REFERENCES

5.1 Provide the name, contact information, work performed, and length of service for a minimum of three (3) clients:

5.2 Client 1: _____

5.3 Client 2: _____

5.4 Client 3: _____

6. FINANCIAL STATEMENT

6.1 Attach a copy of a recent financial statement as prepared by your auditor.

7. CERTIFICATION

7.1 This Bidder's Qualification Form has been prepared on behalf of the following organization:

Name of Organization: _____

Name of Preparer: _____

Title of Preparer: _____

Date: _____

7.2 AFFIDAVIT

State of _____, County of _____

I, _____, being duly sworn, according to
(Name of Official)

law, depose and say that I am the _____,
(position)

of the above organization, and that the responses provided in the Bidder's Qualification Form, including any attachments thereto are true and correct to the best of my knowledge and belief.

Sworn and Subscribed _____
(Signature of Official)

to before me

this _____ day of _____, 20 ____.

Notary Public

END OF DOCUMENT

SWORN AFFIDAVIT

State of _____

County of _____

Date _____

_____ and its owner _____

have had no public or private bid defaults within the past five (5) years.

Title: _____

Print Name: _____

Signed and Sworn to this _____ day of _____, 2019

Notary

BID BOND

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

BIDDER (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

**Township of Upper Makefield
1076 Eagle Road
Newtown, PA 18940**

BID

Bid Due Date:
February 13, 2019
Description: 2019-20 Upper Makefield Township Grounds Maintenance

BOND

Bond Number: _____
Date (Not earlier than Bid due date): _____
Penal sum _____ \$ _____
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

SURETY

Bidder's Name and Corporate Seal (Seal)

Surety's Name and Corporate Seal (Seal)

By: _____
Signature

By: _____
Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder any difference between the total amount of Bidder's Bid and the total amount of the Bid of the next lowest, responsible Bidder who submitted a responsive Bid as determined by Owner for the work required by the Contract Documents, provided that:
 - 1.1 If there is no such next Bidder, and Owner does not abandon the Project, then Bidder and Surety shall pay to Owner the penal sum set forth on the face of this Bond, and
 - 1.2 In no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.
 - 1.3 Recovery under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.
12. **Any action filed under the bond must be commenced in the Bucks County Court of Common Pleas or the United States District Court for the Eastern District of Pennsylvania. This is a legal requirement and not subject to negotiation or change.**

END OF DOCUMENT

UPPER MAKEFIELD TOWNSHIP
2019-2020 TOWNSHIP GROUNDS MAINTENANCE
CONTRACT FORM

Upper Makefield Township
1076 Eagle Road
Newtown, PA 18940
215-968-3340

I. Contract Information

1. All envelopes containing Bids shall be clearly marked "Township Grounds Maintenance Bid Opening of February 13, 2019."
2. Sealed Bids shall be received on or before 10:00 a.m. on the above Opening date at the Township Building at 1076 Eagle Road Newtown, PA. 18940.
3. Bids will be opened and read at approximately 10:00 a.m. on the above Opening date at the Township Building at 1076 Eagle Road, Newtown, PA.
4. Contractor agrees to perform services for the Township in accordance with the cost or prices indicated on the Schedule of Prices and the Bid Specifications for Township Grounds Maintenance.
5. Contract shall expire: November 30, 2020.

II. Contractor's Certification

Proposal of:

(Name of Contractor)

(Address of Contractor)

(Service Business Location)

(Telephone Number and Fax Number)

(Email address)

It is hereby certified as follows:

1. The only person(s) having an interest in this proposal is/are: (list self & other interested persons).
2. None of the above persons are employees of the municipality.
3. This proposal is made without collusion with any other person, firm, or corporation.
4. All specifications referred to above herein have been examined by and agreed to by the Contractor. The Contractor understands and agrees that all grounds maintenance services shall be performed and provided in accordance with all the requirements of the Bid Specifications for Township Grounds Maintenance attached hereto and incorporated herein. The Contractor further understands and agrees that all work is payable in accordance with the requirements of said Bid Specifications and the Schedule of Prices attached hereto and incorporated herein.

This Agreement with Attachments hereto contains the entire understanding between the Township and Contractor. It may be modified only in writing signed by both parties, and is to be construed in accordance with the laws of Pennsylvania. The Township reserves the right to terminate this Agreement by giving Contractor thirty (30) days written notice.

IN WITNESS WHEREOF, the **Contractor** intending to be legally bound, has hereto set his hand and seal on the _____ day of _____, 2019.

(Contractor Name)

(Title)

SEAL

Attest: _____

Municipality:

To be executed upon acceptance of Contractor's Bid by majority vote of the Upper Makefield Township Board of Supervisors.

Date Accepted: _____

David R. Nyman, Township Manager

Attest: _____

INDEMNITY AGREEMENT

THIS INDEMNITY AGREEMENT, entered into this _____ day of _____, A.D., 20___, by and between _____, with offices at _____, PA (hereinafter collectively referred to as "**Indemnitor**") and the **TOWNSHIP OF UPPER MAKEFIELD**, a Township of the Second Class, with offices situated at 1076 Eagle Road, Bucks County, Pennsylvania 18944 (hereinafter referred to as "**Indemnitee**").

WHEREAS, Indemnitor has been awarded a contract by Indemnitee for services pursuant to approval granted on _____, 20___; and,

WHEREAS, Indemnitor desires to hold harmless Indemnitee from any claims as a result of that contract.

NOW, THEREFORE, in consideration of the foregoing promises and other valuable consideration, Indemnitor hereby agrees to indemnify, defend and save and hold harmless Indemnitee, its officers, employees, agents and appointees, their successors and assigns (collectively the "**Indemnified Party**") from actions, losses, damages, liabilities, costs and expenses (including reasonable attorneys fees and expenses, court costs, and costs of appeals), asserted against or incurred by the Indemnified Party by reason of or arising out of any personal injury or death or property damage which may arise due Indemnified Party by reason of or arising out of any personal injury or property damage which may arise due Indemnitor's performance of the contract as described above.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have hereunto set their hands and seals the day and year first above written.

Company Name

By: _____
Witness

By: _____
Title

UPPER MAKEFIELD TOWNSHIP

By: _____
David R. Nyman
Township Manager