

NOTICE

Sealed proposals will be received by Upper Makefield Township, 1076 Eagle Rd, Newtown, PA 18940 until 11:00 am on Monday, February 13, 2023 for maintenance of Township grounds for 2023-2024 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 www.uppermakefield.org and at the Upper Makefield Township Municipal Bldg, 1076 Eagle Rd, Newtown, PA 18940.

All proposals shall be on forms furnished by the Township and shall be clearly marked: Township Ground Maintenance Bid Opening of February 13, 2023. 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.

Township reserves the right to reject any and all bids, to eliminate any 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. The Township is responsible for payment of services rendered only and may, at any time, direct, limit or curtail any and all grounds maintenance services. Township may for any reason terminate all ground maintenance services hereunder by giving Contractor thirty (30) days written notice.

II. Grounds Maintenance Services:

Prior to bidding, all Bidders shall thoroughly familiarize themselves with the locations and grounds covered by these specifications and listed in the Schedule of Prices. Ground maintenance services are clarified below and noted in the Schedule of Prices. 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 includes root removal. Use of glyphosate is prohibited.
4. Annual edging and mulching of all landscape beds 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.
5. 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. Late spring or early summer dandelion/broad leaf/vine/weed control herbicide application of lawn, turf, grass areas at time and location at 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. Mid to late spring fertilization application of lawn, turf, and grass areas at time and location at 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. 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.
10. Streetscape along Route 532 in Washington Crossing, PA includes 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 and sitting area at 1250 General Washington Memorial Blvd.

III. 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 or private 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.

IV. 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.

V. Contract Duration:

The contract period is to begin upon execution of the contract and to terminate on November 30, 2024.

VI. 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.

VII. 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.

VIII. 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.

IX. 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.

X. 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.

XI. Responsible Bidder:

Any Bidders who have defaulted on a public or private 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. All bidders must submit a sworn affidavit indicating that they have disclosed any bid defaults.

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.

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.

