

**COUNCIL ROCK SCHOOL DISTRICT  
LANDSCAPING SERVICES  
BID No. 22-28**

**MARCH 2022**



**BID PACKAGE:**

- Advertisement
- Instruction to Bidders
- Vendor Form and W-9 Form
- Scope of Work
- Unit Price/Bid Forms
- Exhibits
  - All Schools and Ancillary Buildings
- Sample Agreement



**COUNCIL ROCK SCHOOL DISTRICT**  
**Administration & Business Office**  
30 North Chancellor Street  
Newtown, PA 18940

March 2022

**Advertisement:**

Bidders:

Attached herewith are instructions and proposal sheets for the submission of bid proposals for the provision of the following services to the Council Rock School District, Bucks County, Pennsylvania: **Landscaping Services**. All bid proposals are due on or before **1:00 PM, Thursday, April 14, 2022**. Please return two (2)-completed copy of your bid proposal in a sealed envelope clearly marked. **"SEALED BID – Landscaping Services Bid No. 22-28"**.

Donna Heverly  
Purchasing Department  
Council Rock School District  
30 North Chancellor Street  
Newtown, PA 18940

Council Rock School District is an equal opportunity education institution and will not discriminate on the basis of race, color, ethnicity, national origin, religion, ancestry, age, sex, sexual orientation, marital status, familial status or non-job-related disability in its activities, programs, contracts or employment practices.

For information regarding civil rights or grievance procedures, contact Dr. Susan Elliott at Council Rock Administration Offices, 30 North Chancellor Street, Newtown, PA 18940. For information regarding services, activities and facilities that are accessible to and usable by handicapped or disabled persons, contact Charles Lambert, Director of Special Services.

Notwithstanding anything contained herein expressly or implicitly to the contrary, the Council Rock School District reserves the right to reject any or all bid proposals submitted in response hereto. By submitting a bid proposal hereunder, a bidder acknowledges that this invitation for bid proposals does not constitute an offer to contract and, further, that no agreement between the Council Rock School District and any bidder shall be formed until and unless such agreement is reduced to a writing dated subsequent to the submission deadline for bids and in a form substantially similar to the Independent Contractor Agreement set forth below and signed by the President of the Board of the Council Rock School District.

Respectfully,  
**Council Rock School District**

*Douglas Taylor*

Doug Taylor, Assoc. AIA, AVS  
Director of Operational Services

COUNCIL ROCK SCHOOL DISTRICT  
30 North Chancellor Street  
Newtown, PA 18940

**Instruction to Bidders:**

1. Bidders are expected to examine the specifications and all instructions. Failure to do so will be at the bidders' risk. (When applicable, Bidders are expected to inspect the site and become familiar with the specifications, all measurements and other documents that would form part of the contract and requirements as necessary to satisfy themselves in regard to the character and amount of work required. Bids must be signed by an authorized officer or agent of the Bidding Company together with proof of corporate authority and corporate seal affixed to the last page of the bid.)
2. **There will be no pre-bid meeting**
3. Bidder shall furnish the information required by the Bid Form. The person signing the bid must initial erasures or other changes.
4. Unit Prices for each unit bid shall be shown and such price shall include all packing and shipping costs.
5. The Unit Price quoted shall be the net price for each item. If the bidder submits a discount for the award total contract or any part thereof, such discount will not be considered in making the Award of the Contract.
6. Quantities as listed on the specifications are the totals for all buildings of the Council Rock School District. However, when Award of the Contract is made in the form of Purchase Orders for supplies for each of the buildings of the school district and to be delivered to each of such buildings free of all charges for transportation.
7. The Contract to furnish the supplies will be awarded to the responsible bidder whose bid, conforming to these instructions, will be most advantageous to Council Rock School District, price and other factors considered.
8. When Contract and Purchase Orders are issued to the successful bidder, the Council Rock School District reserves the right to make an award on any item less than the quantity or more than the quantity bid upon at the unit price offered.
9. General Insurance Requirements:

All insurers and sureties underwriting Contractor's or any subcontractor's insurance and bonds must be licensed in the Commonwealth of Pennsylvania and have a minimum rating of "A" (financial strength rating) and "VII" (financial size category) in the latest edition of Best's Insurance Reports, unless otherwise approved by the DISTRICT. (Such insurers and sureties shall also meet such additional requirements and qualifications as may be set forth in the Supplementary Conditions.)

The Contractor shall not start work under this Contract until Contractor has obtained, at its own expense, all of the insurance called for hereunder and such insurance has been approved by the DISTRICT; nor shall Contractor allow any subcontractors to start work on any subcontract until all insurance required of the subcontractor has been so obtained and approved by the Contractor. Approval of insurance required of Contractor and subcontractors by the DISTRICT will be granted only after submission to the DISTRICT of original, signed certificates of insurance or, alternately, at

the DISTRICT's request, certified copies of the required insurance policies. Approval of insurance required shall not be unreasonably withheld.

Contractor shall require all subcontractors to maintain, during the term of this agreement, commercial general liability insurance, business auto liability insurance and workers' compensation and employers' liability insurance in the same manner as specified for Contractor. Contractor shall furnish subcontractor's certificates of insurance to the DISTRICT immediately upon request.

All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation, non-renewal, material change or reduction in coverage until sixty (60) days prior written notice has been given to the DISTRICT.

Each insurance policy required by this Contract, except for the workers' compensation policy, shall contain the following clause:

"The DISTRICT, its board members, employees, agents, officials and volunteers are hereby added as additional insureds as respects the operations and activities covered by this policy."

Any insurance maintained by the DISTRICT shall apply in excess of the insurance required by this Contract.

No acceptance and/or approval of any insurance by the DISTRICT shall be construed as relieving or excusing Contractor, or the surety, or its bonds, from any liability or obligation imposed upon either or both of them by the provisions of the Contract.

#### **CONTRACTOR'S INSURANCE**

Contractor shall secure and maintain, at its own expense, the following insurance:

Commercial general liability insurance which insures against claims for bodily injury and property damage arising out of or in connection with any operations or work under the Contract Documents whether such operations be by Contractor, its employees or subcontractors or their employees. The policy shall provide minimum limits of coverage as follows:

\$1,000,000 combined single limit - each occurrence  
\$2,000,000 general aggregate  
\$2,000,000 products/completed operations aggregate

Any aggregate limit shall apply per project and per location.

This insurance shall name the DISTRICT, its board members, employees, agents, officials and volunteers as additional insureds in accordance with Article 6A above. The commercial general liability policy shall afford coverage for explosion, collapse and underground hazards, contractual liability and liability arising from independent contractors. Products and completed operations insurance shall be maintained for two years after completion of the Project.

Business auto liability insurance that insures against bodily injury and property damage claims arising out of the maintenance, use or operation of any "auto". The minimum limit shall be a combined single limit of \$1,000,000 per accident. This policy shall include the Motor Carrier Act endorsement if applicable.



Workers' compensation insurance and employers' liability insurance which satisfies Contractor's legal obligation to its employees in the states in which they operate on the District's behalf. In any event, employers' liability insurance shall be secured by Contractor with minimum limits of \$100,000 per employee for bodily injury by accident, \$100,000 per employee for bodily injury by disease and a \$500,000 aggregate policy limit for bodily injury by disease. Coverage for Pennsylvania benefits must be specifically referenced on certificates and certified policies provided to the DISTRICT

10. Brand names as used in the specifications, or catalog numbers from a designated supplier, are intended to be descriptive, but not restrictive, and are used to indicate the quality and characteristics of the item unless otherwise specified. When an item is bid that is not exactly as specified, the brand name and catalog number shall be given and the description of the item must appear in the vendors catalog under the brand name and catalog specified. A copy of the vendor's catalog must be included with the bid. It is the responsibility of the vendor to demonstrate the compliance of the said item.
11. Where samples for specific items are required with the bid, these items are stipulated on the pages of the detailed specifications. If further sampling is deemed necessary, the bidder will be required to furnish the sample upon request. All samples must be plainly marked with the name of the bidder and the item number the sample represents. The bidder must prepay all charges for transportation for such samples, including drayage.
12. The Non-Collusion Affidavit as attached must be executed by the member, officer or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
13. Bids and modifications or withdrawals thereof received after the time set for the bid opening of same will not be considered.
14. A successful bidding contractor will carry out all work in strict accordance with specifications as approved and accepted by the Council Rock School District and any work not conforming will be reinstated or replaced at the contractor's expense.
15. All bids must conform to the specifications as listed; however, the Board reserves the right to waive any and all failures to meet specifications.
16. The privilege is reserved to the School District to reject any materials furnished, which are not in strict compliance with the requirements of the specifications.
17. The vendor shall bring to the attention of the district any discrepancies or omissions noted on the specifications and all pertinent documents.
18. The Contractor is responsible for providing the custodial services required to dust, clean, wax and buff the work area and return it to its original condition of cleanliness.
19. All debris shall be removed from the premises immediately following completion of the work and disposed of in accordance with all Local, State, and Federal regulations.
20. Every precaution shall be made to protect the building and grounds during the course of the work. If damage is caused by the Contractor, the Contractor and his insurance must remedy the damage at no cost to the Council Rock School District.

21. The School District will accept deliveries of supplies during the weekdays, Monday through Friday, between the hours of 8:00AM and 3:00PM. NO DELIVERIES SHALL BE MADE ON SATURDAYS OR SUNDAYS.
22. The School District reserves the right to change, increase, or reduce the work as necessary and in such event shall notify the contractor in writing, provided suitable adjustment is made in the original contract price.
23. Pursuant to 62 Pa.C.S.A. §3701, the Contractor agrees as follows:
  1. In the hiring of employees for the performance of Work under the Contract or any subcontract, no Contractor, subcontractor or any person acting on behalf of the Contractor or subcontractor shall by reason of gender, race, creed or color discriminate against any citizen of this Commonwealth who is qualified and available to perform the Work to which the employment relates.
  2. No Contractor or subcontractor or any person on their behalf shall in any manner discriminate against or intimidate any employee hired for the performance of work under the Contract on account of gender, race, creed or color.
  3. The Contract may be canceled or terminated by the District, and all money due or to become due under the Contract may be forfeited for a violation of the terms or conditions of that portion of the Contract.
24. HUMAN RELATIONS ACT - The Contractor acknowledges application of the Pennsylvania Human Relations Act, 43 P.S. 951, et seq., prohibiting discrimination based on race, color, ethnicity, national origin, religion, ancestry, age, sex, sexual orientation, marital status, familial status or non-job-related disability, by employers, employment agencies, labor organizations, contractors and others. The Contractor shall comply with the provisions of the Act, as amended, which is hereby made a part of these specifications.
25. STANDARD OF QUALITY - The various materials and products specified in the specifications by name or description are given to establish a standard of quality and of cost for bid purposes. It is not the intent to limit the acceptance to any one material or product specified, but rather to name or describe it as the absolute minimum standard that is desired and acceptable. A material or product of lesser quality would not be acceptable. Where proprietary names are used, whether or not followed by the words "or an approved equal", they shall be subject to equals only as approved by the architect and/or engineers.
26. The Board of School Directors of the Council Rock School District reserves the right to make award by items, classes, groups of items or as a whole, to reject any or all bids and to waive technicalities or formalities in their execution and filling if deemed advantageous for the Council Rock School District. The School Board also reserves the right to reject any or all material furnished which, in their opinion, is not in strict compliance and conformity with the requirements of the specifications. The bidder, at his own expense must remove and replace any article so rejected by the Board.
27. In accordance with Act 3 of the 1978 General Assembly of the Commonwealth of Pennsylvania, if any steel or steel products are to be used or supplied in the performance of this Contract, only those produced in the United States as defined therein shall be used or supplied in the performance of the contract or any subcontracts thereunder. In accordance with Act 161 of 1982, cast iron products shall also be included and produced in the United States. Act 141 of 1984 further defines "steel products" to include machinery and equipment. The act also provides clarifications and penalties.

28. Contractor will operate within the policies of the District and the goals, policies and procedures now or at some date established or approved by the District's administration with regard to the safety of pupils, the security of the District's grounds and buildings and the District's operations generally. Contractor shall maintain a current Child Abuse History Clearance as provided by the Pennsylvania Department of Public Welfare (Act 111), provide a satisfactory criminal history background check (Act 34 PA), and FBI fingerprinting clearance (Act 114) to the District for each individual engaged by Contractor to provide services who will come in direct contact with children in providing such services, including Contractor.
29. All workmen employed by the Contractor shall be competent and first class workmen, duly skilled in their respective branches of labor.
30. Bidder shall submit a Bid Bond in the amount of ten (10) percent of the total bid or a certified, bank cashier's or treasurer's check in the amount of five (5) percent of the total bid.
31. If this Bid or any portion thereof is accepted within one hundred twenty (120) calendar days from the date of opening, the successful bidder agrees to furnish all of the items upon which the prices are quoted, at the set price opposite each item, delivered to the building which will be designated on the Award of bid and Purchase Orders, with the time specified.

**Council Rock School District  
30 North Chancellor Street  
Newtown, PA 18940**

**INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT**

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Anti Bid-Rigging Act, 62 Pa.C.S.A. § 4501 et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.
2. The member, officer or employee of the bidder who makes the final decision on prices must execute this Non-Collusion Affidavit and the amount quoted in the bid.
3. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids is unlawful and may be subject to criminal prosecution. The person who signed the affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the Bid.
4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.
5. The term “complementary bid” as used in the Affidavit has the meaning commonly associated with the term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
6. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.

Council Rock School District  
30 North Chancellor Street  
Newtown, PA 18940

NON-COLLUSION AFFIDAVIT

State of \_\_\_\_\_ :  
\_\_\_\_\_ : S.S.  
County of \_\_\_\_\_ :

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

I state that:

1. The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
2. Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder and they will not be disclosed before bid opening.
3. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
5. \_\_\_\_\_, its affiliates, subsidiaries, officers directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that \_\_\_\_\_ (Name of Firm) understands and acknowledges that the above representations are material and important, and will be relied on by Council Rock School District in awarding the contract(s) for which this bid is submitted. I understand that my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Council Rock School District of the true facts relating to the submission for this contract.

