



**BOROUGH OF AMBLER
COMMITTEE MEETING AGENDA
September 2, 2025
7:00 p.m.**

*All matters that are deliberated could result in
a vote to take official action.*

I. MINUTES FOR REVIEW:

- a. AUGUST 19, 2025 COUNCIL MEETING

II. OPEN PUBLIC COMMENT PERIOD.

III. COMMITTEE REPORTS:

- a. FINANCE & PLANNING
- b. PUBLIC SAFETY
 - i. Motion – Resolution 2025-09 – Enforcement of Ordinance No. 748
- c. PUBLIC UTILITIES
- d. PARKS & RECREATION
- e. SALARY & PERSONNEL



AMBLER BOROUGH COUNCIL MEETING

Minutes

August 19, 2025

7:00 PM

I. CALL TO ORDER

President Glynnis Siskind called the Ambler Borough Council meeting of August 19, 2025, to order at 7:00 p.m.

II. PLEDGE OF ALLEGIANCE

President Siskind led the pledge of allegiance.

III. ROLL CALL

Present at the meeting were: Ms. Siskind, Ms. Sheedy, Ms. Henderson, Ms. Hughes Kelly, Ms. Roecker Coates, Ms. Iovine, Mr. Orehek, Mr. Hui, Police Chief Jeff Borkowski, Borough Manager Kyle Detweiler, and Solicitor Breslin. Mr. Brubaker and Mayor Sorg were absent.

IV. CITIZENS' COMMENTS- AGENDA ITEMS ONLY

Lindsay Daku 122 Greenwood Ave. expressed her strong support for a tree succession plan. She commented on the importance of trees and appreciated the involvement of the E.A.C.

Mary Spross 366 Forest Ave. echoed Ms. Daku's previous comments. She reiterated her support for the tree plan and the importance of caring for mature trees. She also expressed her desire for Council to support the Historical Society with a \$1000.00 donation

Ashley Aker 31 Orange Ave. also expressed her support for the tree succession plan.

Jim Neeley 230 N. Ridge commented regarding 220 S. Chestnut St. He noted that after his purchase of the property, the current tenants would stay through their lease. He gave more detailed description of the parcel, its current state and possible use in the future. Expounded on the benefits of new housing for the Borough.

Rob Cardillo 300 E. Park Ave. noted that he is the newest member of the E.A.C. and offered commentary on the importance of trees to the Borough.

Wesley Aber 31 Orange Ave, a practicing arborist, gave comment on the current trees on Butler Ave. and is in support of the succession plan for those trees.

Will Nassau 269 N. Ridge Ave echoed the importance of trees and stressed the importance of a succession plan for the trees.

Mark Setman 237 N. Spring Garden St. commented on the trees and the need to care for them. He wanted to make the public aware of the order form for the E.A.C. fall tree planting campaign – orders due 8/28/25.

V. MINUTES OF PREVIOUS MEETING

The Minutes of the July 15th Council Meeting were approved **8-AYE**.

VI. CONFIRMED APPOINTMENTS – Jordan Seigel Ambler Borough Intern reflected on her time working in the Borough Offices this summer.

VII. FINANCE DIRECTOR’S REPORT

A written report was submitted for the record.

VIII. POLICE DEPARTMENT REPORT

A written report was submitted for the record.

Ms. Hughes Kelly asked about the incident report, specifically #4 and #24 and if they were related.

Chief Borkowski offered that progress was made, and arrests are in progress.

Ms. Hughes Kelly questioned the bump in parking violations and traffic stops, wondering if it was a new initiative.

Chief Borkowski confirmed that indeed it was a new initiative, and the new technology was just put into use.

IX. FIRE DEPARTMENT REPORT

A written report was submitted for the record.

Ms. Hughes Kelly asked a question regarding F.D. response time and if it was an average.

Chief Borkowski replied that it was an average for response time.

X. EMS REPORT

A written report was submitted for the record.

XI. INTER-DEPARTMENT REPORTS

A. Public Works Department

A written report was submitted for the record.

Mr. Orehek asked if plans were being considered to improve the entrance to Riccardi Park.

Mr. Pagano said yes, indeed they are.

Ms. Hughes Kelly thanked the public works team for all their hard work.

Mr. Pagano posed a question to council regarding the decorative blocks surrounding the trees on the Avenue. He explained that loose blocks will be removed, the mulch is showing cosmetic improvement around the tree beds. He also gave a report on the removal of unauthorized play equipment at Jean Thompson Park.

Discussion ensued.

B. Water & Highway Department Reports

A written report was submitted for the record.

C. Wastewater Treatment Plant Report

A written report was submitted for the record.

D. Code Enforcement Report

A written report was submitted for the record.

Ms. Hughes Kelly asked a question regarding the Regulating animals' violation.

Mr. Kucher replied that he would rather not comment on the violation.

E. Manager's Report- Kyle Detweiler

A written report was submitted for the record.

Mr. Detweiler offered that a new payment terminal was in use for all payments at the front desk.

Ms. Roecker Coates asked how the D.V.I.T. visit went.

Mr. Detweiler answered that the size of the report was reduced, and we are already working on items pointed out in the new report.

Ms. Hughes Kelly asked a question regarding 24-26 North Ridge Ave. Mr. Kucher answered and explained the time frame. Mr. Detweiler further clarified.

XIII PROFESSIONAL CONSULTANTS' REPORTS

A. Engineer's Report

A written report was submitted for the record.

B. Wastewater Treatment Plant Engineer's Report

A written report was submitted for the record.

C. Solicitor's Report

COUNCIL COMMITTEE REPORTS:

A. Finance & Planning Committee – Elizabeth Iovine, Chair

1. Motion to authorize payment of all bills as presented for July 2025 in the amount of \$860,011.70. **Carried 8-AYE.**
2. Motion to authorize the development of a succession plan for tree planting along Butler Ave. **Carried 8-AYE.**
3. The Committee did not recommend a vote not to amend the zoning ordinance to permit residential use in the Office Campus zoning district.
Carried 8-AYE.

Council opinion: Ms. Hughes Kelly is not opposed to continuing a conversation to allow additional use for the property, but she is not in favor of a residential zoning change.

Mr. Breslin advised on procedure regarding the motion.

Council for the landowner asked to table the motion until full council was present and was denied.

4. Motion to authorize a donation to the Wissahickon Vallet Historical Society for \$1,000.00 in recognition of their 50th Anniversary. **Carried 8-AYE.**

B. Public Safety Committee – Amy Hughes Kelly, Chair.

Council opinion: Ms. Hughes asked if there was a difference between the ordinances.

Chief Borkowski explained the differences.

1. Motion to approve Resolution 2025-07 the revision to the parking violation fines. **Carried 8-AYE.**
2. Motion to approve Resolution 2025-08 an agreement between the Borough of Ambler and PennDOT for winter maintenance services. **Carried 8-AYE.**

C. Public Utilities Committee – Lou Orehek, Chair.

1. Motion to proceed with the EPR-1 & EPS-2 MMC Panel Change-Out proposal from Arris Engineering. **Carried 8-AYE.**
2. Motion to proceed with the water meter replacement and installation proposal from Rio Supply. **Carried 8-AYE.**
3. Motion to proceed with the Wastewater treatment plant roof replacement proposal from San Giuliano roofing. **Carried 8-AYE.**

D. Parks & Recreation Committee – Jennifer Henderson, Chair.

Parks & Recreation Committee considered no motions.

E. Salary and Personnel Committee – Karen Sheedy, Chair.

1. Motion to offer a conditional offer of employment to Thomas Johnson for the available position of Wastewater Treatment Plant mechanic 1. **Carried 8 AYE.**

A. CITIZENS' COMMENTS

Anna Lee Lapinski 136 Rosemary Ave. asked about a Councilpersons absence.

Lindsey Daku 122 Greenwood Ave. questioned the trimming of the tree outside the PD.

Mr. Pagano explained that the tree and the vines covering it were scraping the police cars as they exited and entered the driveway.

Mr. Detweiler explained that the officers couldn't see past the vines and branches hanging.

Mr. Pagano explained that the vines had been removed.

Mr. Kucher offered that the person attending to the tree is a certified "tree tender".

Mark Setman 237 N. Spring Garden St. reminded everyone that the forms for the fall tree planting were located in the back of the room on the table.

Ms. Siskind made the motion to Adjourn the meeting at 8:45. **Carried 8-AYE**

B. ADJOURNMENT

Finance & Planning Committee

The previous Committee meeting was held on August 5, 2025, at 7:00pm. Committee Members: – Elizabeth Iovine - Chair, Karen Sheedy and Redmond Brubaker.

The Committee will not consider any recommendations at this time.