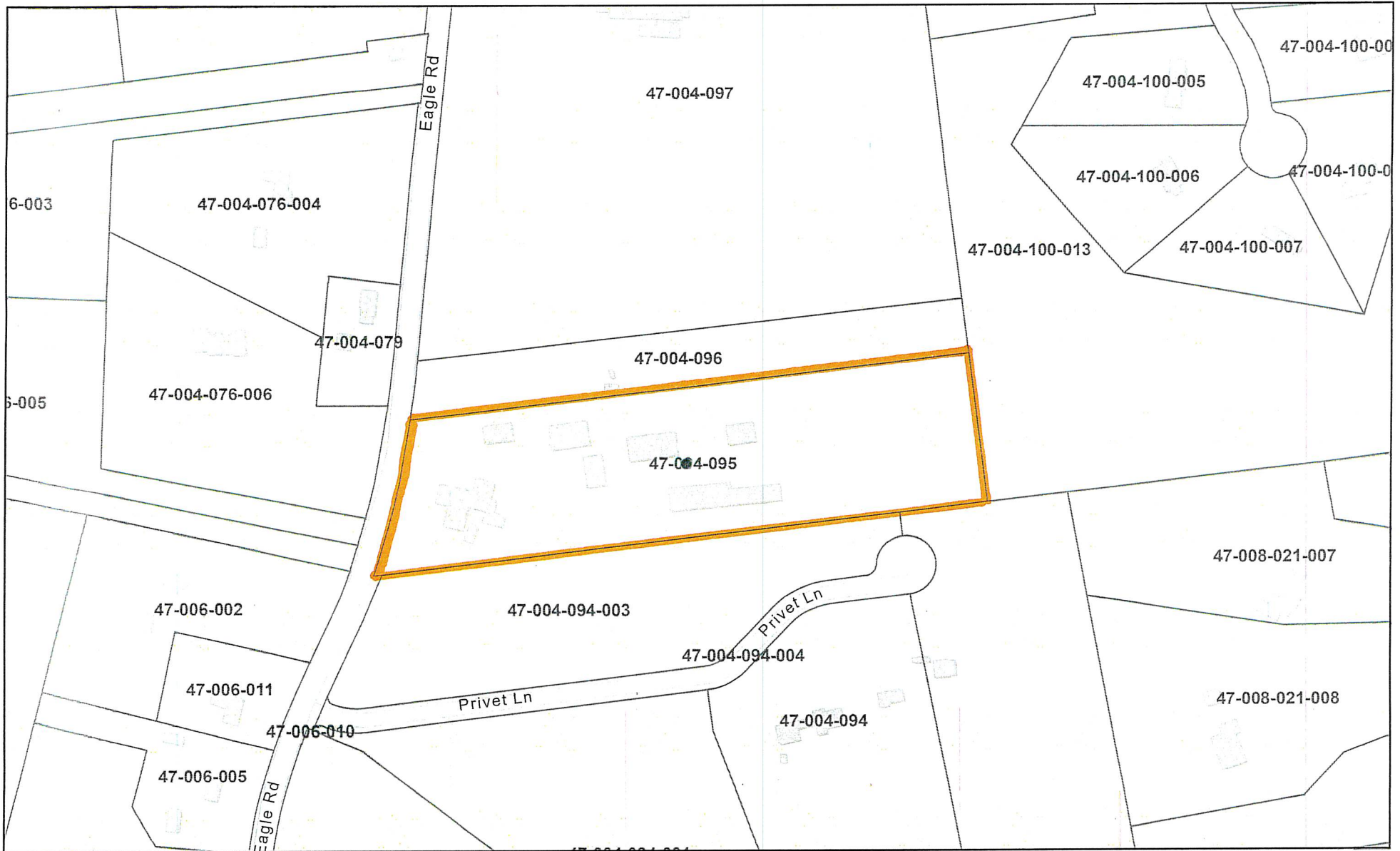
Schedule of Prices - 2023-2024

<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 of 3" caliper trunks or less per Penn State University standards & guidelines	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, when requested	1	\$	\$
Location 1 Total	n/a	n/a	\$
Location 2 - Lookout Park Grounds, 1565 River Road			
1. Mow all common areas and trails, except swale areas noted on attached diagram, & weed-wack around all equipment and benches	30	\$	\$
2. Mow the five (5) fields, when requested.	36	\$	\$
3. Aeration (Fields only), when requested	1	\$	\$
4. Weed 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 2 Total	n/a	n/a	\$
Location 3 - Brownsburg Park Grounds, 1455 River Road			
1. Mow all common areas (non-playing fields) except basins	30	\$	\$
2. Mow the six (6) fields. Five (5) fields have irrigation system installed.	36	\$	\$
3. Aeration (Fields only), when requested	1	\$	\$
4. Weed 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 3 Total	n/a	n/a	\$


Schedule of Prices - 2023-2024

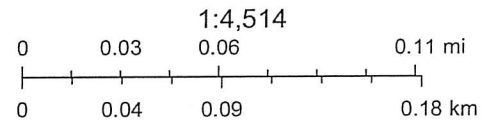
Location 4– Streetscape, Route 532, Washington Crossing				
1. Mulch around 3 planting islands		1		
2. Weed 3 planting islands, bench area and sitting area at 1250 Gen. Wash. Mem. Blvd including root removal		6		
3. Mulch & edge bench area at 1250 General Washington Memorial Blvd. with triple-ground, 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 4 Total		n/a	n/a	\$
Grand Total				
		n/a	n/a	\$