\_\_\_\_\_  
(Names and Company Position)

SWORN TO AND SUBSCRIBED

BEFORE ME THIS \_\_\_\_\_ DAY  
of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_

# COUNCIL ROCK SCHOOL DISTRICT

## VENDOR INFORMATION FORM

TAX ID#, EIN or Social Security Number:

Company Name:

Company Billing Address (Remit to):

Company Web Address:

Phone Number (sales,accounts  
receivable, or customer service):

Fax Number (sales,accounts receivable,  
or customer service):

E-mail address (sales,accounts  
receivable, or customer service):

Electronic Funds Transfer (EFT):

☐ YES ☐ NO

Bank Information for EFT:

Routing Number for EFT:

Bank Account Number for EFT:

Bank Account Type for EFT:

☐ Checking Account  
☐ Savings Account

Signature:

Printed Name:

Title:

# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see Instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see Instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See Instructions.	Requester's name and address (optional)
6 City, state, and ZIP code.		
7 List account number(s) here (optional)		

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-					
or									
Employer identification number									
				-					

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►
-----------	----------------------------	--------

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



**Landscaping Services  
Bid No. 22-28**

**SCOPE OF WORK**

**1.0 Purpose:**

The purpose of this specification is to describe the requirements for Landscaping Services within the Council Rock School District (CRSD).

**Contractors will be performing Landscaping Services at each building main entrance area and school identification signage (As identified on the Attached Exhibits). No other work to school grounds will be addressed as a part of this contract.**

The scope of this specification includes, but is not limited to the following facilities:

- a. **CR High School-North**  
62 Swamp Road - Newtown, PA, 18940  
See Exhibit LS-CRHSN-1 and 2
- b. **CR High School-South**  
2002 Rock Way - Holland, PA, 18966  
See Exhibit LS-CRHSS-1 and 2
- c. **Holland Middle School**  
400 E. Holland Road, Holland, PA, 18966  
See Exhibit LS-HMS-1 and 2
- d. **Newtown Middle School**  
116 Richboro Road, Newtown, PA, 18940  
See Exhibit LS-NMS-1 and 2
- e. **Churchville Elementary School**  
100 New Road, Churchville, PA, 18966  
See Exhibit LS-CES-1 and 2
- f. **Goodnoe Elementary School**  
298 Frost Lane, Newtown, PA 18940  
See Exhibit LS-GES-1 and 2
- g. **Hillcrest Elementary School**  
420 E. Holland Road, Holland, PA, 18966  
See Exhibit LS-HCES-1 and 2
- h. **Holland Elementary School**  
597 Beverly Road, Holland, PA, 18966  
See Exhibit LS-HES-1 and 2

- i. **MM Welch Elementary School**  
750 New Road, Churchville, PA, 18966  
See Exhibit LS-MMWES-1
- j. **Newtown Elementary School**  
1 Wrights Road, Newtown, PA, 18940  
See Exhibit LS-NES-1 and 2
- k. **Richboro Elementary School**  
125 Upper Holland Road, Richboro, PA, 18954  
See Exhibit LS-RES-1 and 2
- l. **Rolling Hills Elementary School**  
340 Middle Holland Road, Holland, PA, 18966  
See Exhibit LS-RHES-1 and 2
- m. **Sol Feinstone Elementary School**  
1090 Eagle Road, Newtown, PA, 18940  
See Exhibit LS-SFES-1 and 2
- n. **Wrightstown Elementary School**  
729 Penns Park Road, Wrightstown, PA, 18940  
See Exhibit LS-WES-1 and 2
- o. **Chancellor Center (Administration Building)**  
30 North Chancellor Street, Newtown, PA, 18940  
See Exhibit LS-CC-1 and 2

Council Rock Schools are located in five different municipalities within 72 square mile boundaries: Northampton Township, Newtown Township, Newtown Borough, Wrightstown Township, and Upper Makefield Township.

## **2.0 Contract**

A Contract will be issued to the most qualified low bidder(s). The terms of the Contract are identical to the Terms and Conditions of the Contract indicated at the beginning of this bid.

### **2.1 Contract Period**

The contract period for this work shall be firm and fixed. The work period for this contract is as follows and site must be completed in accordance with the timelines outlined in the bid documents. NOTE: This bid is for a three (3) year contract. The Council Rock School District reserves the right to cancel the contract at any time for its convenience upon thirty (30) days written notice to the contractor.

<b>Year 1</b> - Summer/Fall:	May 1, 2022 through December 30, 2022
<b>Year 2</b> - Summer/Fall:	May 1, 2023 through December 30, 2023
<b>Year 3</b> - Summer/Fall:	May 1, 2024 through December 30, 2024

## **2.2 Contract Pricing**

This Contract is a combination of Firm Fixed Pricing and Unit Pricing. The Unit Pricing will include the cost of labor.

## **3.0 Contract Staffing**

The contractor shall provide sufficient staffing, equipment, and supervision to accomplish this work. Council Rock School District reserves the right to request that workers be replaced if it is determined that the contractor does not have sufficient skills, training or experience to perform the required service.

## **4.0 Work and/or Equipment Provided by Council Rock School District**

Council Rock School District will not provide any labor, materials or equipment to the contractor for any work under this contract.

## **5.0 Ordering Officer:**

The Council Rock School District Ordering Officer is the individual responsible for ordering the work detailed under this contract. Work performed at the direction of others will not be paid for.

For this contract, the following individuals are designated as Ordering Officers:

Primary:	<b>Mike Citara, CRSD Grounds Lead</b> Mobile 215-421-2301
1 <sup>st</sup> Alternate:	<b>Tom Crow, CRSD Property Services Manager</b> Office 215-944-2903 Mobile 215-416-3209
2 <sup>nd</sup> Alternate	<b>Doug Taylor, CRSD Director of Operational Services</b> Office 215-944-1015 Mobile 267-372-1851

Other contact numbers in CRSD Maintenance (Christine DiEgidio - 215-944-1016)

## **6.0 Insurance.**

All insurers and sureties underwriting Contractor's or any subcontractor's insurance and bonds must be licensed in the Commonwealth of Pennsylvania and have a minimum rating of "A" (financial strength rating) and "VII" (financial size category) in the latest edition of Best's Insurance Reports, unless otherwise approved by the DISTRICT. (Such insurers and sureties shall also meet such additional requirements and qualifications as may be set forth in the Supplementary Conditions.)

The Contractor shall not start work under this Contract until Contractor has obtained, at its own expense, all of the insurance called for hereunder and such insurance has been approved by the DISTRICT; nor shall Contractor allow any subcontractors to start work on any subcontract until all insurance required of the subcontractor has been so obtained and approved by the Contractor. Approval of insurance required of Contractor and subcontractors by the DISTRICT will be granted only after submission to the DISTRICT of original, signed certificates of insurance or, alternately, at the DISTRICT's request, certified copies of the required insurance policies. Approval of insurance required shall not be unreasonably withheld.

Contractor shall require all subcontractors to maintain, during the term of this agreement, commercial general liability insurance, business auto liability insurance and workers' compensation and employers'

liability insurance in the same manner as specified for Contractor. Contractor shall furnish subcontractor's certificates of insurance to the DISTRICT immediately upon request.

All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation, non-renewal, material change or reduction in coverage until sixty (60) days prior written notice has been given to the DISTRICT.

Each insurance policy required by this Contract, except for the workers' compensation policy, shall contain the following clause:

"The DISTRICT, its board members, employees, agents, officials and volunteers are hereby added as additional insureds as respects the operations and activities covered by this policy."

Any insurance maintained by the DISTRICT shall apply in excess of the insurance required by this Contract.

No acceptance and/or approval of any insurance by the DISTRICT shall be construed as relieving or excusing Contractor, or the surety, or its bonds, from any liability or obligation imposed upon either or both of them by the provisions of the Contract.

#### **CONTRACTOR'S INSURANCE**

Contractor shall secure and maintain, at its own expense, the following insurance:

Commercial general liability insurance which insures against claims for bodily injury and property damage arising out of or in connection with any operations or work under the Contract Documents whether such operations be by Contractor, its employees or subcontractors or their employees. The policy shall provide minimum limits of coverage as follows:

\$1,000,000 combined single limit - each occurrence  
\$2,000,000 general aggregate  
\$2,000,000 products/completed operations aggregate

Any aggregate limit shall apply per project and per location.

This insurance shall name the DISTRICT, its board members, employees, agents, officials and volunteers as additional insureds in accordance with Article 6A above. The commercial general liability policy shall afford coverage for explosion, collapse and underground hazards, contractual liability and liability arising from independent contractors. Products and completed operations insurance shall be maintained for two years after completion of the Project.

Business auto liability insurance that insures against bodily injury and property damage claims arising out of the maintenance, use or operation of any "auto". The minimum limit shall be a combined single limit of \$1,000,000 per accident. This policy shall include the Motor Carrier Act endorsement if applicable.

Workers' compensation insurance and employers' liability insurance which satisfies Contractor's legal obligation to its employees in the states in which they operate on the District's behalf. In any event, employers' liability insurance shall be secured by Contractor with minimum limits of \$100,000 per employee for bodily injury by accident, \$100,000 per employee for bodily injury by disease and a \$500,000 aggregate policy limit for bodily injury by disease. Coverage for Pennsylvania benefits must be specifically referenced on certificates and certified policies provided to the DISTRICT

## **7.0 Breach of Contract/Termination**

Failure to perform according to the terms of this contract at the times and manner specified shall be considered breach of contract and shall be just cause of termination. Council Rock School District shall be the sole judge of the facts surrounding this clause and the determinations made there under.

In the event of breach of contract, the Grounds Lead, Property Services Manager, or Director of Operations shall give verbal notice. The contractor will then be required to perform within a reasonable time. "Reasonable time" may vary depending on the nature of the breach and road and weather conditions. In the event that you still do not (for whatever reason) perform your duties in the time stated, CRSD shall have the following options

- a. Terminate the contract: CRSD may terminate the contract by sending you a written notice following a verbal notice stating the reason for termination. You will be paid for all work which is satisfactorily done by that time,
- b. Substitution: We may hire a substitute contractor to perform the work required under the contract.
- c. CRSD may also seek other legal remedies available to enforce this contract.

## **8.0 Supervision and Control.**

The Contractor has the right and duty to supervise and control your personnel and equipment. CRSD has the right to inspect landscaping operations and notify the Contractor of any problems, errors, lack of performance, or non-performance.

## **9.0 Hold Harmless.**

The Contractor agrees to hold Council Rock School District harmless from liability arising out of injuries or damage caused while performing the services under this contract.

## **10.0 Invoicing**

All invoices must include detail of the work performed including dates, locations and hours. Invoices shall be forward (one original and two copies to):

**Attention: Business Office**  
Council Rock School District  
Chancellor Center  
30 North Chancellor Street  
Newtown, PA 19440  
Email: [vendorinvoice@crsd.org](mailto:vendorinvoice@crsd.org)

**Copy to:** **Christine DiEgidio**  
Council Rock School District  
Chancellor Center  
30 North Chancellor Street  
Newtown, PA 19440  
Email: [cdiegidio@crsd.org](mailto:cdiegidio@crsd.org)

## **11.0 Quality Assurance**

The contractor shall:

- a. Engage only certified, trained, skilled and experienced staff properly trained to ensure that all services provided under this contract are expeditiously and safely completed.
- b. The contractor shall maintain sufficient service vehicles and trained personnel to ensure completed performance of this contract during the specified periods.
- c. **No subcontracting is permitted.**

## **12.0 Field Measurements**

It is the contractor's responsibility to verify all measurements and quantities for this contract.

***For new planting beds or enlargement of existing planting beds:*** If a planting bed size is increased or reduced from the graphic representation shown on the attached exhibits, the credit or additional cost

for the planting bed modifications will be based upon the unit price for sod removal and planted bed preparations. Reference the Bid Forms for additional information.

***For additional or a reduction in plants:*** If a planting bed size is increased or reduced from the graphic representation shown on the attached exhibits, the credit or additional cost for the plants will be based upon the unit price for additional plantings. Reference the Bid Forms for additional information.

**Do not perform any additional work without prior authorization from CRSD.**

### **13.0 Submittals**

The contractor shall submit the following:

- a. Contract
- b. Certificate of Insurance
- c. Vendor Form and W-9 Form
- d. All background checks as described in the Terms and Conditions, including but not limited to:
  - a. PA State Police Background
  - b. Child Abuse Background
  - c. FBI Fingerprinting Background
  - d. I-9 Form

### **14.0 Details of the Work**

**Contractor's services will be used within the timelines listed under paragraph 2.1. The Council Rock School District will be performing all other site care beyond the flower beds assigned under this contract..**

- a. The Contractor shall provide all necessary labor, materials, equipment, fuel, repairs and management services for landscaping services within CRSD as described herein. All services shall be in such a manner as to be in compliance with all applicable state, county and municipal requirements and regulations. The Contractor is an independent entity and not an employee or agent of the School District. The contractor is required to have and show proof of liability insurance and worker's compensation insurance.
- b. Landscaping services shall include professional care of designated flowerbeds and shrubbery including, weed control (no use of chemicals is permitted), cut edging with spade or similar, mulching (1.5" - 3" topping annually – New beds minimum of 3" topping), minor trimming of shrubs and trees within beds and seasonal plantings and removal of same at end of each season. Note: Year 1 services may require the expansion or establishment of planting beds for the plantings shown on the exhibits. All beds expanded or established in Year 1 must be maintained through the 3-Year Agreement period, unless noted otherwise on the Exhibits and Bid Forms
- d. Landscaping services shall be started within one week of the designated start dates and must be closely coordinated with the CRSD Grounds Manager (Mike Citara) or Property Services Manager (Tom Crow). It is not at the contractor's discretion when landscaping services should commence – seasonal start/finish dates are included in the bid package. All work must take place when staff and students are not actively entering or exiting the school buildings (before or after student pick-up, weekends or holidays. A schedule of planned visits including all schools, start/finish dates and durations must be provided in advance. All plantings and associated work must be completed within one week of the planting start dates listed in the bid documents.
- e. A list of proposed planting and quantities for each school must be provided in advance of the planned work. Plant size to be a minimum of 4"-6" pots typical and watering as required to establish plantings by Contractor. The Contractor is not permitted to use the Owners water.

Contractor to provide water via portable watering tank/vehicles. All hoses, tools, vehicles, etc. are to be provided by the Contractor. No hoses can remain on site at the end of each work day and no overnight watering is permitted – water in morning before the plantings are exposed to sun and warm temperatures. The use of district owned equipment is not permitted.