The following business will be discussed:

1. Consideration of a draft trash bid proposal. **(Enclosed)**
2. A Request for Qualifications (RFQ) for the services of Borough Auditor. **(Enclosed)**
3. A Request for Qualifications (RFQ) for the services of Borough Engineer, Municipal & Water. **(Enclosed)**
4. A Request for Qualifications (RFQ) for the services of Borough Solicitor. **(Enclosed)**

Items For Consideration:

1. Advertisement of the Request for Qualifications (RFQ) for the positions of Borough Solicitor, Municipal Engineer (Borough & Water Utility), and Borough Auditor. **(Enclosed)**

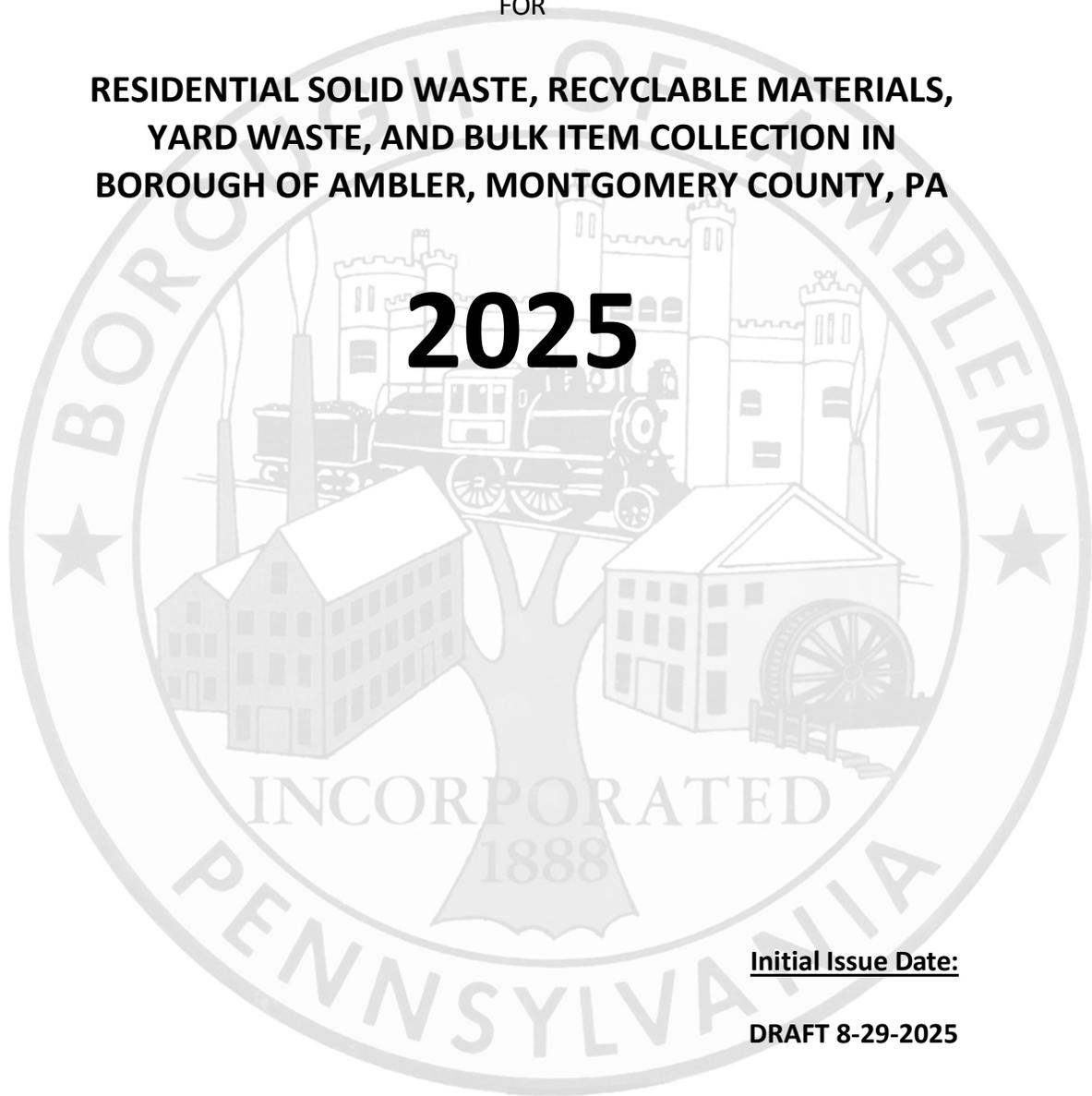
BOROUGH OF AMBLER

BID SPECIFICATIONS

FOR

RESIDENTIAL SOLID WASTE, RECYCLABLE MATERIALS,
YARD WASTE, AND BULK ITEM COLLECTION IN
BOROUGH OF AMBLER, MONTGOMERY COUNTY, PA

2025



Initial Issue Date:

DRAFT 8-29-2025

Addendums Issued:

**BID SPECIFICATIONS
FOR
RESIDENTIAL SOLID WASTE, RECYCLABLE MATERIALS, YARD WASTE, AND BULK ITEM COLLECTION
IN BOROUGH OF AMBLER, MONTGOMERY COUNTY, PA**

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DRAFT

SECTION 1 - INSTRUCTIONS TO BIDDERS1.01 Scope of Services

The services to be provided under this bid request consist of the collection and transportation of residential solid waste, recyclable materials, yard waste, and bulk waste from approximately 2,150 residential properties within the Borough of Ambler, Montgomery County, Pennsylvania to a solid waste disposal facility, recycling processing facility, and yard waste disposal facility designated by the Borough.

1.02 Description of Bids RequestedA. Primary Bid:

The Primary Bid shall be based on curbside collection and transportation from DATES residential properties on a per unit/per year basis as follows:

1. Residential solid waste once each week in each year of the contract.
2. Comingled recyclable materials collection once each week in each year of the contract.
3. Yard waste collection once each week between DATES, together with the week beginning the third Monday in January in each year of the contract.
4. Bulk waste collection once each week in each year of the contract.
5. A contract term of three (3) years, with the option to extend the contract for up to two (2) additional one (1) year periods.

B. Alternate Bid:

The Alternate Bid shall be based on curbside collection and transportation from 2,150 residential properties on a per unit/per year basis as follows:

1. Residential solid waste once each week in each year of the contract.
2. Comingled recyclable materials collection once each week in each year of the contract.
3. Yard waste collection once each week between DATES, together with the week beginning the third Monday in January in each year of the contract.
4. Bulk waste collection once each week in each year of the contract.
5. A contract term of three (3) years, with the option to extend the contract for up to two (2) additional one (1) year periods.

The Alternate Bid shall be based on cart-only collection of residential solid waste and recycling materials from 2,150 residential properties utilizing an automated collection system consisting of a single operator, side-loading trash or recycling collection vehicle that uses a mechanical arm to lift a trash or recycling container and deposit the trash or recycling materials either directly into the body of the collection vehicle or into a container attached to the front of the collection vehicle (Curroto system) which then periodically deposits the materials into the body of the collection vehicle, and the collection and transportation of yard waste and bulk items from these same properties using traditional collection methods and not using an automated collection system.

The Alternate Bid shall also include the collection and transportation of residential solid waste, recycling materials, yard waste, and bulk items from 2,150 residential properties using traditional (manual) collection methods and not utilizing an automated collection system. A map showing the location of these 2,150 residential properties is included as Exhibit I.

If an Alternate Bid is awarded, the Successful Bidder shall purchase, maintain, and deliver during the term of the contract, one ninety-six (96) gallon wheeled trash container to each of the 2,150 residential units being serviced with the automated collection system.

A second ninety-six (96) gallon wheeled trash container shall be made available to any individual residential property owner upon request. Each residential property owner requesting a second ninety-six (96) gallon wheeled container shall be responsible for the cost of the container which shall not exceed the Successful Bidder's cost plus ten (10%) percent. The Successful Bidder shall invoice the resident directly for the cost of the second container.

A sixty-five (65) gallon wheeled trash container, instead of the initially issued ninety-six (96) gallon wheeled trash container, shall be made available to any individual resident upon request who does not want, cannot use or manage, or does not produce enough residential solid waste to fill a ninety-six (96) gallon wheeled container each week.

All wheeled trash containers must be clean and deodorized prior to delivery. Any damaged wheeled trash containers provided by the Successful Bidder shall be repaired or replaced within 48-hours after being reported to the Successful Bidder.

C. Roll-off Container Unit Price

Each bidder shall provide unit prices for twenty (20) cubic yard and thirty (30) cubic yard roll-off containers for municipal solid waste at locations in the Borough, as determined by the Borough, to be used for Borough purposes. It shall be assumed that the Borough may utilize roll-off container service at any time during the life of the contract, and shall not be limited or restricted as to quantity or location of roll-off container service other than the unit price submitted with the bid.

1.03 Residential Solid Waste Disposal

Residential solid waste collected under either the Primary Bid or Alternate Bid shall be delivered to PADEP Approved Collection Facility, or to another disposal facility as may be designated by the Borough from time to time, or at any time, that is within thirty (30) miles of the intersection of Butler Avenue & Lindenwold Ave.

1.04 Recyclable Materials Disposal

Recyclable materials collected under either the Primary Bid or Alternate Bid shall be delivered to PADEP Approved Collection Facility, or to another disposal facility as may be designated by the Borough from time to time, or at any time, that is within thirty (30) miles of the intersection of Butler Avenue & Lindenwold Ave.

1.05 Yard Waste Disposal

Yard waste collected under either the Primary Bid or Alternate Bid shall be delivered to PADEP Approved Collection Facility, or to another disposal facility as may be designated by the Borough from time to time, or at any time that is within thirty (30) miles of the intersection Butler Avenue & Lindenwold Ave.

1.06 Bulk Item Collection

Bulk Waste shall be collected curbside on days designated for residential solid waste collection. There is a limit of one such item per residential property per week. Bulk waste shall be disposed of in the same manner as residential solid waste.

1.07 Collection of Municipal Waste from Street Sweeping

The Successful Bidder shall collect, transport, and dispose of all Borough-generated street sweeping debris by providing thirty (30) cubic yard roll-off capacity dumpsters to the Borough of Ambler WWTP 505 South Church Street, Ampler PA 19002 on dates and times arranged between the Borough and the Successful Bidder. The dumpsters for street sweeping debris shall be emptied as often as necessary. This service will require the use of approximately dumpsters each year. The cost of providing this service shall be included in the bid.

1.08 Non-Residential Properties

Solid waste or other waste materials generated by non-residential properties are not included in the scope of services in these Bid Documents.

1.09 Collection at Municipal Properties

The successful bidder shall collect, transport, and dispose of all solid waste from Borough of Ambler owned properties by providing six (6) cubic yard capacity dumpsters at the locations noted below.

The successful bidder shall collect, transport, and dispose of all recyclable materials from Borough of Ambler owned properties at the locations noted below. All recycling materials will be placed for collection at each location in sixty-five (65) gallon wheeled recycling containers. Each location may place a varying number of sixty-five (65) gallon wheeled recycling containers for collection from week to week, and there may be from one (1) to six (6) containers at some of the locations.

The number, type, and size of dumpsters to be provided for solid waste at each location as listed below is shown in parentheses:

- a. AMBLER WWTP _____
- b. AMBLER BOROUGH OFFICE _____
- c. AMBLER PUBLIC WORKS BUILDING _____
- d. _____
- e. _____

The Borough of Ambler may require the Successful Bidder to provide up to _____ additional dumpsters at other locations, or elsewhere, during the contract period, and/or to increase or reduce the size of dumpsters at each location at no additional cost.