LOCATION 1 – TOWNSHIP MUNICIPAL COMPLEX



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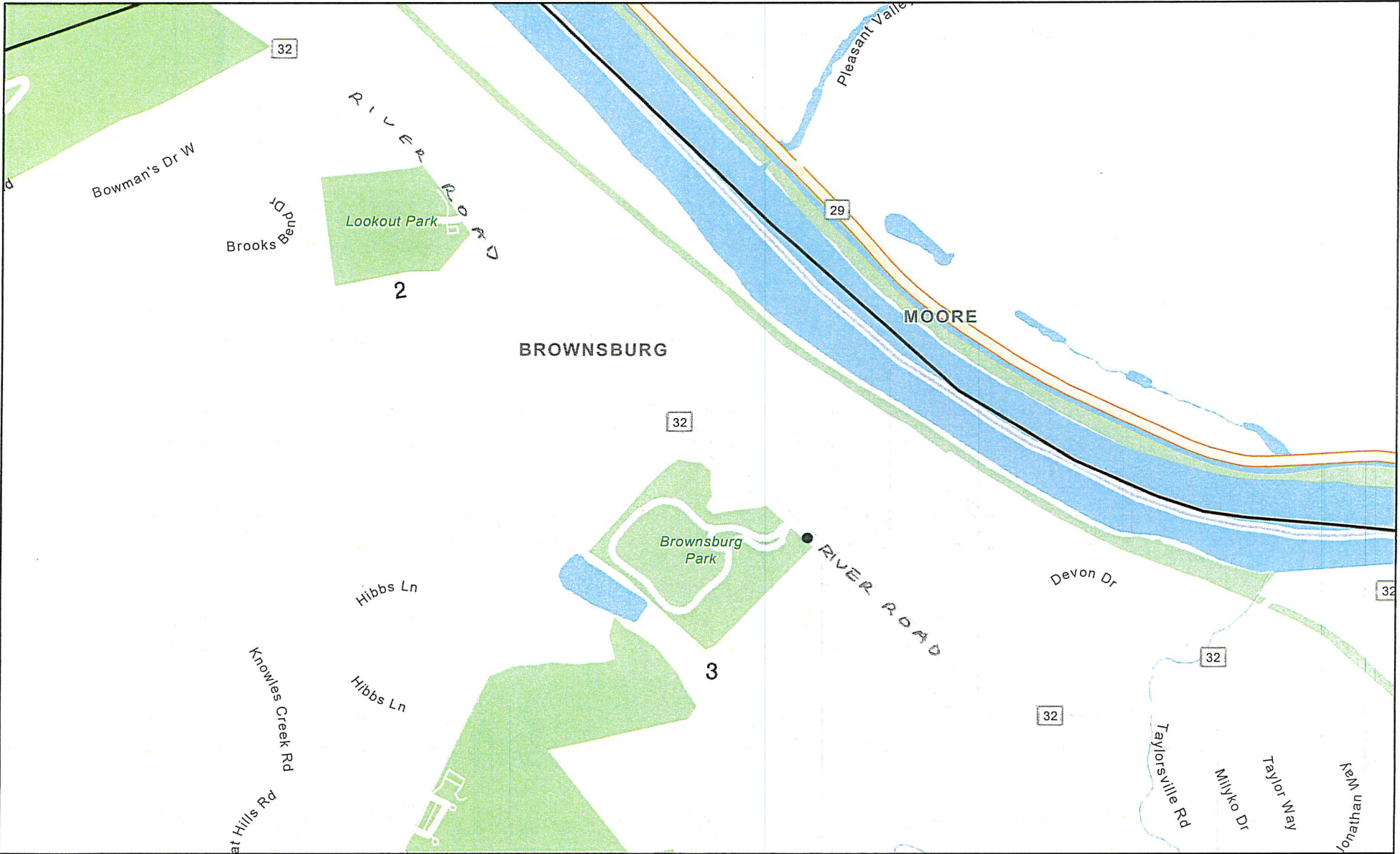
-  Municipal Boundary
-  Bucks County Parcels



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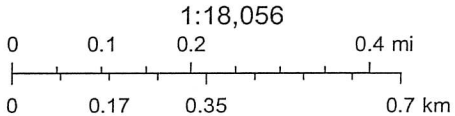
Bucks County