- f. The Contractor is responsible to repair, replace, or shall be charged for any damage to CRSD property and/or equipment caused by the Contractor's landscaping equipment. Any dirt on lawn areas, sidewalks or paved surfaces must be removed by the Contractor in a timely fashion.
- g. The Contractor shall furnish with each separate piece of equipment, capable licensed drivers in sufficient numbers as to operate the equipment efficiently. He shall furnish additional drivers to relieve the regular drivers when extended periods of work require.
- h. The equipment, before being accepted for actual work, must be in proper mechanical condition and fully equipped as required, for efficient operation; must be properly registered and insured in accordance with the laws of the Commonwealth of Pennsylvania and be equipped with accessories as required to meet the scope of work.
- i. Do not remove any existing plantings without review and approval with the districts primary contacts listed in the bid documents.

#### **15.0 Requirements at Specific Locations:**

See attached exhibits for approximate size of planting beds and quantity of plantings at specific locations. The planting list for each season includes, but are not limited to the following. Contractor is required to submit a planting plan (color coded by plant type for each site accompanied by a plant list, quantities and locations plan (plan to be approved by the district prior to ordering seasonal plants and placing in beds). A flowerbed with tiered planting heights is preferred. Variations in plant types will be considered but must be approved by the CRSD. For substitution requests please submit a plant name and common name, photo of the proposed flower, hardiness, size and spacing. All plantings shall flower for the complete season.

##### **Summer Plantings-Set 1 (May-September):**

- a. Vinca

##### **Fall Plantings-Set 2 (October-December [Pansies through April of following year]):**

- a. Mums
- b. Add a mix of pansies to provide color into following spring (April)

#### **Work includes, but is not limited to:**

1. Submit the planting submittal package to the district for review and approval by no later than March 15 of each year for review and approval by the district. No plantings should be ordered until the submittal process is completed. Allow sufficient time for this process so plants can be procured by the mid May planting date.
2. **Summer Plantings – Set 1 Plantings**
  - a. Planting of summer flowers (**Set 1** – Plant and prepare flower beds by no later than May 25 each spring: Plants to be maintained through September 30 each fall).
3. **Fall Plantings – Set 2 Plantings**
  - a. Set 1 Plantings to be removed and disposed of starting Oct 1 and replaced with Set 2 plants. Set 2 Plants to be maintained through December each year or at end of growing season after heavy frost. Dispose of spent plants and restore planting beds. Set 2 Pansies to remain to provide color in the planting beds



through April of the following year when the beds will be planted with Set 1 Plantings.

4. Water all new plantings each season until established (minimum two weeks pending weather conditions). Supplemental watering after the two-week establishment period (Mid-June through August 1) will be the responsibility of the Contractor.
5. All plants and debris to be disposed of offsite by the Contractor and mulch beds repaired until next planting season. All sod, plant trimmings, removed plantings, soils, cut edging, etc. to be legally disposed of off-site by the Contractor.
6. Beds to be mulched summer and spring each year (1.5" - 3" depth annually)
7. Minor trimming of the shrubs within the planting areas to be professionally trimmed and shaped. Minor trimming to be performed annually.
8. Contractor shall return monthly to maintain beds (weed control [no chemicals], edging clean up, watering if needed, etc.
9. Clean all sidewalks, parking lots, driveways, etc. upon the completion of the work. Do not park vehicles within bus lanes, loading docks, or other areas as directed by the district.

**Council Rock School District**  
**Landscaping Services**  
**Bid No. 22-28**

**YEAR 1 – 2022-2023**

**CONTRACTOR NAME:** \_\_\_\_\_

Note: Contractors are required to submit a bid for all school facilities listed below. The CRSD reserves the right to award individually or as a single bid for all buildings if the sum of the entire bid package is less than the low bid of the individual bids when combined. Reference Scope of Work for the detailed work and timing of the seasons listed below.

<b><u>SCHOOLS</u></b>	<b><u>COLUMN 1 PRICING</u></b>		<b><u>COLUMN 2 PRICING</u></b>	
CRHS North	Spring/Summer 2022	\$ _____	Fall/Winter 2022/23	\$ _____
CRHS South	Spring/Summer 2022	\$ _____	Fall/Winter 2022/23	\$ _____
Holland MS	Spring/Summer 2022	\$ _____	Fall/Winter 2022/23	\$ _____
Newtown MS	Spring/Summer 2022	\$ _____	Fall/Winter 2022/23	\$ _____
Churchville ES	Spring/Summer 2022	\$ _____	Fall/Winter 2022/23	\$ _____
Goodnoe ES	Spring/Summer 2022	\$ _____	Fall/Winter 2022/23	\$ _____
Hillcrest ES	Spring/Summer 2022	<b><u>\$Not Applicable</u></b>	Fall/Winter 2022/23	\$ _____
Holland ES	Spring/Summer 2022	\$ _____	Fall/Winter 2022/23	\$ _____
MM Welch ES	Spring/Summer 2022	\$ _____	Fall/Winter 2022/23	\$ _____
Newtown ES	Spring/Summer 2022	\$ _____	Fall/Winter 2022/23	\$ _____
Richboro ES	Spring/Summer 2022	\$ _____	Fall/Winter 2022/23	\$ _____
Rolling Hills ES	Spring/Summer 2022	\$ _____	Fall/Winter 2022/23	\$ _____
Sol Feinstone	Spring/Summer 2022	\$ _____	Fall/Winter 2022/23	\$ _____
Wrightstown	Spring/Summer 2022	\$ _____	Fall/Winter 2022/23	\$ _____
Chancellor Ctr	Spring/Summer 2022	\$ _____	Fall/Winter 2022/23	\$ _____
<b>TOTAL COLUMN 1</b>		<b>\$ _____</b>	<b>TOTAL COLUMN 2</b>	<b>\$ _____</b>
<b>TOTAL YEAR 1 CONTRACT AMOUNT FOR ALL SCHOOLS (TOTAL COLUMNS 1 and 2)</b>				<b>\$ _____</b>

**Council Rock School District**  
**Landscaping Services**  
**Bid No. 22-28**

**YEAR 2 – 2023-2024**

**CONTRACTOR NAME:** \_\_\_\_\_

Note: Contractors are required to submit a bid for all school facilities listed below. The CRSD reserves the right to award individually or as a single bid for all buildings if the sum of the entire bid package is less than the low bid of the individual bids when combined. Reference Scope of Work for the detailed work and timing of the seasons listed below.

<b><u>SCHOOLS</u></b>	<b><u>COLUMN 1 PRICING</u></b>		<b><u>COLUMN 2 PRICING</u></b>	
CRHS North	Spring/Summer 2023	\$ _____	Fall/Winter 2023/24	\$ _____
CRHS South	Spring/Summer 2023	\$ _____	Fall/Winter 2023/24	\$ _____
Holland MS	Spring/Summer 2023	\$ _____	Fall/Winter 2023/24	\$ _____
Newtown MS	Spring/Summer 2023	\$ _____	Fall/Winter 2023/24	\$ _____
Churchville ES	Spring/Summer 2023	\$ _____	Fall/Winter 2023/24	\$ _____
Goodnoe ES	Spring/Summer 2023	\$ _____	Fall/Winter 2023/24	\$ _____
Hillcrest ES	Spring/Summer 2023	\$ _____	Fall/Winter 2023/24	\$ _____
Holland ES	Spring/Summer 2023	\$ _____	Fall/Winter 2023/24	\$ _____
MM Welch ES	Spring/Summer 2023	\$ _____	Fall/Winter 2023/24	\$ _____
Newtown ES	Spring/Summer 2023	\$ _____	Fall/Winter 2023/24	\$ _____
Richboro ES	Spring/Summer 2023	<b><u>\$Not Applicable</u></b>	Fall/Winter 2023/24	<b><u>\$Not Applicable</u></b>
Rolling Hills ES	Spring/Summer 2023	\$ _____	Fall/Winter 2023/24	\$ _____
Sol Feinstone	Spring/Summer 2023	\$ _____	Fall/Winter 2023/24	\$ _____
Wrightstown	Spring/Summer 2023	\$ _____	Fall/Winter 2023/24	\$ _____
Chancellor Ctr	Spring/Summer 2023	\$ _____	Fall/Winter 2023/24	\$ _____
<b>TOTAL COLUMN 1</b>		<b>\$ _____</b>	<b>TOTAL COLUMN 2</b>	<b>\$ _____</b>
<b>TOTAL YEAR 2 CONTRACT AMOUNT FOR ALL SCHOOLS (TOTAL COLUMNS 1 and 2)</b>				<b>\$ _____</b>

**Council Rock School District**  
**Landscaping Services**  
**Bid No. 22-28**

**YEAR 3 – 2024-2025**

**CONTRACTOR NAME:** \_\_\_\_\_

Note: Contractors are required to submit a bid for all school facilities listed below. The CRSD reserves the right to award individually or as a single bid for all buildings if the sum of the entire bid package is less than the low bid of the individual bids when combined. Reference Scope of Work for the detailed work and timing of the seasons listed below.

<b><u>SCHOOLS</u></b>	<b><u>COLUMN 1 PRICING</u></b>		<b><u>COLUMN 2 PRICING</u></b>	
CRHS North	Spring/Summer 2024	\$ _____	Fall/Winter 2024/25	\$ _____
CRHS South	Spring/Summer 2024	\$ _____	Fall/Winter 2024/25	\$ _____
Holland MS	Spring/Summer 2024	\$ _____	Fall/Winter 2024/25	\$ _____
Newtown MS	Spring/Summer 2024	\$ _____	Fall/Winter 2024/25	\$ _____
Churchville ES	Spring/Summer 2024	\$ _____	Fall/Winter 2024/25	\$ _____
Goodnoe ES	Spring/Summer 2024	\$ _____	Fall/Winter 2024/25	\$ _____
Hillcrest ES	Spring/Summer 2024	\$ _____	Fall/Winter 2024/25	\$ _____
Holland ES	Spring/Summer 2024	\$ _____	Fall/Winter 2024/25	\$ _____
MM Welch ES	Spring/Summer 2024	\$ _____	Fall/Winter 2024/25	\$ _____
Newtown ES	Spring/Summer 2024	\$ _____	Fall/Winter 2024/25	\$ _____
Richboro ES	Spring/Summer 2024	\$ _____	Fall/Winter 2024/25	\$ _____
Rolling Hills ES	Spring/Summer 2024	\$ _____	Fall/Winter 2024/25	\$ _____
Sol Feinstone	Spring/Summer 2024	\$ _____	Fall/Winter 2024/25	\$ _____
Wrightstown	Spring/Summer 2024	\$ _____	Fall/Winter 2024/25	\$ _____
Chancellor Ctr	Spring/Summer 2024	\$ _____	Fall/Winter 2024/25	\$ _____
<b>TOTAL COLUMN 1</b>		<b>\$ _____</b>	<b>TOTAL COLUMN 2</b>	<b>\$ _____</b>
<b>TOTAL YEAR 3 CONTRACT AMOUNT FOR ALL SCHOOLS (TOTAL COLUMNS 1 and 2)</b>				<b>\$ _____</b>

**Council Rock School District**  
**Landscaping Services**  
**Bid No. 22-28**

**YEAR 1 through YEAR 3**

**CONTRACTOR NAME:** \_\_\_\_\_

The following unit pricing/hourly rates are provided in addition to the base bid work. The rates and units apply only if the Contractor is directed by the CRSD to perform additional work. Do not adjust the base bid costs for the unit pricing below.

<b>UNIT PRICING/HOURLY RATES</b>			
	<b>YEAR 1 (2022/2023)</b>	<b>YEAR 2 (2023/2024)</b>	<b>YEAR 1 (2024/2025)</b>
<b>Hourly Rates</b>	\$	\$	\$
<b>Mulch/Cubic Yard (Less Than 5 Cu. Yards)</b>	\$	\$	\$
<b>Mulch/Cubic Yard (Greater than 5 Cu. Yards)</b>	\$	\$	\$
<b>Additional plantings (flowers as specified) per 25 plants, including year- end restoration of planting bed and disposal of plants</b>	\$	\$	\$
<b>Sod removal and preparation of new planting bed including edging, disposal of materials and new mulch (excludes plantings) cost per 30 SF)</b>	\$	\$	\$
<b>Planting of shrubbery per plant (Include \$200 allowance for shrub), including restoration of planting bed and disposal of debris</b>	\$	\$	\$
<b>Cost per day of watering of plants at each site district wide (excludes 2 week establishment period and monthly watering included in contract)</b>	\$	\$	\$

**Council Rock School District**  
**Landscaping Services**  
**Bid No. 22-28**

Addenda No.

Dated:

---

---

---

---

By:

Signature

Printed

Name of Firm

Address of Firm

City

State

Zip Code

Office Phone

Primary Contact Name and Cell Phone No.