The dumpsters provided for solid waste generated from municipal properties, and all recycling containers placed for collection at these same locations shall be emptied as often as necessary, but not less than once each week. The dumpsters for solid waste and recyclable materials at the **Various Borough Properties** shall be emptied twice weekly on Mondays and Fridays each week. The cost of providing this service shall be included in the bid.

1.10 Examination of the Borough of Ambler

Bidder shall inspect all areas and locations included within the scope of services so as to make their own judgment with respect to the number of collection locations and all other circumstances affecting the cost of the services to be provided, and the nature of the work to be performed. The Successful Bidder shall assume patent and latent risks in connection therewith.

1.11 Examination of Bid Documents

The Borough does not make any representations in connection with any of the materials which form part of this proposal, including the Instructions to Bidder, General Specifications, Detailed Specifications, Exhibits and all other documents contained herein (collectively "Bid Documents"). Bidders are advised to carefully examine the Bid Documents to make their own independent evaluation and judgment with respect to the circumstances affecting the cost of services and the manner of their performance.

1.12 Additional Compensation

The Contractor shall be paid the unit price stipulated in the contract for the collection and transportation of residential solid waste, recyclable material, yard waste, and bulk items from any new residential dwelling unit occupied during the contract term. An occupied dwelling unit shall be a residential unit that has received a Certificate of Occupancy from the Borough during the term of the contract. The Borough will notify the Contractor of any new residential dwelling units requiring service under the contract on a quarterly basis.

1.13 Interruption of Borough Services/Compliance with Laws

The Successful Bidder, in the performance of the scope of services called for in these Bid Documents, must employ such methods and practices in the performance of its contract, to avoid interruption or interference with the operation of Borough of Ambler services, and shall not violate any applicable statutes, regulations or ordinances of the United States of America, Commonwealth of Pennsylvania, any political subdivision thereof, or Borough, and shall take all necessary steps to ensure that during the course of performance there will be no infringement on the rights of the public.

1.14 Preparation of Bids

Each bidder must submit pricing on a per dwelling unit basis for the services requested in these Bid Documents, and include the total cost of the contract amount for each year of the contract for the Primary Bid and Alternate Bid options. Failure to conform to this requirement may be cause for rejection of a bid by the Borough of Ambler.

1.15 Signature of Bidders

The Firm, Corporation, or individual name of a bidder must be manually signed in ink in the space provided on the Bid Proposal Form. In the case of a Firm or Corporation, the title of the Officer signing on behalf of such entity must be stated, the seal of the Firm or Corporation must be affixed, and the Officer executing the document on behalf of the firm or Corporation shall include a certified copy of the form indicating that Officer's authority to submit a bid on behalf of the Firm or Corporation. In the case of a Partnership, the signature of an authorized Partner must be below the Firm name, together with an indication that the signature is that of a Partner. In the event that some other agent of the Partnership submits or executes a bid for the Firm, that individual must include a notarized statement executed by the Partnership, which designates the individual as an Agent authorized to execute and submit the bid.

1.16 Bidders Affidavit

Each bidder shall duly execute and deliver the Bidder's Affidavits on the forms attached hereto.

1.17 Consent of Surety

Each bid shall be accompanied by Consent of Surety from an approved Surety Company that is licensed to conduct business in the Commonwealth of Pennsylvania. The Consent of Surety must be accompanied by a letter stating that the Surety agrees to furnish the required Performance Bond, which is made a condition of the awarding of a contract under the provisions of these Bid Documents.

1.18 Bid Guaranty

Each bid must be accompanied by either a Bid Bond or a certified check in the amount of 10% of the total bid amount, payable to Borough of Ambler, and submitted as an unconditional guaranty that in the event the bid is accepted, and a contract is awarded, the successful bidder will duly execute the same.

1.19 Affirmative Action Affidavit

Each bidder shall complete, sign, and deliver at the time of the submission of the bid, an Affirmative Action Affidavit on the form included in these Bid Documents.

1.20 Affidavit of Non-Collusion

Each bidder shall complete, sign, and deliver at the time of the submission of the bid, an Affidavit of Non-Collusion on the form included in these Bid Documents.

1.21 Performance Bond

The successful bidder shall furnish the Borough with a Performance Bond within thirty (30) days of contract award as security for the faithful performance of the contract. The Bond shall be in an amount equal to one hundred percent (100%) the total contract price for the first full year of the contract term.

The Performance Bond shall be renewed annually on the commencement date of each new contract year, with the same or different Surety, provided that a Performance Bond is continuously maintained and in full force and effect for the full term of the contract year. Renewal and/or replacement Performance Bonds shall be furnished to the Borough at least sixty (60) days before the expiration of the previous year's Performance Bond, or the Contractor may be declared in default of the contract. In that event, the Borough shall have the right to demand full performance and payment under the Performance Bond then in effect.

The Performance Bond must be accompanied by a Power of Attorney bearing the seal of the bonding company and evidencing the authority of the Bonding Agent to execute the Bond, as well as the right of the Surety Company to do business in the Commonwealth of Pennsylvania. The Surety Company shall be rate as "A", or better by the A.M. Best Company Insurance Services, or equivalent bond rating agency.

1.22 Competency of Bidders

Each bidder shall furnish proof that the bidder, or any parent, subsidiary, or affiliated entity has at least five (5) years' experience as either the owner or the principal operator of a business or businesses engaged in the collection and transportation of solid waste, recycling materials, yard waste, and bulk items from municipalities of not less than 6,000 residential properties. The Borough may reject, in its sole discretion, any bid if it determines that a bidder is not qualified to fulfill the obligations hereunder.

Each bidder must complete the Bidder's Questionnaire included in these Bid Documents and any supporting documentation at the time of the bid submission. Failure to include the Bidder's Questionnaire may cause a rejection of the bid in the sole discretion of the Borough.

1.23 Withdrawal of Bids

No bid may be withdrawn, altered, or otherwise modified after it has been duly submitted.

1.24 Disposition of Bid Guaranty

The Successful Bidder shall execute a contract and furnish the required Performance Bond within twenty (20) days after receiving notice from the Borough that such a bidder was awarded a contract. Upon execution and delivery of the contract and required Performance Bond, any deposits or Bid bonds made by other bidders will be returned.

If the Successful Bidder to whom a contract award is made shall fail to deliver an executed contract and required Performance Bond within twenty (20) days after said award, the Borough may vacate the award, and the bidder awarded the contract shall forfeit its Bid Bond as liquidated damages, or the Borough may, at its option, recover from such bidder the difference between the price of the initially awarded bid and the amount of the contract that may be subsequently awarded to the next lowest responsible bidder, or pursue any other remedies available under law.

1.25 Interpretation

No interpretation of the meaning of the Bid Documents will be made to any individual bidder. Supplemental instructions, if any, will be made in the form of written addenda which, if issued, will be sent to all parties on record having received the Bid Documents. Failure of any bidder to receive any such addenda shall not relieve the bidder of any obligation under its bid as submitted or from any obligation to conform to the requirements of any such addenda.

1.26 Award of Contract

Any contract award by the Borough will be made on or before sixty (60) days following the bid opening date to the lowest responsible bidder, whose bid complies with the requirements of the Bid Documents as determined by the Borough in its sole discretion.

The Borough reserves the right, in its sole discretion, to reject any or all bids, or to choose that bid which it believes meets the best interests of the Borough. The Borough also reserves the right to reject any bid that fails to include all documents required to be filed with the bid, and/or that mis-states or conceals any material fact.

The Borough shall determine, in its sole discretion, whether a bidder is responsive and/or responsible and may require a bidder to submit additional information to support statements made by a bidder in its bid submission. Each bidder agrees to furnish additional information which may be required by the Borough in determining if a bidder is qualified to fulfill the required contract obligations contemplated in these Bid Documents.

The Borough reserves the right to waive any non-conformity with respect to any bid, or error with respect to the same, which does not constitute a substantial departure from the requirements of the Bid Documents, and bidders shall agree that the determination of whether an error or departure is one of substance rests within the sole discretion of the Borough.

1.27 Term of Contract

The contract awarded hereunder shall be for a contract term of three (3) years, with the option to extend the contract for up to two (2) additional one (1) year periods. The Borough reserves the right, in its sole discretion, to extend the contract for each of the optional one (1) year periods, or for none of the optional periods.

1.28 Bid Proposal Form

Each bid shall be submitted on the Bid Proposal Form included in these Bid Documents.

1.29 Conditions, Exclusions, or Changes to the Bid Documents

No conditions, exclusions, or changes to the Bid Documents shall be allowed, except if the Borough determines, in its sole discretion, that the conditions, exclusions, or changes would be in the interest of the Borough. If a bidder includes any conditions, exclusions, or changes to the Bid documents in its bid submission, the bidder shall provide a full and comprehensive explanation as to why such conditions, exclusions, or changes to the Bid Documents are necessary and in the interest of the Borough. Bidders are hereby advised that upon the award of a contract, all items, conditions, provisions and procedures set forth in the Bid Documents, and any Addenda or Affidavits pursuant thereto shall be a part of the contract.

SECTION 2 - GENERAL SPECIFICATIONS FOR CONTRACTOR AWARDED BID**2.01 Obligation of the Contractor Awarded the Bid**

The Successful Bidder (hereinafter "Contractor"), at its own cost and expense, and in strict conformity with these Bid Documents shall furnish all the material, labor, and equipment necessary for the collection and transportation of residential solid waste, recyclable materials, yard waste, and bulk items from all residential and municipal properties within the Borough.

2.02 Obligation of the Borough of Ambler

The Borough has enacted ordinances to ensure the proper separation of comingled recyclable materials from residential solid waste by each residential property owner or occupant, and for the proper storage and the placement of residential solid waste, recyclable materials, yard waste, and bulk items for collection by the Contractor. The Borough shall make payments to the Contractor for collection and transportation services as required by, and in conformance with the terms of the contract, and shall separately contract with disposal facilities to receive and accept all of the solid waste, recyclable materials, yard waste, and bulk items collected by the Contractor.