LOCATIONS 2 & 3 – LOOKOUT PARK, BROWNSBURG PARK



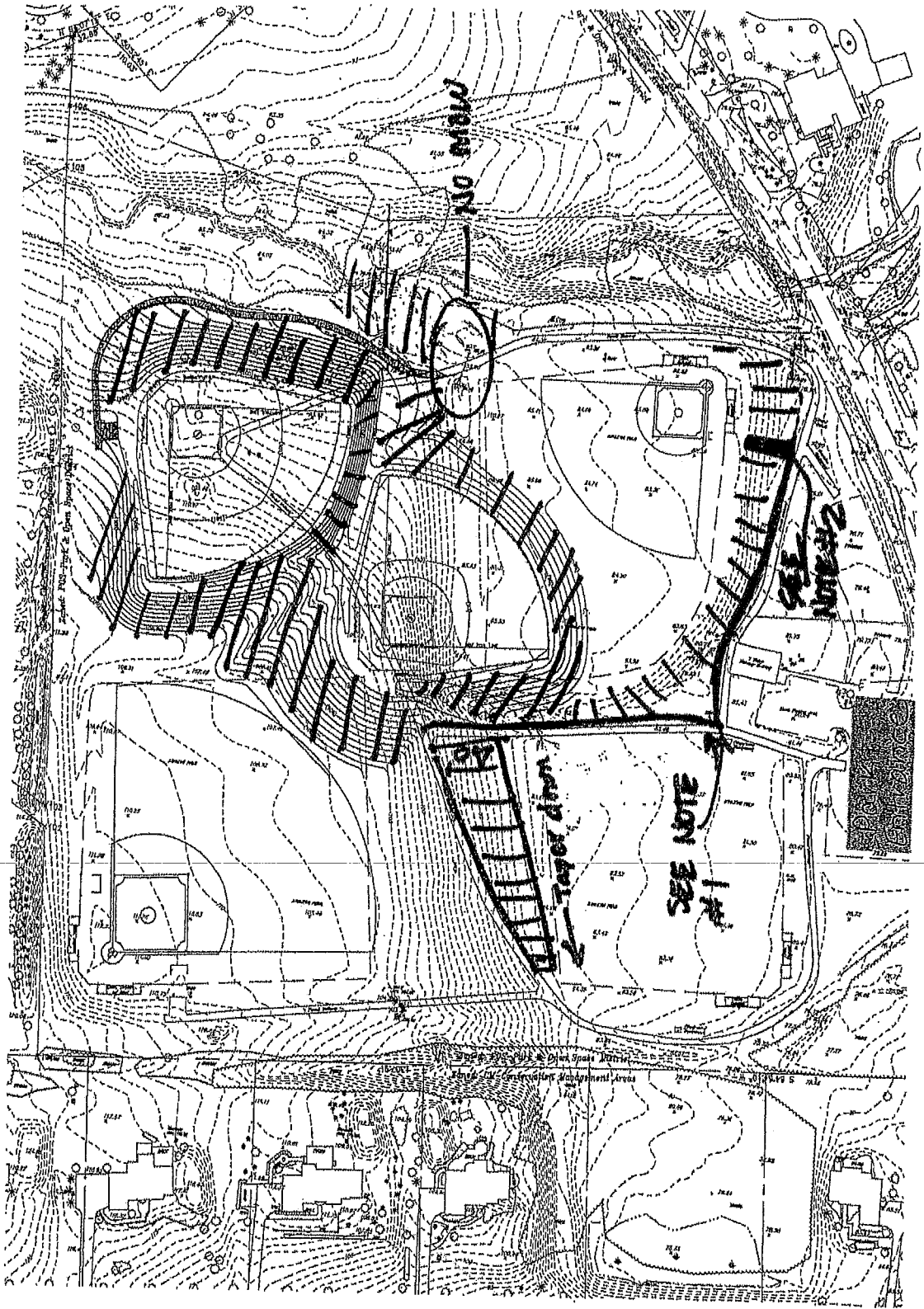
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 Municipal Boundary