Primary Contact Email Address

AFFIX CORPORATE SEAL

Attest

**END OF PROPOSAL FORM**

## SITE PLAN EXHIBITS(BID NO. 22 - 28)

EXHIBIT NAME	EXHIBIT NUMBERS
CRHS NORTH	LS-CRHSN-1 and LS-CRHSN-2
CRHS SOUTH	LS-CRHSS-1 and LS-CRHSS-2
HOLLAND MIDDLE SCHOOL	LS-HMS-1 and LS-HMS-2
NEWTOWN MIDDLE SCHOOL	LS-NMS-1 and LS-NMS-2
CHURCHVILLE ELEMENTARY SCHOOL	LS-CES-1 and LS-CES-2
GOODNOE ELEMENTARY SCHOOL	LS-GES-1 and LS-GES-2
HILLCREST ELEMENTARY SCHOOL	LS-HCES-1 and LS-HCES-2
HOLLAND ELEMENTARY SCHOOL	LS-HES-1 and LS-HES-2
M.M. WELCH ELEMENTARY SCHOOL	LS-MMWES-1 and LS-MMWES-2
NEWTOWN ELEMENTARY SCHOOL	LS-NES-1 and LS-NES-2
RICHBORO ELEMENTARY SCHOOL	LS-RES-1 and LS-RES-2
ROLLING HILLS ELEMENTARY SCHOOL	LS-RHES-1 and LS-RHES-2
SOL FEINSTONE ELEMENTARY SCHOOL	LS-SFES-1 and LS-SFES-2
WRIGHTSTOWN ELEMENTARY SCHOOL	LS-WES-1 and LS-WES-2
CHANCELLOR CENTER (ADMINISTRATION)	LS-CC-1 and LS-CC-2

### GENERAL NOTES:

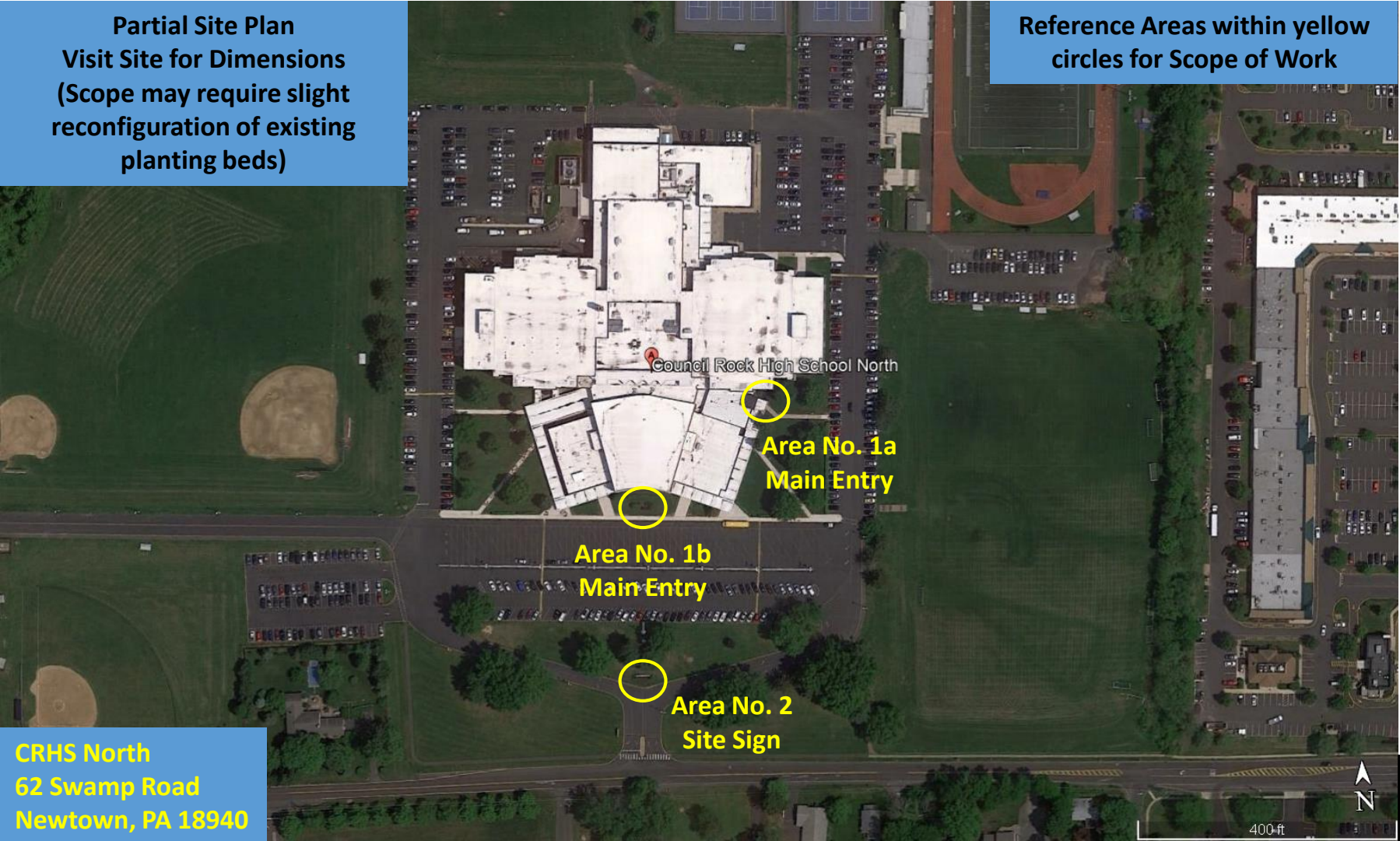
1. Plantings are represented by red and yellow icons. The icons are not to scale and do not represent a 1:1 plant ratio. The total icons represent the approximate bed size based on the number of plantings noted plus required spacing between plants. Actual planting bed sizes to be determined with successful bidder through the submittal process.
2. It is the intent of this bid package to establish planted beds and an ongoing maintenance plan of the same.
3. Drawings are not to scale and site visits should be performed.
4. Some planting beds may need to be enlarged to facilitate the supplemental plantings (typically noted on the plan).





**Partial Site Plan**  
**Visit Site for Dimensions**  
**(Scope may require slight**  
**reconfiguration of existing**  
**planting beds)**

**Reference Areas within yellow**  
**circles for Scope of Work**



### Area No. 1a – Main Entry

1. **Spring/Summer** – Total 30 plantings
2. **Fall/Winter** – Total 30 plantings
3. Not to exceed 60 plantings annually

### Area No. 1b – Main Entry

1. **Spring/Summer** – Total 30 plantings
2. **Fall/Winter** – Total 30 plantings
3. Not to exceed 60 planting annually

### Area No. 2 – Site Sign

1. **Spring/Summer** – Total 60 plantings
2. **Fall/Winter** – Total 60 plantings
3. Not to exceed 120 planting annually

### Partial Site Plan - Site Sign (Area 2)



### Partial Site Plan – Main Entrance (Area 1a)

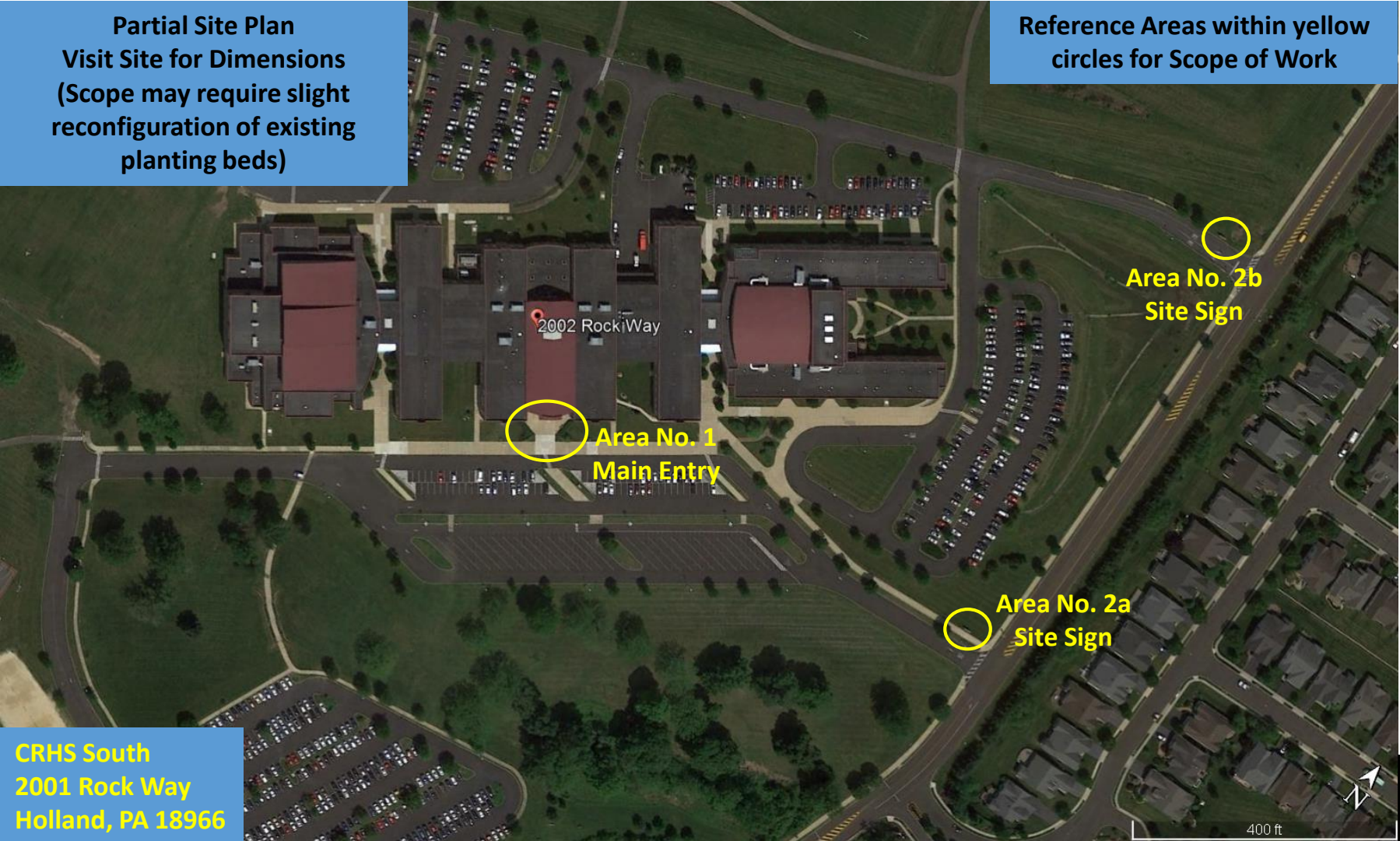


### Partial Site Plan – Main Entrance (Area 1b)



Partial Site Plan  
Visit Site for Dimensions  
(Scope may require slight  
reconfiguration of existing  
planting beds)

Reference Areas within yellow  
circles for Scope of Work



### Area No. 2a and 2b – Site Sign (Typ. Each Sign)

1. **Spring/Summer** – Total 40 plantings
2. **Fall/Winter** – Total 40 plantings
3. Not to exceed 80 plantings annually



**Partial Site Plan – Main Entrance**

### Area No. 1 – Main Entry

1. **Spring/Summer** – Total 80 plantings
2. **Fall/Winter** – Total 80 plantings
3. Not to exceed 160 plantings annually



**Partial Site Plan - Site Sign 2a**

### Partial Site Plan - Site Sign 2b





**Partial Site Plan**  
**Visit Site for Dimensions**  
**(Scope may require slight**  
**reconfiguration of existing**  
**planting beds)**

**Reference Areas within yellow**  
**circles for Scope of Work**



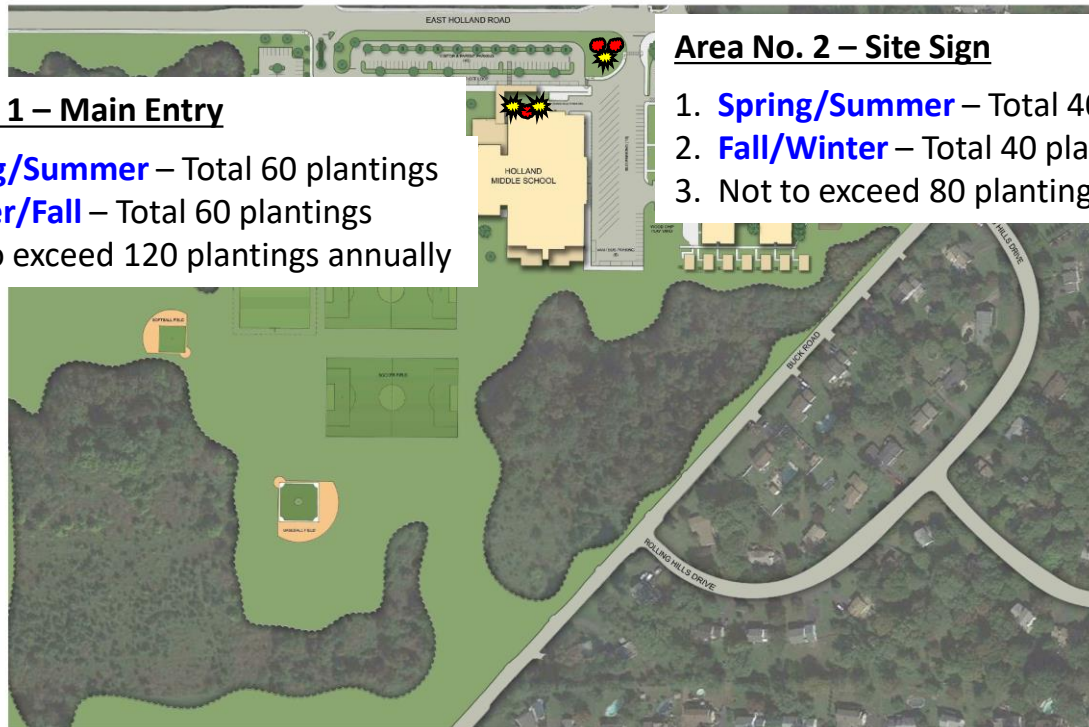
**Holland Middle School**  
**400 East Holland Road**  
**Holland, PA 18966**

### Area No. 1 – Main Entry

1. **Spring/Summer** – Total 60 plantings
2. **Winter/Fall** – Total 60 plantings
3. Not to exceed 120 plantings annually