2.03 Supervision by the Contractor

The Contractor shall designate one or more responsible supervisors with a pickup truck or similar vehicle to monitor the collections being made under the contract. Each supervisor shall have a mobile phone to receive complaints, answer inquiries, and resolve disputes with respect to the services required by the contract. The mobile phone number(s) shall be provided to the Borough so that its staff can directly contact the supervisor(s) at all times while collections are being made.

The Contractor shall provide a telephone number that is available to the public for inquiries or to report complaints in connection with the services required by the contract. During non-collection hours, the Contractor shall maintain a voice message answering system at the same telephone number to receive calls.

2.04 Notice to the Contractor

The place of business designated by the Contractor in its bid proposal form shall be the place at which all notices, letters, e-mails, and other communications shall be served by the Borough, either through regular mail, certified mail, or electronic communications. Nothing herein contained shall be deemed to preclude or render inoperative the service of any notice, letter, or other communication delivered to the Contractor at its place of business or delivered to any person under the employ or control of the Contractor.

2.05 Inspection

Borough designated representatives may inspect the collections being made pursuant to the contract and may require correction of any improper or deficient performance observed through the supervisor, employee, or agent of the Contractor on duty during collection operations.

2.06 Competent Workers to be Employed

The Contractor shall employ only competent workers to perform the tasks required by the contract. An employee of the Contractor shall be disciplined, suspended, or discharged from performing any work under the contract for any one of the following offenses during working hours:

- a. Intoxication and/or use of illegal drugs
- b. Use of loud, profane, vulgar, or obscene language
- c. Any solicitation for gratuities, tips, beverages, etc.
- d. Refusal to collect or handle waste materials if properly placed for collection
- e. Willful damage or destruction of property, including waste containers
- f. Willful scattering or spilling of wastes properly placed for collection
- g. Any act which constitutes a public nuisance in the performance of this contract

The Borough will notify the Contractor about any of the above offenses and the Contractor is expected to take all required actions to address the offenses. The Contractor may also be penalized for any offenses committed by its employees in accordance with these Bid Documents.

2.07 Employee Safety and Training Requirements

The Contractor shall have an up-to-date Safety Training Program and Operations Plan applicable to all employees engaged in the services provided under the contract. The Safety Training Program shall include training components which comply with all Federal, State, and local safety standards applicable to the Contractor's operations.

No employee of the Contractor shall be permitted to work in the Borough until such time as said employee has completed the minimum training required to perform the tasks necessary to fulfill the Contractor's obligations under the contract.

The Borough reserves the right to inspect the Contractor's Safety Training Program, Operations Plan, and any employee certifications at any time prior to, and during the term of the Contract.

2.08 Indemnification

The Contractor shall defend, indemnify, defend, and hold harmless the Borough, its elected and appointed officials, officers, employees, agents, affiliates, and authorized volunteers from and against any and all claims, counterclaims, suits, demands, actions, causes of action, losses, damages, setoffs, liens, attachments, judgments, debts, expenses, forfeitures, and/or other liabilities of whatsoever kind or nature, to the extent alleged and resulting from the negligence or willful misconduct of the Contractor and its subsidiaries and affiliates, and their employees, agents, servants and subcontractors in the performance of services under the Contract.

2.09 General Insurance Requirements

1.1 - The Contractor shall not commence operations until the Contractor has obtained at the Contractor's own expense all of the insurance as required hereunder, and such insurance has been approved by the Borough; nor shall the Contractor allow any Subcontractor to commence operations on any subcontract until all insurance required of the Subcontractor has been so obtained and approved by the Contractor. Approval of insurance required of the Contractor will be granted only after submission to the Borough of original certificates of insurance signed by authorized representatives of the insurers or, at the Borough's request, certified copies of the required insurance policies.

1.2 - Insurance as required hereunder shall be in force throughout the term of the Contract. Original certificates signed by authorized representatives of the insurers or, at the Borough's request, certified copies of insurance policies, evidencing that the required insurance is in effect, shall be maintained with the Borough throughout the term of the Contract.

1.3 - The Contractor shall require all Subcontractors to maintain during the term of the Contract liability insurance and workers compensation and employer's liability insurance to the same extent required of the Contractor, unless any such requirement is expressly waived or amended by the Borough in writing. The Contractor shall furnish Subcontractors' certificates of insurance to the Borough immediately upon request.

1.4 - All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation or non-renewal until sixty (60) days prior written notice has been given to the Borough. Further, Contractor shall also notify the Borough in writing if any of the insurance required hereunder is cancelled or non-renewed.

1.5 - No acceptance and/or approval of any insurance by the Borough shall be construed as relieving or excusing the Contractor or the Contractor's Surety from any liability or obligation imposed upon either or both by the provisions of the Contract.

1.6 - If the Contractor does not meet the insurance requirements of this Contract, the Contractor shall forward a written request to the Borough for a waiver in writing of the insurance requirement(s) not met or approval in writing of alternate insurance coverage, self-insurance, or group self-insurance arrangements. If the Borough denies the request, the Contractor must comply with the insurance requirements as specified in these Bid Documents.

1.7 - All required insurance coverages must be underwritten by insurers allowed to do business in the Commonwealth of Pennsylvania and acceptable to the Borough. The insurers must also have a policyholders' rating of "A-" or better, and a financial size of "Class VII" or better in the latest evaluation by A. M. Best Company, unless Borough grants specific approval for an exception. The Borough hereby grants specific approval for the acquisition of workers compensation and employers liability insurance from the State Workers' Insurance Fund.

1.8 - Any deductibles or retentions of \$10,000 or greater shall be disclosed by the Contractor and are subject to Borough's written approval. Any deductible or retention amounts elected by the Contractor or imposed by the Contractor's insurer(s) shall be the sole responsibility of the Contractor.

2.10 Contractor's Liability Insurance

2.10.1 - The Contractor shall purchase and maintain the following insurance coverages for not less than the limits specified below or required by law, whichever is greater:

a) Commercial general liability insurance or its equivalent on an occurrence basis (claims made coverage not acceptable) for bodily injury, personal injury and property damage including loss of use, with minimum limits of:

\$1,000,000	each occurrence;
\$1,000,000	personal and advertising injury;
\$1,000,000	general aggregate; and
\$1,000,000	products/completed operations aggregate.

The insurance shall include coverage for all of the following:

- i. Liability arising from premises and operations;
- ii. Liability arising from the actions of independent contractors;
- iii. Liability arising from products and completed operations; and
- iv. Contractual liability including protection for the Contractor from bodily injury and property damage claims arising out of liability assumed under the Contract.

- b) Business auto liability insurance or its equivalent with a minimum limit of \$1,000,000 per accident and including coverage for all of the following:
- i. Liability arising out of the ownership, maintenance or use of any auto;
 - ii. Automobile contractual liability; and
 - iii. Pollution liability - Broadened Coverage for Covered Autos (ISO form CA 9948 or its equivalent).

In lieu of iii. above, pollution liability coverage for the Contractor's auto liability exposures may be arranged under the environmental impairment liability coverage required below.

2.10.2 - Workers compensation insurance or its equivalent with statutory benefits as required by any state or Federal law, including standard "other states" coverage; employers liability insurance or its equivalent with minimum limits of:

\$500,000	each accident for bodily injury by accident;
\$500,000	each employee for bodily injury by disease; and
\$500,000	policy limits for bodily injury by disease.

2.10.3 - Umbrella excess liability or excess liability insurance or its equivalent with the following minimum limit:

\$3,000,000	per occurrence;
\$3,000,000	aggregate for other than products/completed operations and auto liability
\$3,000,000	products/completed operations aggregate

and including all of the coverages on the applicable schedule of underlying insurance for commercial general liability, business auto liability, and employer's liability.

2.10.4- Environmental impairment liability (pollution legal liability) insurance or its equivalent (claims made coverage is acceptable) with minimum limits of:

\$1,000,000	per pollution incident
\$2,000,000	annual aggregate.

This insurance shall include both premises and operations, and products and completed operations coverage for the liability of the Contractor and its directors, officers, and employees for claims arising out of the Contractor's negligence in the collection, handling, hauling, loading or unloading, removing or storing of residential solid waste, recyclable materials, yard waste, and bulk items or similar material, with such coverage to be maintained for two (2) years after the expiration of the contract.

2.10.5 - The Borough and its affiliates, elected and appointed officials, employees, agents, and authorized volunteers shall be named as additional insureds on Contractor's commercial general liability and umbrella and excess liability insurance policies with respect to liability arising out of, or related to, Contractor's services performed under the Contract and the certificate(s) of insurance, or the certified policy or policies if requested, must so state this.

2.10.6 - Insurance provided to the Borough and its elected and appointed officials, employees, agents, and authorized volunteers under any Contractor's liability insurance required herein, including, but not limited to, umbrella and excess liability or excess liability policies, shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of insurance or self-insurance. (Any cross suits or cross liability exclusion shall be deleted from Contractor's liability insurance policies required herein.)

2.10.7 - Insurance provided to the Borough and its affiliates, elected and appointed officials, officers, employees, agents, and authorized volunteers as specified and required herein shall be primary, and any other insurance, self-insurance, coverage or indemnity available to the Borough and its affiliates elected and appointed officials, officers, employees, agents, and authorized volunteers shall be excess of and non-contributory with insurance provided to the Borough and its elected and appointed officials, officers, employees, agents and authorized volunteers as specified herein.

2.11 Acknowledgment of Contractor's Independent Contractor Status

Contractor hereby acknowledges its status as an independent Contractor while performing services under the contract and that the Borough workers compensation coverage is not intended to and will not respond to any medical or indemnity loss arising out of injury to the Contractor or its employees during the Contractor's performance of services for the Borough. To the fullest extent permitted by law, the Contractor specifically waives any right of recovery against the Borough and its elected and appointed officials, officers, volunteers, consultants, agents and employees for personal injury and/or loss of income suffered during the performance of services as an independent contractor for the Borough. Such waivers shall apply regardless of the cause of the origin of the injury, loss or damage, including negligence by the Borough and its elected and appointed officials, officers, volunteers, consultants, agents and employees. The Contractor shall advise its insurers of the foregoing.