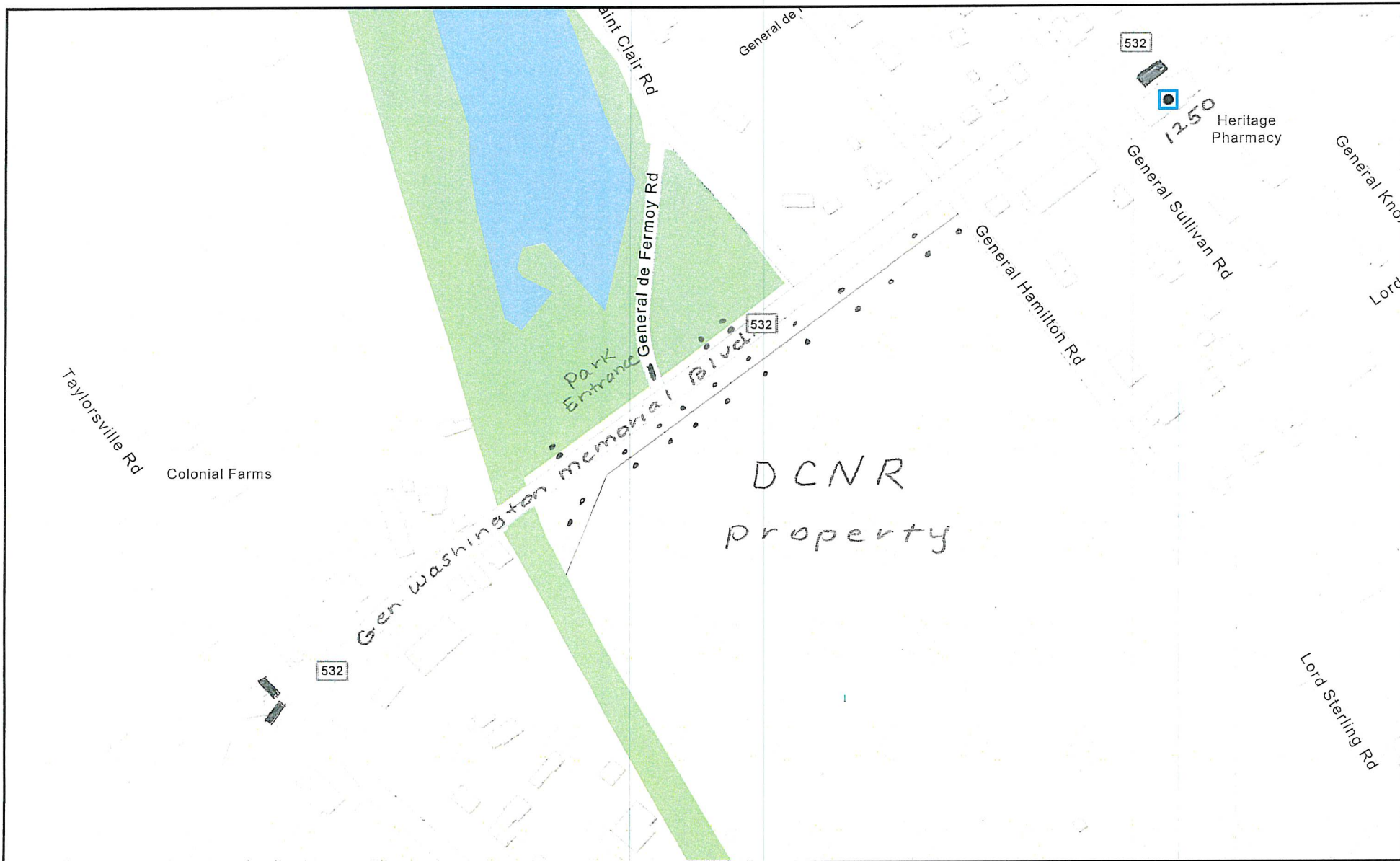
Esri Community Maps Contributors, Bucks County, PA, data.pa.gov, New Jersey Office of GIS, Esri, HERE, Garmin, SafeGraph, GeoTechnologies,

No Mow Swales
Lookout Park





• MOW ONE PASS ONLY
ADJACENT TO WALKWAY
PROVIDE ONE PASS WALKWAY TO BLEACHERS
Lookout Park
SWALE AREAS TO BE "NO MOW"
SECTIONS

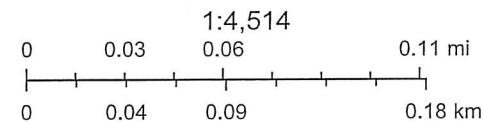
LOCATION 4 – STREETSCAPE



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 Municipal Boundary

 Trees
 Planting Beds/
Sitting Area



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Bucks County

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 2023-2024 Township Ground 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:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

3.4 If the Bidder is other than a corporation, describe the structure of your organization including date of initiation as a business and list the principals involved:

3.5 What portions of the work (i.e. trades work items, etc.) included in the proposed contract will be performed by subcontractors?

4. WORK HISTORY

4.1 Attach or list similar projects which your organization has completed in the past five (5) years.

4.2 Attach or list similar project which your organization now has in progress.

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

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

Client 1:

Client 2:

Client 3:

6. FINANCIAL STATEMENT

6.1 Attach a copy of a recent financial statement.

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 disclosed all public or private bid defaults that have occurred within the past five (5) years.

Title: _____

Print Name: _____

Signed and Sworn to this _____ day of _____, 20____

Notary

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 18940 (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

UPPER MAKEFIELD TOWNSHIP
2023-2024 TOWNSHIP GROUND 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 Ground Maintenance Bid Opening of February 13, 2023.
2. Sealed Bids shall be received on or before 11:00 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 11:00 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 Ground Maintenance.
5. Contract shall expire: November 30, 2024.

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 _____, 2023.

(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: _____