### Area No. 2 – Site Sign

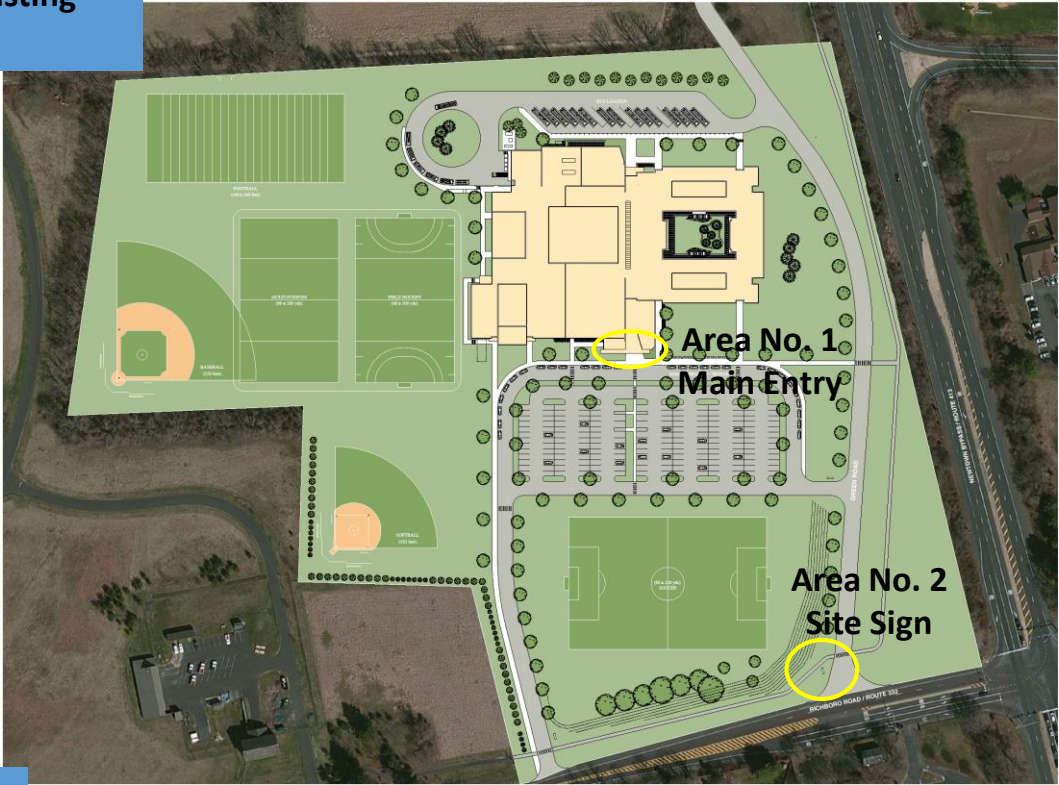
1. **Spring/Summer** – Total 40 plantings
2. **Fall/Winter** – Total 40 plantings
3. Not to exceed 80 plantings annually



Partial Site Plan

Partial Site Plan  
Visit Site for Dimensions  
(Scope may require slight  
reconfiguration of existing  
planting beds)

Reference Areas within yellow  
circles for Scope of Work



SITE PLAN PROPOSED

BRESLIN RIDYARD FADERO • ARCHITECTS • PLANNERS • ALLENTOWN PENNSYLVANIA

SITE PLAN

NEWTOWN MIDDLE SCHOOL  
COUNCIL ROCK SCHOOL DISTRICT  
NEWTON, PENNSYLVANIA

A-2





## Partial Site Plan - Site Sign 2

### Area No. 1 – Main Entry

1. **Spring/Summer** – Total 60 plantings
2. **Fall/Winter** – Total 60 plantings
3. Not to exceed 120 plantings annually

### Area No. 2 – Site Sign

1. **Spring/Summer** – Total 40 plantings
2. **Fall/Winter** – Total 40 plantings
3. Not to exceed 80 plantings annually

Note: This bed will require the establishment of the planting bed in Year 1 (sod removal, edging and new mulch bed). Maintain Year 2 and 3.

SITE PLAN PROPOSED



PENNSYLVANIA

BRESLIN RIDYARD FADERO • ARCHITECTS • PLA

NEWTOWN MIDDLE SCHOOL

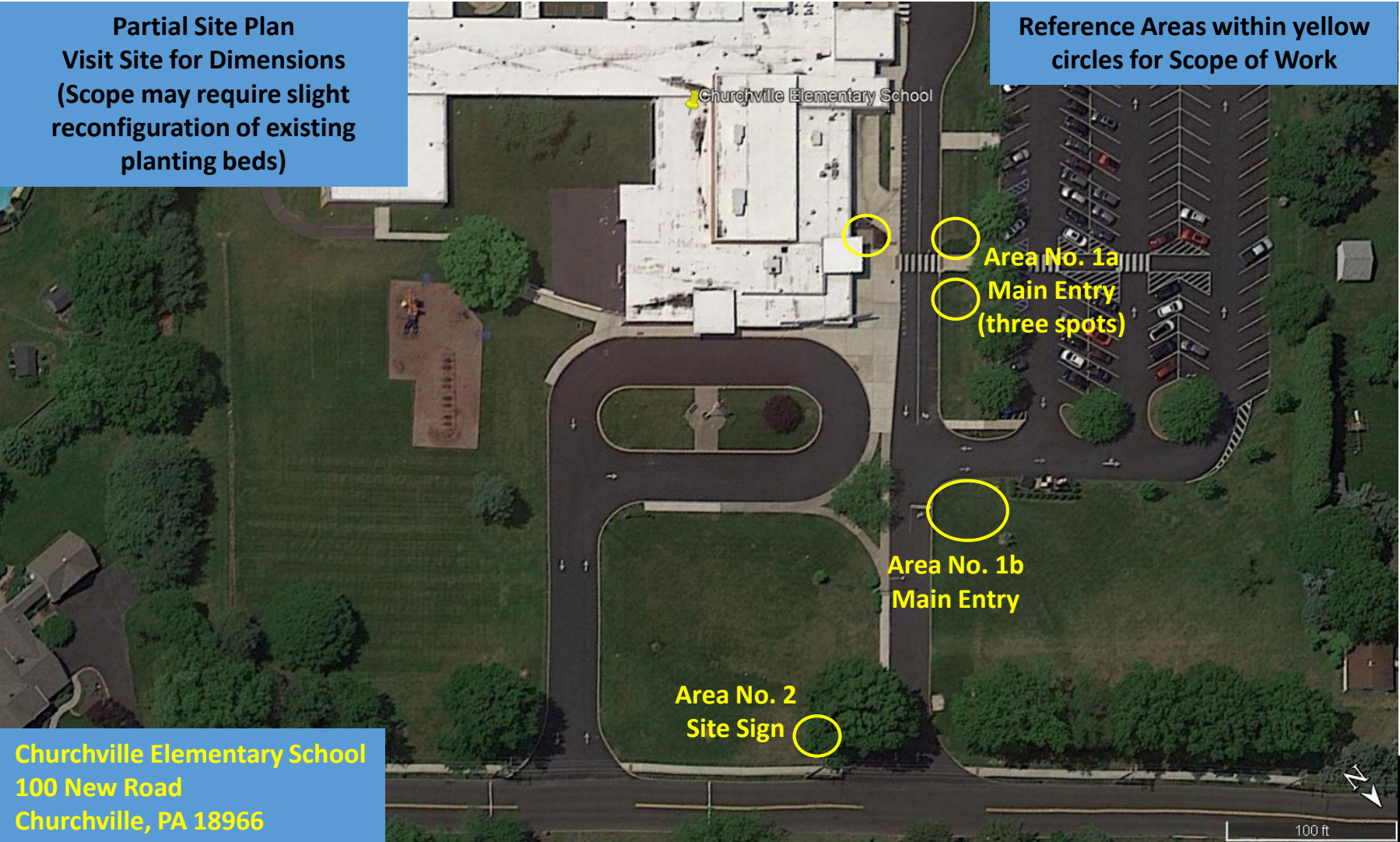
COUNCIL ROCK SCHOOL DISTRICT  
NEWTOWN, PENNSYLVANIA

SITE PLAN

A-2

**Partial Site Plan**  
**Visit Site for Dimensions**  
**(Scope may require slight**  
**reconfiguration of existing**  
**planting beds)**

**Reference Areas within yellow**  
**circles for Scope of Work**



**Area No. 2**  
**Site Sign**

**Area No. 1b**  
**Main Entry**

**Area No. 1a**  
**Main Entry**  
**(three spots)**

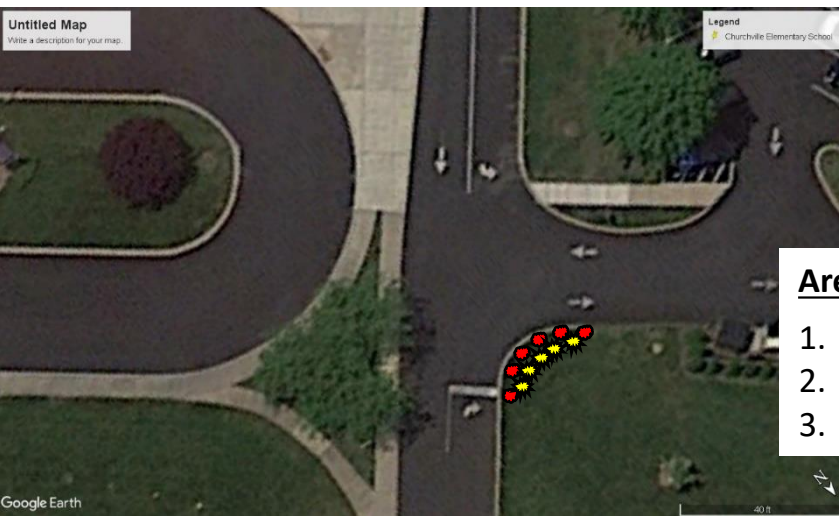
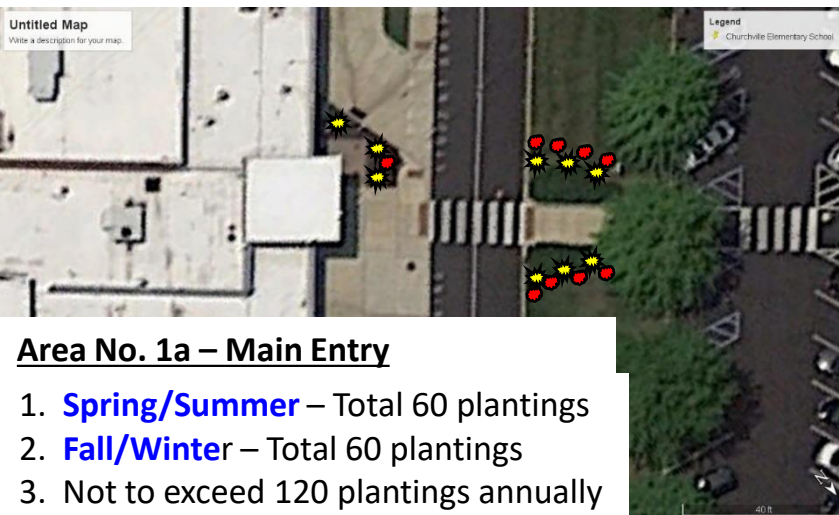
Churchville Elementary School

**Churchville Elementary School**  
**100 New Road**  
**Churchville, PA 18966**

**Churchville Elementary School**  
**Exhibit LS-CES-1 (Key Plan)**

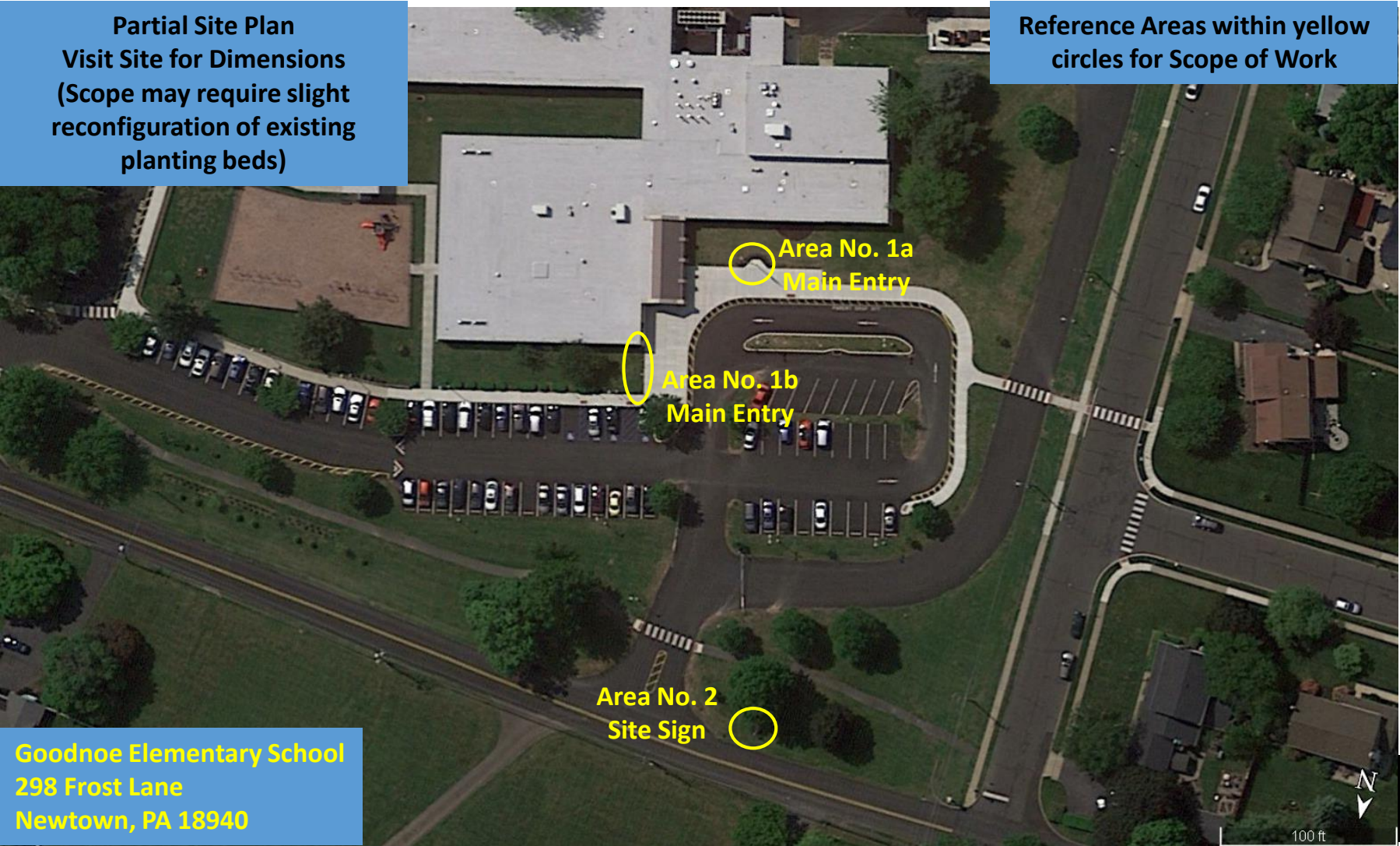




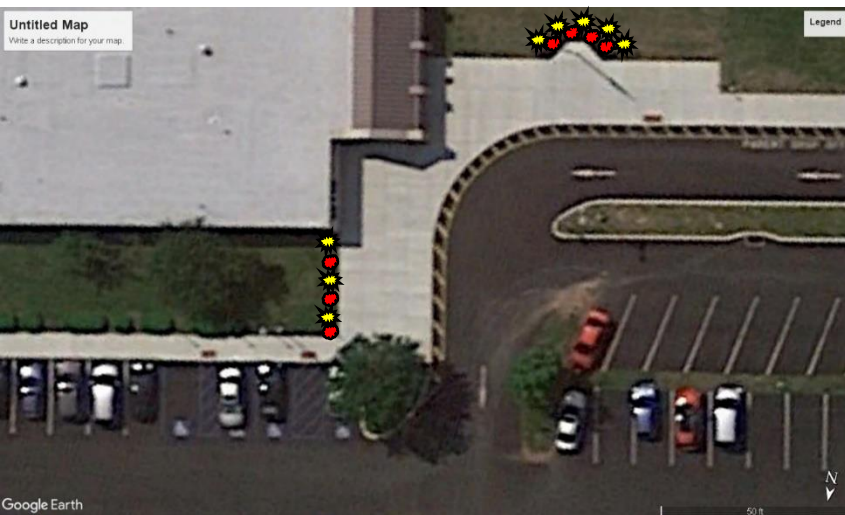


**Partial Site Plan**  
**Visit Site for Dimensions**  
**(Scope may require slight**  
**reconfiguration of existing**  
**planting beds)**