2.12 Waiver of Subrogation

To the fullest extent permitted by law, the Contractor and its invites, employees, officials, volunteers, agents and representatives waive any right of recovery against the Borough and its elected and appointed officials, officers, volunteers, consultants, agents and employees for all claims, liability, loss, damage, costs or expense (including attorneys' fees) arising out of or related to Contractor's services performed

under this Contract. Such waivers shall apply regardless of the cause of the loss or damage, including the negligence of the Borough and its elected and appointed officials, officers, volunteers, consultants, agents and employees. The Contractor shall advise its insurers of the foregoing.

2.13 Damage to Property of the Contractor and its Invitees

The Contractor shall be solely responsible for any loss or damage to all property of the Contractor or its invitees, employees, officials, volunteers, agents and representatives while such property is on, at or adjacent to the premises of the Borough or arises out of or is related to Contractor's services performed under this Contract.

2.14 Correction of Breaches of Non-Performance

In the event that the Contractor shall be in breach of the contract, or if the Contractor fails to collect the materials required by the Bid Documents, and such breach or failure shall continue for a period of two (2) consecutively scheduled pick-up dates, inclusive of holidays, the Borough may, at its option, declare the contract in default.

Upon a declaration of default, the Borough may notify the Contractor's Surety on its performance bond of the Contractor's default of its obligations under the contract, and require the Surety, within seven (7) days of the notice, to: (a) undertake the completion of the contract, (b) provide financial assistance to the Borough to remedy the default, and/or (c) pay the full amount of the Performance Bond. These options shall be cumulative to all other legal and/or equitable rights of the Borough, and the Borough may avail itself of any and all legal and/or equitable remedies available to it against the Contractor and/or its Surety for the immediate and specific performance of the contract, and the payment of all damages sustained by reason of said breach.

In the event of a labor stoppage; labor strike; lockout; destruction of, or damage to, or interruption, suspension, or interference with the operation of the Contractor's equipment caused by Acts of God, fires, explosions, or other similar events beyond the reasonable control of the contractor, or by restraints of government, lawful orders of court, administrative agencies, or governmental officers, or by suspension, termination or interruption of governmental licenses or permits, and/or by changes in laws, regulations or ordinances, then the Contractor shall be excused from the performance of the contract, however, under any such circumstance, it is acknowledged that the Borough's cost of performing the work specified in the contract to be done during any such period shall be charged to the Contractor and paid to the Borough as in the case of a default by the Contractor.

2.15 Hindrances and Delays

The risks and uncertainties in connection with the Contract are assumed by the Contractor as part of its contract and are compensated in accordance with the contract price for the work. The Contractor, except as otherwise definitely specified in the contract, shall bear all loss or damage from hindrances and/or delays from any cause during the progress of any portion of the work embraced in the contract, including all loss or damage arising out of the nature of the work to be completed, or from the action of the elements, inclement weather and floods, pandemic, or from any unforeseen and unexpected conditions or circumstances encountered in connection with the work, or from any cause whatsoever. Except as otherwise definitely specified in the contract, charges other than that so included in the contract price for the work shall not be made by the Contractor against the Borough for such loss or damage.

Should the work be stopped by Order of the Borough for any cause, other than those authorized in the contract, then and in that event such expense as, in the opinion of the Borough, is caused to the Contractor hereby, other than the legitimate cost of carrying on the contract, will be paid by the Borough.

2.16 Penalties

The Borough shall notify the Contractor of all complaints regarding the performance of the contract and it shall be the duty of the Contractor to take whatever steps are necessary to remedy the complaints in a timely manner in accordance with these Bid Documents.

In addition to any other remedies set forth in these Bid Documents for non-performance or default, the failure by the Contractor to remedy complaints shall result in the imposition of penalties, and the Borough may deduct these penalties from any payments due to, or which may become due to, the Contractor as follows:

- A. **Failure to clean-up spilled material** - Two Hundred Dollars (\$200.00) for each occurrence.
- B. **Failure to resolve missed collections within eight (8) working hours** - Two Hundred Dollars (\$200.00) for each occurrence. For example, a complaint received by the Contractor at 10:00 am on Tuesday must be resolved by 6:00 pm that same day. A complaint received by the contractor at 4:00 p.m. on Monday must resolved by 12:00 pm on Tuesday.
- C. **Missed collections at the same address within a six (6) -month period** - Four Hundred Dollars (\$400) for the third and subsequent violation
- D. **Changing the collection day without notifying the Borough** - One Thousand Dollars (\$1,000) for each occurrence.

- E. **Starting route collections before 6:00 am** - Five Hundred Dollars (\$500) for each occurrence.
- F. **Collections after 6 pm** - Three Hundred Dollars (\$300) for each occurrence.
- G. **Violations of Section 3.12, Manner of Performance** - Five Hundred Dollars (\$500) for each occurrence.
- H. **Failure to properly separate recyclable materials from residential solid waste** or any other action which causes a truckload of recyclable material to be rejected by the recycling facility - One Thousand Dollars (\$1,000) per load.
- I. **Failure to collect bulk item appropriately placed for collection on the specified day of collection** - One Hundred Dollars (\$100) per occurrence.
- J. **Employee offenses** - One Hundred (\$100) Dollars per occurrence.
- K. **Failure to provide a supervisor on the street or to have mobile phone service** - Two Hundred Dollars (\$200) per occurrence.
- L. **Failure to place empty containers upright at the curb or street line after collection** – One Hundred (\$100) Dollars per occurrence.
- M. **Placement of empty containers that block a driveway or street** – Three Hundred (\$300) Dollars

2.17 Payments

The Contractor shall be paid by the Borough on a monthly basis on or before the last day of the succeeding month during which the Contractor performed collection services. The Contractor must submit an invoice by the 10th day of each month to permit proper review and processing by the Borough. The invoice must include the number of dwelling units serviced, the cost per unit, any additional costs incurred as provided for under the contract, and the total price being charged for the month.

2.18 Assignment

Neither the services provided under the contract, or any portion thereof, or any of the proceeds thereof, may be assigned, sublet, or transferred to any person, firm or corporation, except with the prior written consent of the Borough, provided however, that the contract may be assigned to any wholly owned subsidiary of the Contractor, with consent from the Borough upon thirty (30) days prior written notice of such assignment, which consent shall not be unreasonably withheld. Such assignment shall not release the Contractor from any liability or obligations under the contract.

2.19 No Waiver of Contract

No violation, breach, or failure of performance shall be deemed to be waived by the Borough because of payment by the Borough made in accordance with these Bid Documents, nor shall such payment or payments be deemed to be a waiver of the Borough's right to terminate the contract pursuant to the terms of the contract.

2.20 Compliance with all Laws

The Contractor shall comply with all federal, state, and local laws and regulations in the performance of services under this contract, including, but not limited to, Act 90 known as the Pennsylvania Waste Transportation Safety Act of 2002, Act 97 known as the Pennsylvania Solid Waste Management Act of 1980, and Act 101 known as the Pennsylvania Municipal Waste Planning, Recycling, and Waste Reduction Act of 1988.

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3.00 DETAILED SPECIFICATIONS

3.01 Definitions

For the purposes of these Bid Documents the following words and phrases shall have the meaning stated below:

1. "Aluminum Containers" shall mean empty all-aluminum beverage and food containers.
2. "Bi-Metal Containers" shall mean empty food or beverage containers constructed of a mixture of metals, usually tin or steel.
3. "Bulk Waste" shall mean large items of refuse including, but not limited to, furniture, carpet, mattresses, and appliances.
4. "Catalogs" shall mean any of a variety of mail-order publications printed on "glossy" coated paper.
5. "Container" shall mean a can, mechanical bin, box, container, wheeled container, or biodegradable bag used for storage of residential solid waste, recyclable materials, or yard waste.
6. "Contractor" shall mean the person, firm, or corporation awarded a contract by the Borough to perform the services required by the Bid Documents.
7. "Corrugated Paper" shall mean structural paper material with an inner core shaped in ridged parallel furrows and ridges.
8. "Disposal Facility" shall mean a PA DEP permitted facility that processes solid waste, recyclable materials, and yard waste. Disposal Facilities include composting facilities, incinerators, resource recovery facilities, waste-to-energy facilities or sanitary landfills.
9. "Glass Containers" shall mean bottles and jars made of clear, green, or brown glass, and not including non-container glass, plate glass, blue glass, porcelain, and ceramic products.
10. "Governing Body" shall mean the Council of Borough of Ambler.
11. "Hazardous Waste" shall mean any waste that is considered harmful or potentially harmful to public health as defined in the Pennsylvania Solid Waste Management Act (Act 97). This shall include, but not be limited to, explosives, toxic materials, and medical wastes. For purposes of this agreement, hazardous waste does not include small quantities of such waste available on a retail basis to the homeowner such as aerosol cans, pesticides, fertilizers, etc.

12. "Junk Mail" shall mean printed material that is delivered to residential dwellings through the mail system, such as envelopes, advertisements, catalogs, magazines, solicitations and similar materials.
13. "Magazines" shall mean printed matter containing miscellaneous written pieces published at fixed or varying intervals. Expressly excluded are all other paper products.
14. "Municipality" shall mean a unit of local government.
15. "Municipal Properties" shall mean lands, buildings, and other facilities owned or controlled by Borough of Ambler.
16. "Office Paper" shall mean all paper typically generated from office uses.
17. "Paperboard" shall mean a thick paper based material made of pressed paper pulp or pasted sheets of paper commonly used for food boxes, gift boxes, pizza boxes, and posters.
18. "PA DEP" shall mean the Pennsylvania Department of Environmental Protection.
19. "Plan" shall mean the Municipal Solid Waste Management Plan submitted by Montgomery County, Pennsylvania to the Pennsylvania Department of Environmental Resources and the Montgomery County Solid Waste Management Plan applicable to Borough of Ambler.
20. "Recyclable Materials" shall mean those materials specified by the Borough for separate collection which may be processed for re-use. Such materials include, but shall not be limited to glass containers, aluminum containers, steel and bi-metal containers, office paper, paperboard, newsprint, junk mail, corrugated paper, and plastics with #1, #2, #3, #4, #5, #6 or #7 imprinted on container.
21. "Recycling" shall mean the separation and collection of materials specified by the Borough which would otherwise be disposed of or processed as residential solid waste.
22. "Recycling Facility" shall mean a facility that receives, processes, stores, handles, and ships recyclable materials for re-use.
23. "Regulations" shall mean the municipal solid waste, recycling, and yard waste regulations of the Borough governing the separation, storage, collection, transportation, processing, and disposal of residential and municipal solid waste, recyclable materials, and yard waste.
24. "Residential Property" shall mean all properties used for residential purposes identified by the Borough as eligible for waste collection services in accordance with these Bid Documents.

25. "Residential Solid Waste" or "Trash" shall mean garbage, and other discarded solid material normally generated at a residential property, including bulk waste, and not including hazardous waste, recyclable materials, or yard waste.
26. "Residential Property" or Residential Unit" shall mean a single-family home, townhome, or other building or portion of a building used as an individual living area identified by the Borough as eligible for waste collection services in accordance with these Bid Documents. The term "dwelling unit" shall be interchangeable with the term "residential property" and "residential unit".
27. "Steel Containers" shall mean empty steel food or beverage containers, other than aluminum containers.
28. "Tipping Fee" shall mean the charge or cost to tip, dump, or otherwise dispose of solid waste, recyclable materials, yard waste or bulk items at a disposal facility.
29. "Borough" shall mean the Borough of Ambler, Montgomery County, Pennsylvania
30. "Wheeled Container" shall mean a ninety-five (95) gallon or sixty-five (65) gallon capacity plastic mobile cart with molded wheels, plastic lid with snap-on hinge, steel pick-up bar, and molded-in handle for easy movement, designed so that the wheels and/or lid may be easily replaced without the need to replace the entire container.
31. "Yard Waste" shall mean leaves, garden residue, shrubbery, tree trimmings not exceeding three (3) inches in diameter, and similar materials, but not including grass clippings leaf waste, as defined above and grass clippings.

3.02 Separation of Recyclable Materials

Every residential property shall be required by the Borough to separate recyclable materials from residential solid waste, and place the recyclable materials in a sixty-five (65) gallon wheeled container provided by the Borough for separate collection and transportation to a recycling facility. The Borough shall use its best efforts to educate residents about the types of recyclable materials to be collected for recycling purposes.

3.03 Schedule

The Contractor shall collect residential solid waste and recyclable materials throughout the Borough on [REDACTED], and shall collect yard waste on [REDACTED] in three designated zones as shown in Exhibit [REDACTED] of these Bid Documents; however, the Contractor may implement a different collection schedule with written approval from the Borough.

Each residential property subject to collection in accordance with the Bid Documents shall be notified by the Contractor at least thirty (30) days in advance of any change to the collection schedule. The cost of all notifications, including printing, mailing, and delivery costs shall be the responsibility of the Contractor.

3.04 Holidays

There shall be no residential solid waste, recyclable materials, or yard waste collection service provided on the following holidays: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. If a scheduled residential solid waste collection day, recyclables materials collection day, or yard waste collection day falls on one of the aforementioned holidays, then such collection shall occur on the next day, and the collection schedule for the rest of that week shall be delayed one day as well.

3.05 Hours and Days of Collection

The Contractor may collect residential solid waste, recyclable materials, yard waste and bulk items between the hours of 6:00 am and 6:00 pm on scheduled collection days. No collections shall occur later than 6:00 pm, except during weather emergencies. Collections may occur on Saturdays due to a holiday occurring during the week, or in the event of a weather emergency such as a snowstorm. No collections shall be made on Sunday.

3.06 Collection Routes

The Contractor shall establish collection routes and provide the routes to the Borough at least thirty (30) days prior to the start of the contract. The routes shall not be changed without prior approval from the Borough. The Contractor shall follow the same routes on each collection day.

3.07 Preparation of Solid Waste and Recyclable Materials for Collection

Each residential property owner shall place residential solid waste at the curb or street line for collection in approved plastic or metal containers, or wheeled containers if the Option Bid is awarded. All solid waste shall be thoroughly drained of water and wrapped securely in paper or plastic bags before being placed in the container. Solid waste which is too bulky to fit in the container, shall be broken up so as to fit, or may be securely tied in bundles not to exceed 50 pounds in weight or three (3) feet in length and placed next to the containers at the curb or street line.

Each residential property owner shall place recyclable materials, prepared in accordance with the Borough's recycling regulations, at the curb or street line for collection in approved sixty-five (65) gallon wheeled containers.

Each residential property owner or occupant shall place loose yard waste at the curb or street line for collection in approved hard plastic or metal containers, wheeled containers, or biodegradable paper bag not to exceed fifty (50) pounds in weight. Tree trimmings not exceeding three (3) inches in diameter shall be securely tied in bundles not to exceed fifty (50) pounds in weight or three (3) feet in length and placed next to the containers at the curb or street line.

3.08 Wheeled Containers

The Contractor shall supply, during the term of the contract, new sixty-five (65) gallon wheeled containers for recyclable materials to all new residential dwelling units, and to all existing residential properties that do not have a wheeled container due to loss, damage, or wear and tear. The cost of the wheeled containers shall be included in the bid. All wheeled containers, including replacement wheeled containers and those provided under the Alternate Bid, shall be owned by the Borough and shall remain the property of the Borough after the contract terminates.

The Contractor shall assume, for purposes of its bid, that the Borough will need one-hundred (100) sixty-five (65) gallon wheeled containers for recyclable materials delivered to either new residential properties, or as repair or replacement containers in each contract year. At the end of each contract year, there shall be a reconciliation between the Contractor and Borough concerning the number of containers delivered or replaced. If the Contractor delivers less than one hundred (100) containers during any contract year, the Borough shall be credited for the number of containers not delivered at the Contractor's cost. If the Contractor delivers more than one hundred (100) containers, the Borough shall be invoiced, at Contractor's cost for the additional containers delivered if more than one hundred (100) containers.

All wheeled containers, including those provided for residential solid waste under the Alternate Bid, shall conform to the American National Standards Institute (ANSI) standards. The color of the containers including lids shall be green. The universal recycling logo with the name of the Borough shall be imprinted on the outside of each wheeled recycling container, and recycling information shall be printed or laminated on the lid of each container. The Borough must approve the content and design of the recycling information, logo and Borough of Ambler name in advance.

Wheeled containers for residential solid waste, whether ninety-six (96) gallon or sixty-five (65) gallon capacity shall be imprinted with the name of the Borough on two sides of the can and the lid. The side of the wheeled container that must face the street for mechanical collection shall be imprinted with the words "This Side To Street" to inform the property owner about proper container placement.

3.09 Amounts of Solid Waste, Recyclable Materials and Yard Waste to be Collected

Each residential property with traditional collection service shall be permitted to place for collection on each collection day an amount of residential solid waste not to exceed six (6) containers.

Each residential property shall be permitted to place for collection on each collection day an unlimited amount of recyclable materials each only in approved sixty-five (65) gallon wheeled containers.

If the Option Bid is awarded, each residential property owner shall only be permitted to place only ninety-six (96) gallon wheeled containers at the curb or street line for collection, and may not place any additional material outside the wheeled container.

Each residential property shall be entitled to place for collection on each collection day an unlimited amount of yard waste from April 1 to December 15, and the week beginning with the third Monday of January each year, and may place a maximum of five (5) containers, bags, or bundles of yard waste for collection as residential solid waste between December 16 and March 30 each year.

3.10 Bulk Items

Each residential property shall be entitled to place one item of bulk waste at the curb or street line on each scheduled residential solid waste collection day each week. Residential property owners shall be encouraged, but not required, to contact the Contractor in advance to advise the Contractor that a bulk item will be placed at the curb or street line for collection.

The Contractor shall be solely responsible for the disposal of any appliances containing refrigerants in the manner prescribed by law. The Contractor shall not knowingly vent or otherwise knowingly dispose of such appliance in any manner which permits refrigerants to enter the environment.

3.11 Manner of Collection

The Contractor shall make each collection with a minimum of noise and traffic delay, and all containers shall be handled as carefully and quietly as possible. All containers, once emptied, shall be placed upright in the same location where they were placed for collection by the residential property owner or occupant. Under no circumstances shall containers be placed to block vehicular access to a driveway or public street, or left anywhere other than at the curb or street line. Under no circumstances are containers to be thrown, dropped, or otherwise mishandled.

The Contractor is prohibited from blocking intersections with any collection vehicle or other equipment, and from collecting both sides of a street while traveling in the same direction on any collector or arterial street in the Borough.

3.12 Acts of God and Natural Disasters

The Contractor shall be excused from collecting, cleaning, or removing debris resulting from hurricanes, storms, unusually heavy wind, rain, snow, sleet, or other Acts of God which cause the Borough to block or close streets due to substantial quantities of debris that prevent the Contractor from fulfilling the obligations required under the contract.

3.13 Disposal of Residential Solid Waste

The Contractor shall collect and transport all residential solid waste, including bulk waste, PADEP Approved Collection Facility, or to another disposal facility as may be designated by the Borough from time to time, and at any time, that is within thirty (30) miles of the intersection of Butler Avenue & Lindenwold Avenue.

The Contractor shall assume zero (\$0) dollar tipping fee for unloading residential solid waste at the PADEP Approved Collection Facility or at any other solid waste disposal facility as may be designated by the Borough during the term of the contract. The Contractor shall identify the source of each delivery of residential solid waste, at the time of delivery to the disposal facility, as being from Borough of Ambler, Montgomery County, PA.

If a delivery to the Waste Innovations facility is determined to be hazardous, then such a delivery shall be made to an alternate location to be determined by mutual agreement between the Contractor and the Borough at no additional fee or charge.

3.14 Disposal of the Recyclable Materials

The Contractor shall collect and transport all recyclable materials to the PADEP Approved Collection Facility, or to another facility as may be designated by the Borough from time to time, and at any time, that is within thirty (30) miles of the intersection of Butler Avenue & Lindenwold Avenue.