**Reference Areas within yellow**  
**circles for Scope of Work**





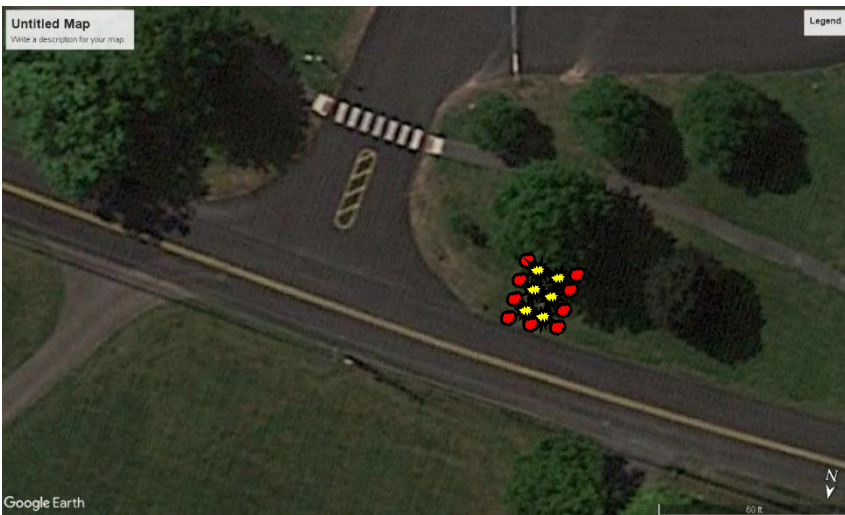


### Area No. 1a – Main Entry

1. **Spring/Summer** – Total 60 plantings
2. **Fall/Winter** – Total 60 plantings
3. Not to exceed 120 plantings annually

### Area No. 1b – Main Entry

1. **Spring/Summer** – Total 60 plantings
2. **Fall/Winter** – Total 60 plantings
3. Not to exceed 120 plantings annually



### Partial Site Plan - Site Sign 2

1. **Spring/Summer** – Total 40 plantings
2. **Fall/Winter** – Total 40 plantings
3. Not to exceed 80 plantings annually

**Partial Site Plan**  
**Visit Site for Dimensions**  
**(Scope may require slight**  
**reconfiguration of existing**  
**planting beds)**

**Reference Areas within yellow**  
**circles for Scope of Work**

**Area No. 1**  
**Main Entry**

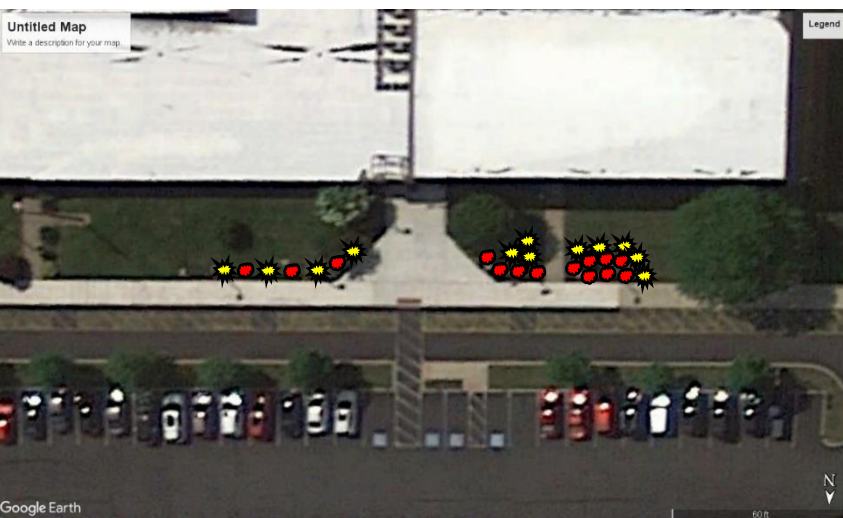
**Area No. 2**  
**Site Sign**

**Hillcrest Elementary School**  
**Exhibit LS-HCES-1 (Key Plan)**



100 ft

**Hillcrest Elementary School**  
**420 East Holland Road**  
**Holland, PA 18966**



### Area No. 1 – Main Entry

1. **Spring/Summer** – Total 70 plantings
2. **Fall/Winter** – Total 70 plantings
3. Not to exceed 140 plantings annually



### Area No. 2 – Site Sign

1. **Spring/Summer** – Total 40 plantings
2. **Fall/Winter** – Total 40 plantings
3. Not to exceed 80 plantings annually



Partial Site Plan  
Visit Site for Dimensions  
(Scope may require slight  
reconfiguration of existing  
planting beds)

Reference Areas within yellow  
circles for Scope of Work

Area No. 2  
Site Sign

Area No. 1  
Main Entry

Holland Elementary School

Holland Elementary School  
Exhibit LS-HES-1 (Key Plan)



100 ft



Holland Elementary School  
597 Beverly Road and Crescent Drive  
Holland, PA 18966





### Area No. 1 – Main Entry

1. **Spring/Summer** – Total 100 plantings
2. **Fall/Winter** – Total 100 plantings
3. Not to exceed 200 plantings annually



### Area No. 2 – Site Sign

1. **Spring/Summer** – Total 40 plantings
2. **Fall/Winter** – Total 40 plantings
3. Not to exceed 80 plantings annually

Partial Site Plan  
Visit Site for Dimensions  
(Scope may require slight  
reconfiguration of existing  
planting beds)

Reference Areas within yellow  
circles for Scope of Work

Area No. 2  
Site Sign

Area No. 1b  
Main Entry

Area No. 1a  
Main Entry

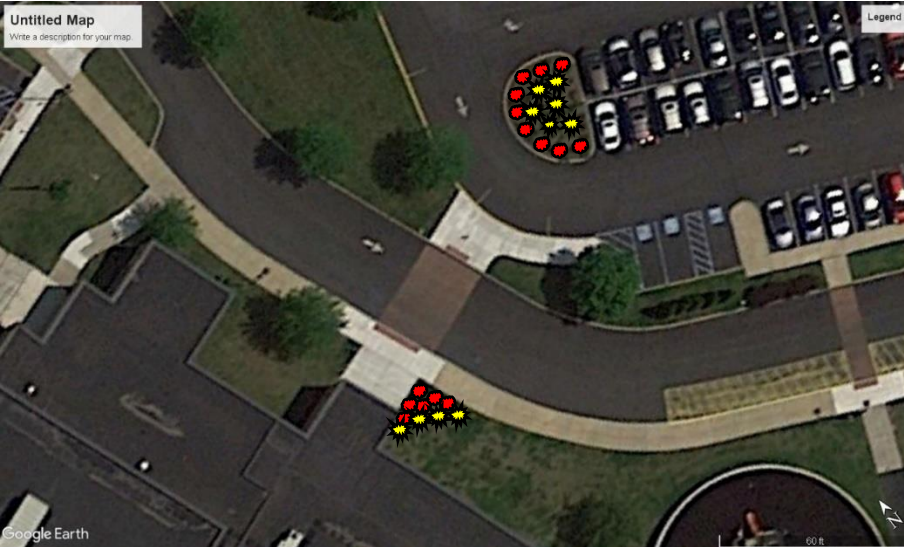
M.M. Welch Elementary School  
750 New Road  
Churchville, PA 18966

100 ft

M.M. Welch Elementary School  
Exhibit LS-MMWES-1 (Key Plan)







### Area No. 1a – Main Entry

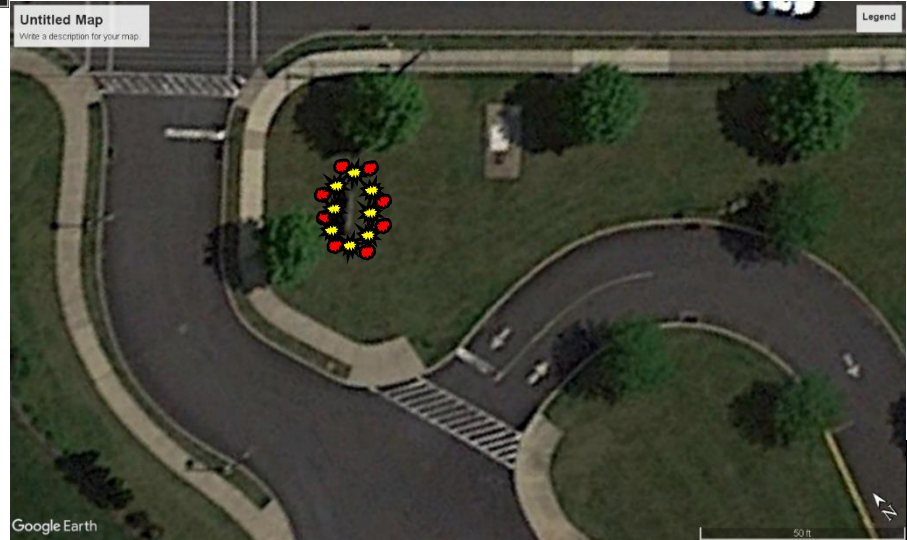
1. **Spring/Summer** – Total 40 plantings
2. **Fall/Winter** – Total 40 plantings
3. Not to exceed 80 plantings annually

### Area No. 1b – Main Entry

1. **Spring/Summer** – Total 100 plantings
2. **Fall/Winter** – Total 100 plantings
3. Not to exceed 200 plantings annually

### Area No. 2 – Site Sign

1. **Spring/Summer** – Total 40 plantings
2. **Fall/Winter** – Total 40 plantings
3. Not to exceed 80 plantings annually



Partial Site Plan  
Visit Site for Dimensions  
(Scope may require slight  
reconfiguration of existing  
planting beds)

Area No. 2  
Site Sign

Reference Areas within yellow  
circles for Scope of Work

Area No. 1  
Main Entry

Newtown Elementary School  
1 Wrights Road  
Newtown, PA 18940

Newtown Elementary School  
Exhibit LS-NES-1 (Key Plan)



200 ft





### Area No. 1 – Main Entry

1. **Spring/Summer** – Total 80 plantings
2. **Fall/Winter** – Total 80 plantings
3. Not to exceed 160 plantings annually

### Area No. 2 – Site Sign

1. **Spring/Summer** – Total 40 plantings
2. **Fall/Winter** – Total 40 plantings
3. Not to exceed 80 plantings annually



**Partial Site Plan**  
**Visit Site for Dimensions**  
**(Scope may require slight**  
**reconfiguration of existing**  
**planting beds)**

**Reference Areas within yellow**  
**circles for Scope of Work**

**Area No. 1**  
**Main Entry**

**Area No. 2**  
**Site Sign**

**Richboro Elementary School**  
**125 Upper Holland Road**  
**Richboro, PA 18954**

**Richboro Elementary School**  
**Exhibit LS-RES-1 (Key Plan)**



200 ft





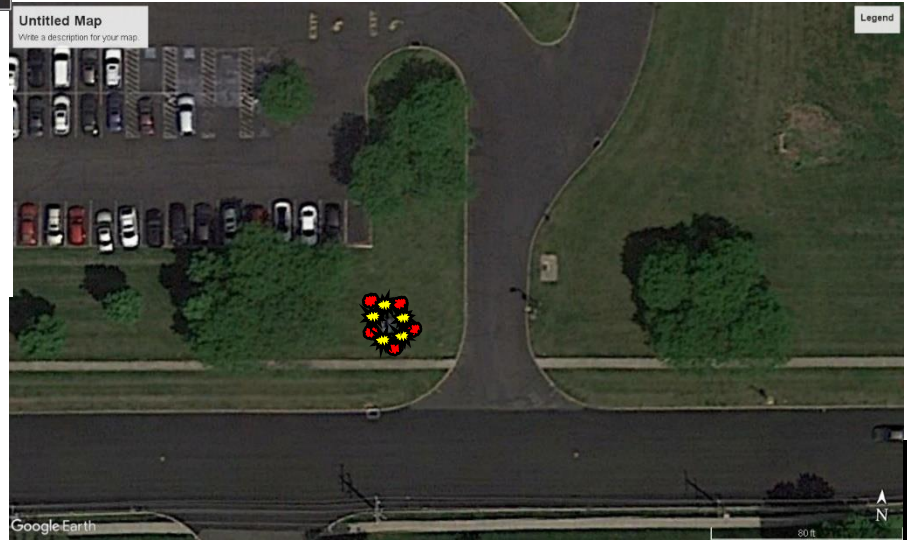


### Area No. 1 – Main Entry

1. **Spring/Summer** – Total 150 plantings
2. **Fall/Winter** – Total 150 plantings
3. Not to exceed 300 plantings annually