The contractor shall assume a zero (\$0) dollar tipping fee for unloading collected recyclable materials at the PADEP Approved Collection Facility, or at any other recycling facility as may be designated by the Borough during the term of the contract. The Contractor shall identify the source of each delivery of recyclable materials, at the time of delivery to the disposal facility, as being from Borough of Ambler, Montgomery County, PA.

The Contractor is responsible for transporting any contaminated truckload of recyclable materials from the recycling facility to an approved disposal site, and to dispose of the contaminated material at no cost to the Borough.

3.15 Disposal of Yard Waste

The Contractor shall collect and transport yard waste PADEP Approved Collection Facility or to another facility designated by the Borough that is within thirty (30) miles of the intersection of Butler Avenue & Lindenwold Ave.

The Contractor shall assume a zero (\$0) dollars tipping fee for unloading the collected yard waste at the PADEP Approved Collection Facility, or at any other yard waste disposal facility designated by the Borough during the term of the contract. The Contractor shall identify the source of each delivery of yard waste, at the time of delivery to the disposal facility, as being from Borough of Ambler, Montgomery County, PA.

3.16 Transportation Routes

The Contractor shall instruct its vehicle drivers to use major transportation routes and avoid residential and non-numbered routes in transporting residential solid waste, recyclable materials, yard waste, and bulk items to the designated disposal facilities.

3.17 Vehicles and Equipment

The Contractor shall provide a sufficient number of vehicles or other equipment to fulfill the obligations required under the contract. All vehicles used for the collection and transportation of residential solid waste, recyclable materials, yard waste, and bulk items shall be seven (7) years of age or less when in use, and shall be registered with, and conform to the latest requirements of Federal and Pennsylvania Department of Transportation regulations, the regulations of the Pennsylvania Department of Environmental Protection, and the American National Standards Institute for mobile Wastes and Recyclable Materials Collection, Transportation and Compaction Equipment Safety Requirements.

All vehicles used for the collection and transportation of residential solid waste and yard waste shall be compaction types that are enclosed to prevent spillage of any materials. With the approval of the Borough, the Contractor may employ equipment other than compaction type vehicles.

All vehicles shall be maintained in good working order and shall be constructed and maintained so as to reduce unnecessary noise, spillage and odor. In addition, all vehicles shall be of a uniform color and shall be in good repair. The Borough shall have the right to inspect all vehicles at any time during the term of this contract, and the Contractor shall comply with all reasonable requests relative to the maintenance and repair of all collection vehicles and other equipment used in the execution of the contract.

All vehicles shall be equipped with two-way radios or mobile phones, and be capable of communicating with the Contractor's main office and all Contractor-assigned supervisors during collection hours.

The Borough may order any of the Contractor's vehicles used in the performance of the contract out of service if the vehicle is not maintained in accordance with these Bid Documents. In such event, the Contractor shall place another conforming vehicle in service at its sole cost and expense.

The Contractor shall not store vehicles or equipment on public or private roads except in the event of an emergency. The Borough shall be promptly notified and the disabled vehicle or equipment moved to a proper location as soon as possible after the emergency has ended.

All vehicles shall be equipped with a broom, shovel, and drying agent to soak up spills. All spills and or otherwise scattered materials shall be cleaned up immediately during the collection process.

3.18 Overweight Vehicles

The Contractor shall be solely responsible for all costs and/or fees charged for any vehicle used in the service of the contract that is determined by any law enforcement agency or disposal facility to exceed its legally allowable weight limit. In the event the Borough designated disposal facility levies a fee to the Borough for an overweight vehicle used by the Contractor in transporting waste from the Borough the Borough shall have the right to deduct such fees from the Contractor's monthly invoices.

3.19 Non-Performance by the Contractor

Non-performance by the Contractor of its obligations under the contract pose a danger to the health, safety, and welfare of the residents of the Borough and may, at the option of Borough, be sufficient cause to declare the Contractor in default, terminate the contract, or require performance under the performance bond of the Contractor. Such options shall not be exercised under any of the following circumstances:

- a. The non-performance is caused by unavoidable casualties to more than a majority of the collection vehicles of the Contractor for a period not exceeding five (5) continuous days.
- b. In the event of a strike or other labor dispute by the employees of the contractor which prevents operation of the Contractor's vehicles.
- c. Legal acts of a duly constituted public authority other than the Borough, if such acts are not provoked by any act of omission or commission by the Contractor.
- d. Any act of God and/or Nature, civil disturbances, and/or war.

Non-performance by the contractor for whatsoever reason or nature, and regardless of whether it is substantial and/or a menace to the health, safety, and welfare of the Borough residents shall be just cause, at the option of the Borough, for a deduction by the Borough of monies it expends to provide services required by the contract, which would otherwise be due the Contractor, for performance under the contract.

3.20 Special Services

Residential Property Notification System - The Contract shall offer to each residential property owner or occupant serviced under the contract the option to enroll in an e-mail or texting service during the contract term that provides information to each individual customer, including late collections or any other issues related to service under the contract. Each such e-mail or text message sent to said owner or occupant enrolled in the e-mail or texting service must include information such as telephone numbers or website links to the Contractor's main office so that the owner or occupant can obtain additional information on service delays or changes to the manner of collection.

Public Awareness Campaign - The Contractor shall conduct one (1) mass mailings annually to every Residential Property in the Borough to promote public awareness of the Borough's residential solid waste, recycling, and yard waste collection program. The mailing shall be sent by March 15 each year, and shall provide general information on scheduling, routes, the proper preparation of recycling materials, and information on the residential property notification system.

The content of all mailings must be approved by the Borough before being mailed or delivered by the Contractor. All costs involved in the mailings, including the cost of designing and printing the information and postage shall be the responsibility of the Contractor.

Violation Notices - The Contractor shall design a violation notice form to be used to advise residential properties of non-compliance with regulations on proper preparation of residential solid waste, recycling materials, yard waste, or bulk items. Said notice shall be delivered by the Contractor directly to the residential property on the date of the alleged non-compliance. The design and content of the form must be approved by the Borough.

LIST OF EXHIBITS

Exhibit A	Bid Documents Checklist
Exhibit B	Bid Proposal Form
Exhibit C	Bidder's Affidavit
Exhibit D	Non-Collusion Affidavit
Exhibit E	Bidder Questionnaire
Exhibit F	Vehicle Dedication Affidavit
Exhibit G	Affirmative Action Affidavit
Exhibit H	Form of Collection Contract
Exhibit I	Map of Collection Areas Using Traditional Collection Methods under Alternate Bid
Exhibit J	Map of Collection Zones

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EXHIBIT A

BID DOCUMENTS CHECKLIST

- _____ Bid Proposal Form (Exhibit B)
- _____ Bidders Affidavit (Exhibit C)
- _____ Non-Collusion Affidavit (Exhibit D)
- _____ Bidder's Questionnaire (Exhibit E)
- _____ Vehicle Dedication Affidavit (Exhibit F)
- _____ Affirmative Action Affidavit (Exhibit G)
- _____ Form of Collection Contract (Exhibit H)
- _____ Consent of Surety
- _____ Bid Bond or Certified Check in the amount of 10% of the bid made payable to "Borough of Ambler"

Name of Firm or Individual (Please Print)

Title

Signature

Date

EXHIBIT B

BID PROPOSAL FORM

The undersigned, having inspected Borough of Ambler, Montgomery County, Pennsylvania, either personally or through duly authorized representatives, and also having read and examined the Bid Documents for residential solid waste, recycling materials, yard waste, and bulk item collection, which are understood and accepted as sufficient for the purpose of submitting a conforming bid, hereby proposes to furnish all labor, equipment, and facilities necessary to commence services contemplated by these Bid Documents on _____.

The Borough of Ambler seeks bids on the following in full compliance with the Bid Documents:

Primary Bid: The Primary Bid shall be based on curbside collection and transportation from 2,150 residential properties on a per unit/per year basis as follows:

1. Residential solid waste once each week in each year of the contract.
2. Comingled recyclable materials collection once each week in each year of the contract.
3. Yard waste collection once each week between April 1 and December 15, and the week beginning with the third Monday in January in each year of the contract.
4. Bulk waste collection once each week in each year of the contract.
5. A contract term of three (3) years, with the option to extend the contract for up to two (2) additional one (1) year periods.

Alternate Bid: The Alternate Bid shall be based on curbside collection and transportation from 2,150 residential properties on a per unit/per year basis as follows:

1. Residential solid waste once each week in each year of the contract.
2. Comingled recyclable materials collection once each week in each year of the contract.
3. Yard waste collection once each week between April 1 and December 15, and the week beginning with the third Monday in January in each year of the contract.
4. Bulk waste collection once each week in each year of the contract.
5. A contract term of three (3) years, with the option to extend the contract for up to two (2) additional one (1) year periods.

Under the Alternate Bid, residential solid waste and recycling materials collection from 2,150 residential properties shall be performed utilizing an automated collection system consisting of a single operator, side-loading, trash or recycling collection vehicle that uses a mechanical arm to lift a trash or recycling container and deposit the trash or recycling materials either directly into the body of the trash or recycling collection vehicle, or into a container attached to the front of the collection vehicle (Curroto system), which then periodically deposits the materials into the body of the collection vehicle.

Roll-off Container Unit Price: Provide unit prices for 20 cubic yard and 30 cubic yard container service for municipal solid waste at various locations in the Borough on an as-needed basis.

Term: All bids shall include pricing for a contract term of three (3) years, with the option to extend the contract for up to two (2) additional one (1) year periods.

Bidder proposes the following costs for services contemplated under the Bid Documents:

Primary Bid: 3-Year Contract with two (2) Option Years based on [redacted] Units

Annual Cost per unit	Total Bid Price
2023 _____	2023 _____
2024 _____	2024 _____
2025 _____	2025 _____
<u>Option Years</u>	<u>Option Years</u>
2026 _____	2026 _____
2027 _____	2027 _____

Alternate Bid: 3-year contract with two (2) option years based on [redacted] units

Annual Cost per unit	Total Bid Price
2023 _____	2023 _____
2024 _____	2024 _____
2025 _____	2025 _____
Option Years	Option Years
2026 _____	2026 _____
2027 _____	2027 _____

Roll-off Container Unit Price – 3-year contract with two (2) option years

	20 cubic yard container	30 cubic yard container
2023	_____	_____
2024	_____	_____
2025	_____	_____

Option Years

2026	_____	_____
2027	_____	_____

Company Name: _____

Address: _____

Signature: _____ Date: _____

Name: _____ Title: _____

Phone: _____ Email: _____

The person whose signature appears on this form shall be the same person who executes the Bidders Affidavit (Exhibit C).