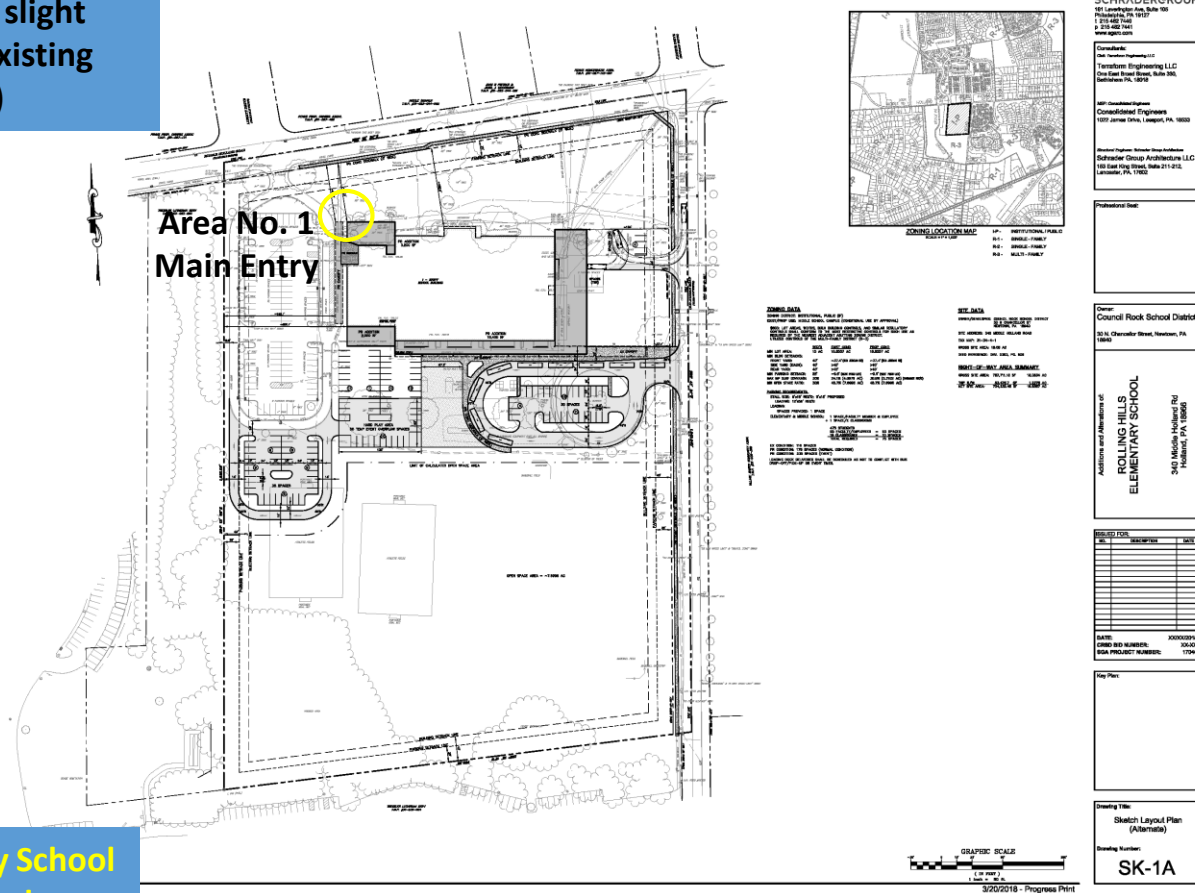
### Area No. 2 – Site Sign

1. **Spring/Summer** – Total 40 plantings
2. **Fall/Winter** – Total 40 plantings
3. Not to exceed 80 plantings annually



Partial Site Plan  
Visit Site for Dimensions  
(Scope may require slight  
reconfiguration of existing  
planting beds)

Reference Areas within yellow  
circles for Scope of Work

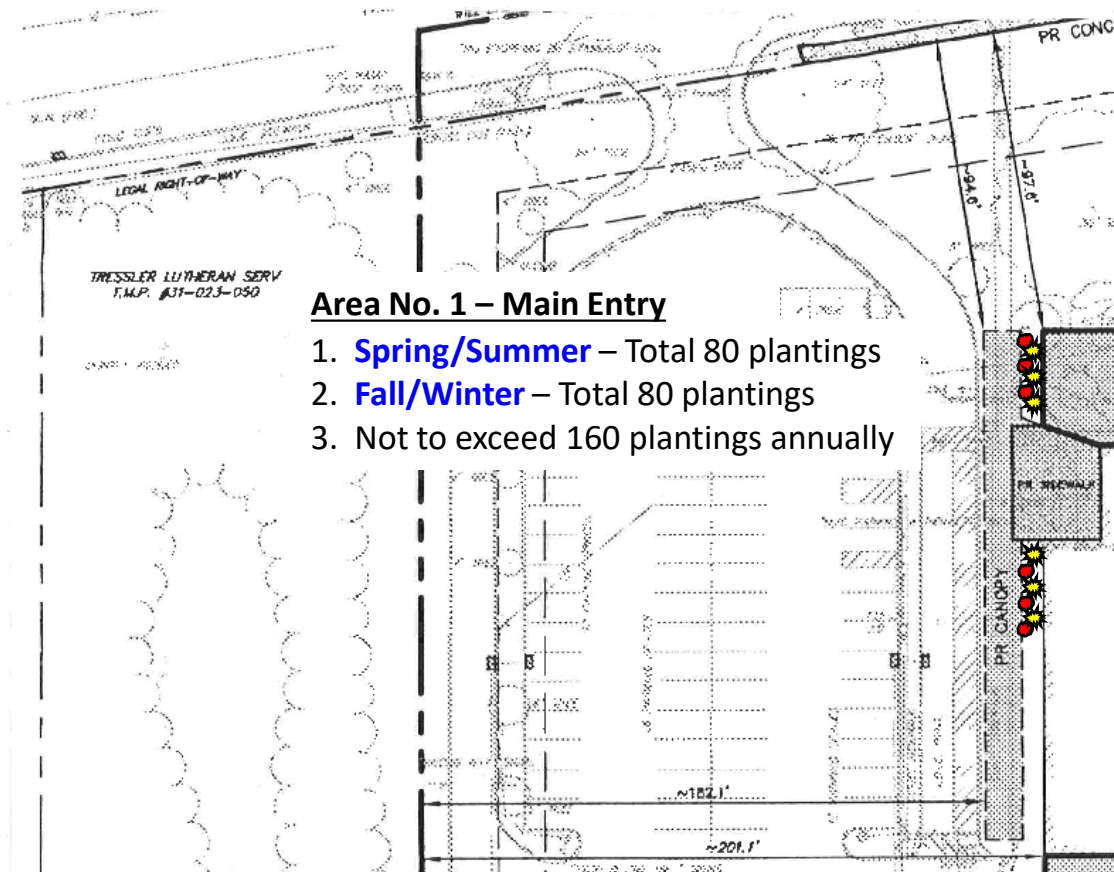


Rolling Hills Elementary School  
Exhibit LS-RHES-1 (Key Plan)



Rolling Hills Elementary School  
340 Middle Holland Road  
Holland, PA 18966





**Partial Site Plan**  
**Visit Site for Dimensions**  
**(Scope may require slight**  
**reconfiguration of existing**  
**planting beds)**

**Reference Areas within yellow**  
**circles for Scope of Work**

**Area No. 1**  
**Main Entry**

**Area No. 2**  
**Site Sign**

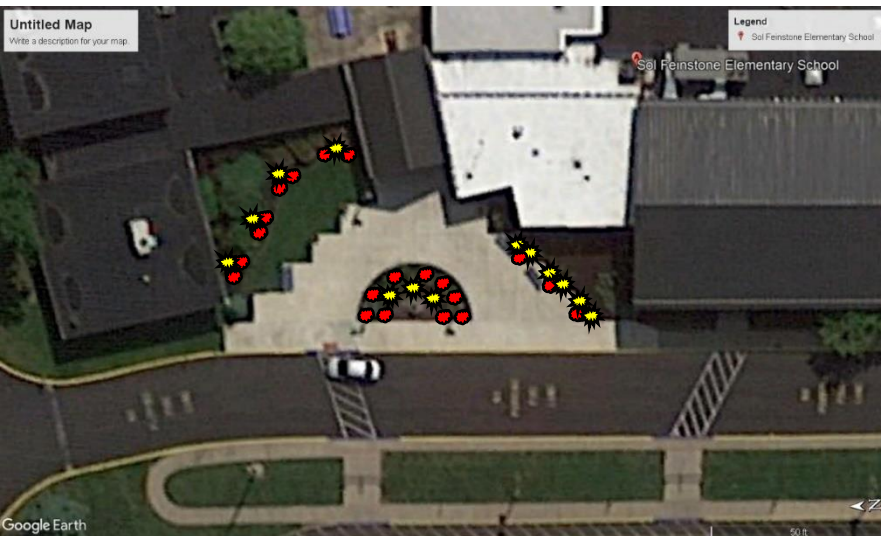
**Sol Feinstone Elementary School**  
**1090 Eagle Road**  
**Newtown, PA 18940**



100 ft

**Sol Feinstone Elementary School**  
**Exhibit LS-SFES-1 (Key Plan)**





### Area No. 1 – Main Entry

1. **Spring/Summer** – Total 100 plantings
2. **Fall/Winter** – Total 100 plantings
3. Not to exceed 200 plantings annually

### Area No. 2 – Site Sign

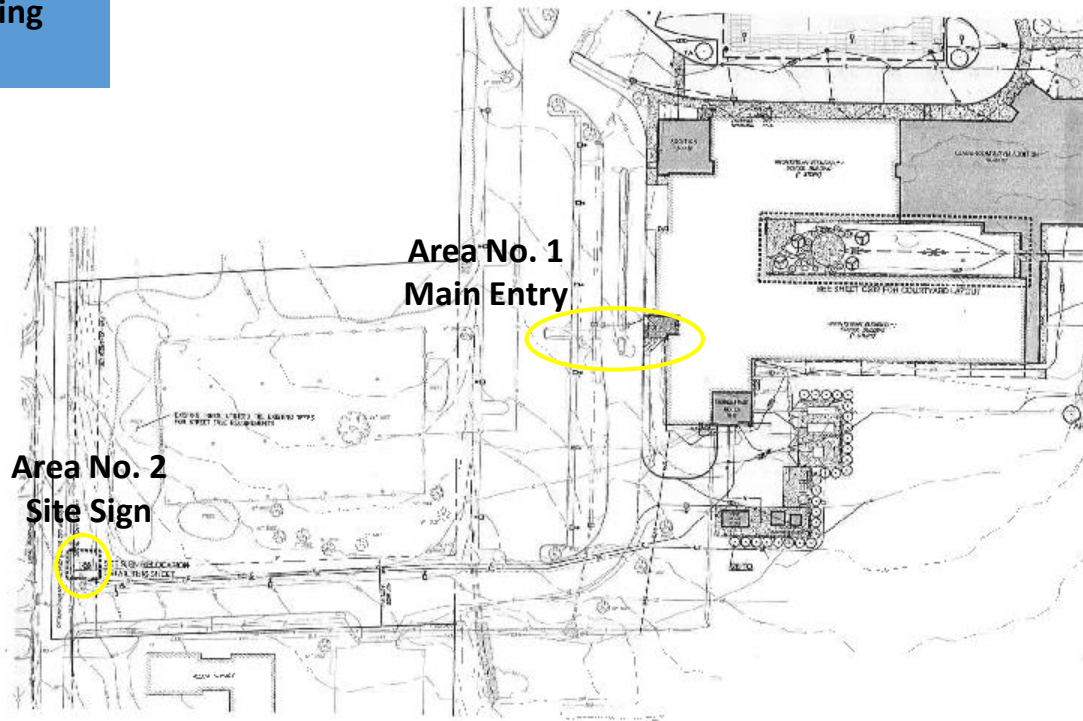
1. **Spring/Summer** – Total 40 plantings
2. **Fall/Winter** – Total 40 plantings
3. Not to exceed 80 plantings annually





Partial Site Plan  
Visit Site for Dimensions  
(Scope may require slight  
reconfiguration of existing  
planting beds)

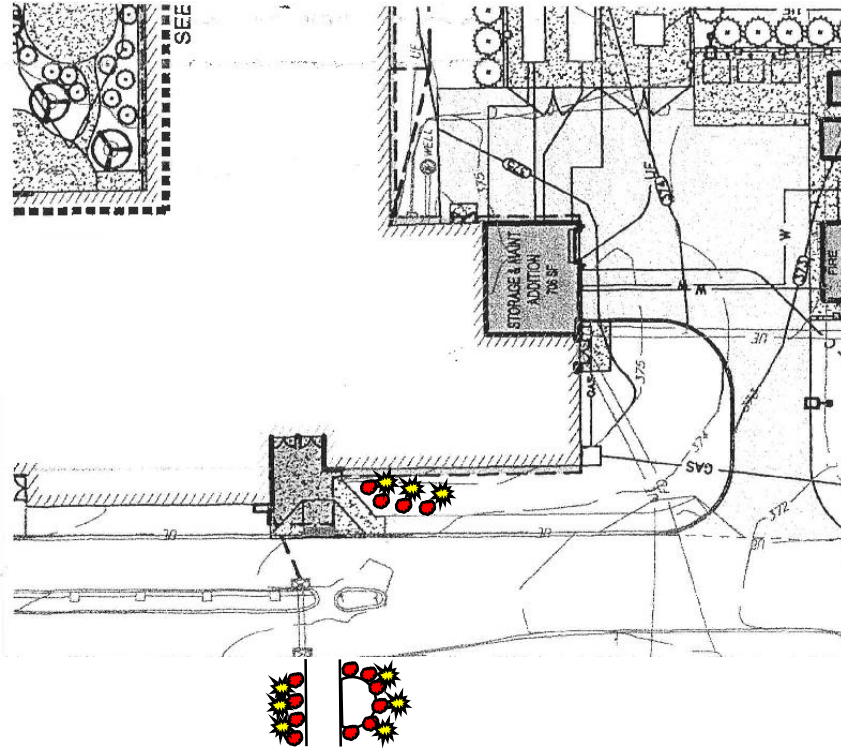
Reference Areas within yellow  
circles for Scope of Work



Wrightstown Elementary School  
Exhibit LS-WES-1 (Key Plan)

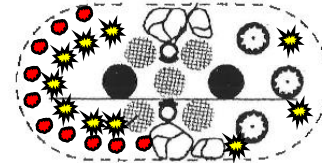


Wrightstown Elementary School  
729 Penns Park Road  
Wrightstown, PA 18940



### Area No. 1 – Main Entry

1. **Spring/Summer** – Total 80 plantings
2. **Fall/Winter** – Total 80 plantings
3. Not to exceed 160 plantings annually



### Area No. 2 – Site Sign

1. **Spring/Summer** – Total 20 plantings
2. **Fall/Winter** – Total 20 plantings
3. Not to exceed 40 plantings annually

Partial Site Plan  
Visit Site for Dimensions  
(Scope may require slight  
reconfiguration of existing  
planting beds)

Reference Areas within yellow  
circles for Scope of Work

Area No. 1b  
Main Entry

Area No. 1a  
Main Entry

Area No. 2  
Site Sign

Chancellor Center  
30 North Chancellor Street  
Newtown, PA 18940

100 ft

Chancellor Center  
Exhibit LS-CC-1 (Key Plan)





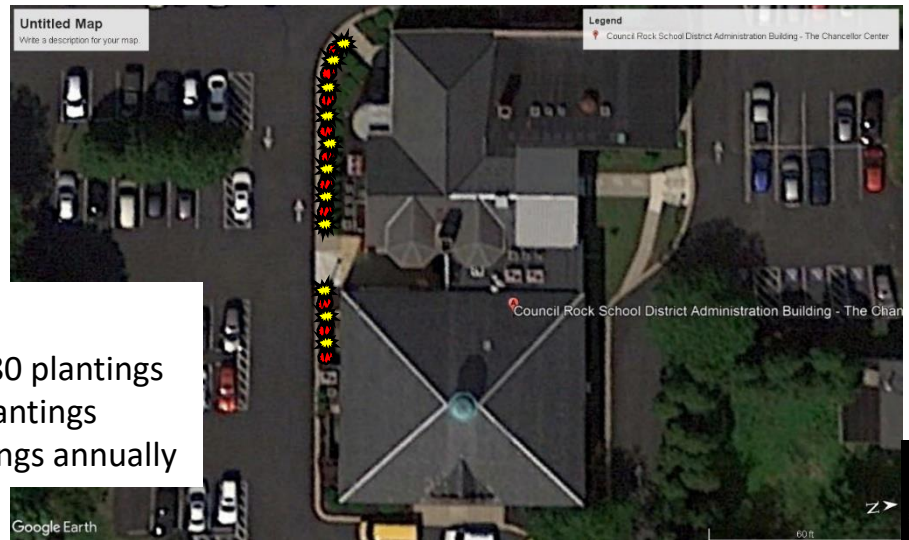
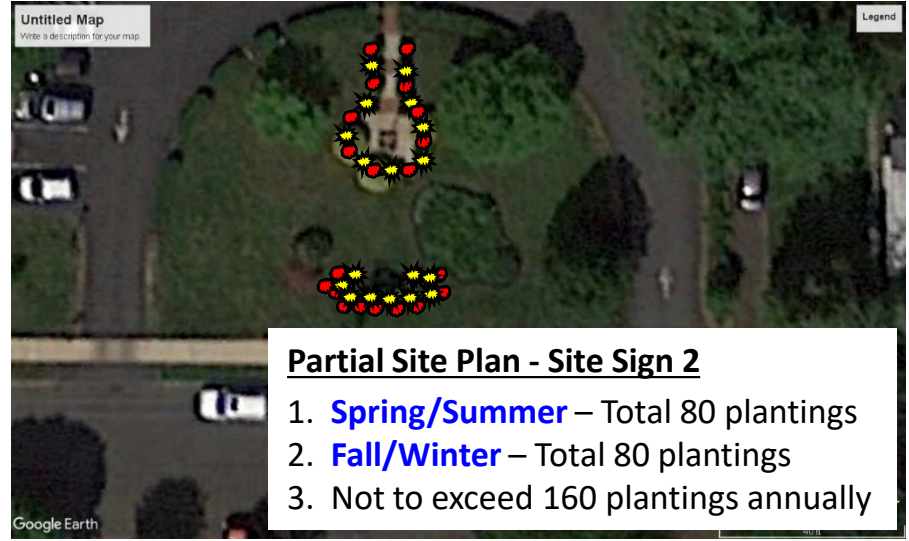


### Area No. 1a – Main Entry

1. **Spring/Summer** – Total 80 plantings
2. **Fall/Winter** – Total 80 plantings
3. Not to exceed 160 plantings annually

### Area No. 1b – Main Entry

1. **Spring/Summer** – Total 80 plantings
2. **Fall/Winter** – Total 80 plantings
3. Not to exceed 160 plantings annually



**COUNCIL ROCK SCHOOL DISTRICT**  
**LANDSCAPING SERVICES**  
**SAMPLE AGREEMENT**  
**Bid No. 22-28**

THIS AGREEMENT made this Fifth (5th) day of May, 2022, by and between \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_ (hereinafter called the "CONTRACTOR"), and the COUNCIL ROCK SCHOOL DISTRICT, a second class school district located in the Commonwealth of Pennsylvania (hereinafter called the "DISTRICT").

WITNESSETH, that the CONTRACTOR and DISTRICT, for the consideration stated herein, mutually agree as follows:

**ARTICLE 1.     STATEMENT OF WORK**

The CONTRACTOR shall furnish all supervision, personnel, labor, materials, tools, minimum equipment and services, including work zone traffic control, utility and transportation services, and perform and complete all work required for the stated Council Rock School District Bid – Landscaping Service Bid No. 22-28, all in accordance with the listed Contract Documents dated March 2022 as prepared by the District.

**ARTICLE 2.     THE CONTRACT PRICE**

The DISTRICT will pay the CONTRACTOR per unit of work completed, as described in the specifications, with an estimated total sum of \_\_\_\_\_ dollars and \_\_\_\_\_ Cents (\$\_\_\_\_\_) for all work to be performed under this Contract, payable as stipulated in the Contract Documents for the item of work or the several respective items of work actually completed.

**ARTICLE 3.     CONTRACT**

The Contract Documents shall consist of the following:

- |    |                        |    |                             |
|----|------------------------|----|-----------------------------|
| A. | This Agreement.        | E. | Drawings                    |
| B. | Addenda.               | F. | Contractor's bid submission |
| C. | Instruction to Bidders |    |                             |
| D. | Scope of Work          |    |                             |

THIS AGREEMENT, together with the other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, form the Contract between the parties hereto. In the event that any provisions in any component part of this Contract conflict with any provision of any other component part, the provisions of the component part first enumerated in this ARTICLE 3 shall govern, except as otherwise specifically stated.

**ARTICLE 4.     STIPULATION AGAINST LIENS**

a. At the time of and immediately before the execution of the Contract and before any authority has been given by the said DISTRICT to the said CONTRACTOR to commence work on the said project or purchase materials for the same, in consideration of the making of the said Contract with the said CONTRACTOR, it is agreed that no mechanic's claims or other liens shall be filed against the project, building and/or lot of ground appurtenant thereto by any subcontractor of the CONTRACTOR, nor by any of the CONTRACTOR'S materialmen or suppliers for any materials, supplies or labor purchased or



furnished in connection with the CONTRACTOR's work of the said project or any part thereof, the right to file such claims or liens being expressly waived and relinquished herewith.

b. A waiver of liens in a form satisfactory to the DISTRICT shall be filed in the Office of the Prothonotary of Bucks County at such time as may be necessary to preclude the filing of any liens by any subcontractor or material suppliers. In any event, the filing of the waiver of liens must occur no later than one (1) day prior to the start of operations for execution of the Contract work.

c. In exchange for each and every payment tendered to CONTRACTOR by the DISTRICT under the Contract, CONTRACTOR shall submit to the DISTRICT or its designee an unconditional partial lien waiver for the portion of the work for which each payment is being tendered (and in exchange for final payment, a complete and final lien waiver) and which acknowledges receipt of such payment, in a form acceptable to the DISTRICT or its designee.

#### **ARTICLE 5. INDUCEMENT AND INTEREST**

As an inducement to the execution of this Contract by the DISTRICT, the CONTRACTOR represents and agrees that the CONTRACTOR has not employed any persons to solicit or procure this Contract, and has not made, and will not make, any payments to anyone, nor any agreement for the payment of any commission percentage, brokerage, compensation fee, or other compensation to anyone in connection with the procurement of this Contract; and that the CONTRACTOR has not now and will not acquire any direct or indirect present or prospective interest, including but not limited to that of real estate agent, broker, or appraiser, in any of the portions or parcels in the Project Area covered; and has not employed and will not employ, in connection with the work or services to be performed hereunder, any persons having any such interest, direct or indirect, during the term of this Contract.

#### **ARTICLE 6. INDEMNIFICATION**

It is understood and agreed that the CONTRACTOR is a third party CONTRACTOR and is not a servant, agent or employee of the DISTRICT. To the extent permitted by law, Contractor covenants to save, defend, keep harmless and indemnify the DISTRICT, its elected and appointed officials, servants, agents and employees from and against any and all claims, loss, damage, injury, cost including court costs and attorney's fees, charge, liability or exposure, however caused, resulting from or arising out of or in any way connected with Contractor's performance (or failure of performance) of the Contract terms or its obligations under the Contract.

Nothing herein contained shall be construed as limiting in any way the extent to which CONTRACTOR may be held responsible for payments of damages to persons or property resulting from CONTRACTOR'S or its subcontractors' performance (or nonperformance) of the work covered under this Contract.

##### **A. GENERAL INSURANCE REQUIREMENTS**

All insurers and sureties underwriting Contractor's or any subcontractor's insurance and bonds must be licensed in the Commonwealth of Pennsylvania and have a minimum rating of "A" (financial strength rating) and "VII" (financial size category) in the latest edition of Best's Insurance Reports, unless otherwise approved by the DISTRICT. (Such insurers and sureties shall also meet such additional requirements and qualifications as may be set forth in the Supplementary Conditions.)

The Contractor shall not start work under this Contract until Contractor has obtained, at its own expense, all of the insurance called for hereunder and such insurance has been approved by the DISTRICT; nor shall Contractor allow any subcontractors to start work on any subcontract until all insurance required of the subcontractor has been so obtained and approved by the Contractor.

Approval of insurance required of Contractor and subcontractors by the DISTRICT will be granted only after submission to the DISTRICT of original, signed certificates of insurance or, alternately, at the DISTRICT's request, certified copies of the required insurance policies. Approval of insurance required shall not be unreasonably withheld.

Contractor shall require all subcontractors to maintain, during the term of this agreement, commercial general liability insurance, business auto liability insurance and workers' compensation and employers' liability insurance in the same manner as specified for Contractor. Contractor shall furnish subcontractor's certificates of insurance to the DISTRICT immediately upon request.

All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation, non-renewal, material change or reduction in coverage until sixty (60) days prior written notice has been given to the DISTRICT.

Each insurance policy required by this Contract, except for the workers' compensation policy, shall contain the following clause:

"The DISTRICT, its board members, employees, agents, officials and volunteers are hereby added as additional insureds as respects the operations and activities covered by this policy."

Any insurance maintained by the DISTRICT shall apply in excess of the insurance required by this Contract.

No acceptance and/or approval of any insurance by the DISTRICT shall be construed as relieving or excusing Contractor, or the surety, or its bonds, from any liability or obligation imposed upon either or both of them by the provisions of the Contract.

#### **B. CONTRACTOR'S INSURANCE**

Contractor shall secure and maintain, at its own expense, the following insurance:

Commercial general liability insurance which insures against claims for bodily injury and property damage arising out of or in connection with any operations or work under the Contract Documents whether such operations be by Contractor, its employees or subcontractors or their employees. The policy shall provide minimum limits of coverage as follows:

\$1,000,000 combined single limit - each occurrence  
\$2,000,000 general aggregate  
\$2,000,000 products/completed operations aggregate

Any aggregate limit shall apply per project and per location.

This insurance shall name the DISTRICT, its board members, employees, agents, officials and volunteers as additional insureds in accordance with Article 6A above. The commercial general liability policy shall afford coverage for explosion, collapse and underground hazards, contractual liability and liability arising from independent contractors. Products and completed operations insurance shall be maintained for two years after completion of the Project.

Business auto liability insurance that insures against bodily injury and property damage claims arising out of the maintenance, use or operation of any "auto". The minimum limit shall be a combined single limit of \$1,000,000 per accident. This policy shall include the Motor Carrier Act endorsement if applicable.

Workers' compensation insurance and employers' liability insurance which satisfies Contractor's legal obligation to its employees in the states in which they operate on the District's behalf. In any event, employers' liability insurance shall be secured by Contractor with minimum limits of \$100,000 per employee for bodily injury by accident, \$100,000 per employee for bodily injury by disease and a \$500,000 aggregate policy limit for bodily injury by disease. Coverage for Pennsylvania benefits must be specifically referenced on certificates and certified policies provided to the DISTRICT

**ARTICLE 7. INTERPRETATION**

In the event a dispute arises regarding this Contract or the work to be performed by Contractor hereunder, the parties agree that the District's initial determination regarding a proper resolution of such dispute shall prevail subject to the right of the Contractor to perform any disputed work under protest, the notice of which shall be provided to the District by advance written notice.

**ARTICLE 8. BACKGROUND CHECK**

Contractor will operate within the policies of the District and the goals, policies and procedures now or at some date established or approved by the District's administration with regard to the safety of pupils, the security of the District's grounds and buildings and the District's operations generally. Contractor shall maintain a current Child Abuse History Clearance as provided by the Pennsylvania Department of Public Welfare (Act 111), provide a satisfactory criminal history background check (Act 34 PA), and FBI fingerprinting clearance (Act 114) to the District for each individual engaged by Contractor to provide services who will come in direct contact with children in providing such services, including Contractor.

**ARTICLE 9. MISCELLANEOUS**

The term of this Agreement shall be from May 6, 2022 through January 15, 2025. Notwithstanding anything herein to the contrary, OWNER may terminate this Agreement at any time for its convenience upon thirty (30) days written notice to the Contractor.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three (3) copies on the day and year first above written.

Attest:

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Contractor:

By

\_\_\_\_\_  
\_\_\_\_\_

(Title)

\_\_\_\_\_  
\_\_\_\_\_

(Street)

(City)

DISTRICT (Owner)

\_\_\_\_\_  
Board President- Council Rock School District

Attest:

\_\_\_\_\_  
(Secretary)

**CERTIFICATIONS**

I, \_\_\_\_\_, certify that I  
am the \_\_\_\_\_ of the Corporation named as Contractor herein, that \_\_\_\_  
\_\_\_\_\_ who signed this Agreement on behalf of the Contractor, was  
then \_\_\_\_\_ of said corporation; that said Agreement was duly signed for and on  
behalf of said corporation by authority of its governing body, and is within the scope of its corporate  
powers.

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

\_\_\_\_\_  
(Print or type the names underneath all signatures)