EXHIBIT C

BIDDER AFFIDAVIT

I, _____ being duly sworn, depose that I reside at

and that I am the _____ of _____.
Title Name of Bidder

I am duly authorized to sign the bid and that the bid is the true offer of the bidder, that the seal attached thereto is the seal of the bidder, and that all the declarations and statements contained in the bid and any and all affidavits, questionnaires, and documents submitted pursuant to the proposal for bids are true and accurate to the best of my knowledge and belief.

Signature

Subscribed and sworn before me this _____ day of _____ 2022.

Notary Public

My commission expires: _____

(SEAL)

EXHIBIT D

NON-COLLUSION-AFFIDAVIT

STATE OF _____

SS:

COUNTY OF _____

I, _____ being duly sworn, depose and say that I am
Name

_____ of _____
Title Bidder

the party submitting the foregoing bid; that such bid is genuine and not collusive or a sham; that said bidder has not colluded, conspired, connived, or agreed directly or indirectly, with any bidder or person, to put in a sham bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement of collusion or communication of conference with any person, to fix the bid price of affiant or other bidder, or to fix overhead, profit or cost element of said bid price, or of that any other bidder, or to secure any advantage against Borough of Ambler or any person interested in the proposed contract; and that all statements contained in such bid are true; and further that such bidder has not directly or indirectly submitted this bid, or the contents thereof, or divulged information or data relative thereto to any association of to any member or agent thereof.

Affiant

Sworn and subscribed to before me this _____ day of _____, 2022.

Notary Public

My commission expires: _____

(SEAL)

EXHIBIT E

BIDDER QUESTIONNAIRE

Each bidder shall provide the following information as an integral part of its bid. Failure to answer all questions may render such bid as irregular and non-responsive.

1. How many years of experience in the collection of municipal solid waste has your organization (bidder and/or bidder's parent subsidiary or affiliated corporations) had?

2. List the municipalities your organization is now providing collection services for, the number of units serviced in each municipality and the names of the municipal official familiar with your service contract.

<u>Municipality</u>	<u>Number of Units Serviced</u>	<u>Municipal Official</u>
---------------------	---------------------------------	---------------------------

3. What types of equipment do you intend to obtain and use for the performance of the service contract?

- 5. Have you or your organization, or any partners or officers failed to complete a municipal collection contract or defaulted on any such contract? Is so, where?

- 6. Is your company associated with any other companies directly and/or indirectly? If so, please provide details.

- 7. Did you or your organization, or any partners of officers thereof, when the lowest bidder on a municipal collection contract withdraw your bid? If so, explain why.

8. Did you or your organization, or any partners or officers thereof, when the lowest bidder on a municipal collection contract, attempt to sell such bid? If so, explain why?

9. Have you or your organization, or any partners or officers thereof, been a party to any law suits or legal actions of a civil or criminal nature arising out of or involving bid contracts, or the performance contracts? If so, provide details and disposition of the matter.

10. Are there any unsatisfied judgments recorded against you, your organization or any partners or officers thereof? If so, give details, including the name and address of each judgment creditor; and the amount of each judgment.

Date: _____

Name of Company: _____

By: _____

Title: _____

EXHIBIT F

VEHICLE DEDICATION AFFIDAVIT

STATE OF PENNSYLVANIA

COUNTY OF BUCKS SS: Borough of Ambler Waste Collection Contract

I, _____ am the _____
Name Title

of _____ and being duly sworn, I depose and say:
Name of Company

At all times during the performance of the collection contract, the undersigned agrees to commit, for use only in Borough of Ambler, Montgomery County, PA, the number of collection vehicles reasonably calculated to ensure safe, adequate, proper collection and transportation services. It is further warranted that in the event that dedication of vehicles for use only in Borough of Ambler is not feasible, the Borough will not be responsible for disposal costs for waste generated from outside the Borough.

I also understand and agree that failure to comply with the representations contained herein shall be cause for breach of contract and will entitle Borough of Ambler to damages arising therefrom.

All statements contained in this affidavit are true and correct and made with full knowledge that Borough of Ambler relies upon the truth of the statements contained in this Affidavit and in said Bid Proposal in signing the contract for the said project.

Affiant Title

Signature Date

Subscribed and sworn to before me this _____ day of _____ 2022.

Notary Public

(SEAL)

My commission expires: _____

EXHIBIT G

AFFIRMATIVE ACTION AFFIDAVIT

I, _____, being duly sworn, depose and say that I reside
Affiant

at _____,

and that I am the _____ of _____.
Title Company Name

In such capacity, and for and on behalf of the Company, it is hereby affirmed and agreed as follows:

1. _____ will not discriminate against an employee or
Name of Company

applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, or sexual orientation.

2. _____ will take affirmative action to ensure that all
Name of Company

applicants are recruited and employed and that employees are treated during employment without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, or sexual orientation. Such action shall include, but shall not be limited to the following: employment, upgrading, demotion, or transfer, recruitment, or recruitment advertising, layoff or termination rates of pay or other forms of compensation, and selection for training, including apprenticeship.

3. _____ will, in all solicitations or advertisements for
Name of Company

employees, placed by or on behalf of the Bidder state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, or sexual orientation.

Name of Company

Affiant

Sworn and subscribed to before me this _____ day of _____, 2022.

My commission expires _____

(SEAL)

EXHIBIT H

FORM OF TRASH COLLECTION CONTRACT

THIS CONTRACT is made and entered into this _____ day of _____, 2022, by and between Borough of Ambler, Montgomery County, Pennsylvania (hereinafter "Borough") and _____ (hereinafter "Contractor"). In consideration of the exchange of covenants and agreements hereinafter set forth and intending to be legally bound hereby, the parties do hereby agree as follows:

A. Documents entitled "Bid Specifications for Solid Waste, Recyclable Materials, Yard Waste, and Bulk Item Collection and Transportation" (hereinafter "Bid Documents") were made available to interested parties for the purpose of obtaining firm bids for the performance of the services contemplated therein. A copy of those Bid Documents is attached hereto as Exhibit "B", and incorporated hereby by reference.

B. Contractor responded with an acceptable bid which has caused the parties to be desirous of setting out the terms of the contract for the performance of the contemplated service, and Contractor covenants and agrees to provide and perform all of the services specified in the Bid Documents in a timely and workmanlike manner, employing competent workers for that purpose. Contractor further agrees to take all reasonable steps to be responsive to complaints brought to its attention by the appropriate personnel of the Borough of Ambler.

C. Contractor acknowledges its obligation and the obligation of its employees and agents to carefully handle all property belonging to residential property owners, including, but not limited to, the waste containers used to store various waste materials described in the Bid Documents, which are handled by the Contractor, and its employees or agents. Contractor agrees to be jointly and severally liable for all damages to resident properties including, but not limited to, the waste containers. Contractor further shall perform services in a manner that minimizes damage to residential properties, and to minimize noise, and traffic congestion in the performance of its services under the contract.

D. The Borough shall be responsible for the prompt payment to the Contractor for costs related to the performance of the services required by the Contract, including. adjustment to payments resulting from changes to the number of residential properties to be serviced in accordance with the Bid Documents.

E. The Contractor, or any employee or agent of the Contractor is specifically prohibited from entering into a private arrangement with any residential property owner for the collection of waste materials contemplated in the Bid Documents. Evidence of any unauthorized collections shall be, at the sole discretion of the Borough, construed as a breach of this Agreement and subject to all appropriate penalties.

F. The term of this Contract shall be for [REDACTED] years commencing [REDACTED] and terminating at 11:59 pm on [REDACTED].

G. If any provision of any of the Bid Documents shall be held to be unenforceable or unconstitutional, such provisions shall be deemed to be stricken from the Bid documents.

H. The terms of this Contract may only be amended, modified, or supplemented in writing by mutual agreement of the parties. This Contract may be simultaneously executed in several identical counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

I. This Contract shall be interpreted in accordance with the laws of the Commonwealth of Pennsylvania. Any disputes between the parties over the terms and conditions of this Contract shall be first discussed informally in an effort to achieve a satisfactory resolution. In the event the dispute cannot be resolved satisfactorily, the jurisdiction and venue for dispute resolution shall be the Court of Common Pleas of Montgomery County, Pennsylvania.

IN WITNESS WHEREOF, the parties hereto have executed this Contract the day and year first
Written above.

BOROUGH OF AMBLER

ATTEST: _____
Name

BY: _____
Name

CONTRACTOR

NAME: _____

NAME: _____

ATTEST: _____
Secretary

BY: _____
President

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EXHIBIT I

MAP OF AREAS TO BE COLLECTED USING TRADITIONAL COLLECTION METHODS UNDER
ALTERNATE BID

DRAFT

EXHIBIT J

MAP OF COLLECTION ZONES

DRAFT

SPECIAL INSTRUCTIONS, QUESTIONS & ANSWERS FROM PREVIOUS CONTRACT BIDDING

ADDENDUM NO. 1 NEED CURRENT FACILITY AGREEMENT

DATED JUNE 23, 2020

TO: All Prospective Bidders

FROM: Ambler Borough

The following is in response to questions received regarding the bid document and shall become part of the Bid Document:

QUESTION 1- If the current disposal contract at **Covanta is not renewed**, will the Borough be responsible for the cost of disposal? At a facility designated by the Contractor??

ANSWER 1- Should the current contract with Covanta not be renewed "or in the event the Borough does not contract at that time with another specified facility" the Borough will continue to be responsible for the cost of disposal at a facility designated by the Contractor. As stated in the bid document "The contract price shall at such time not be increased to reflect any difference in mileage hauled per mile per truckload."

QUESTION 2- What were the last bid results?

ANSWER 2- 5-Year contract awarded to J.P. Mascaro at a 5-year bid total of \$1,548,348.

QUESTION 3- What is the current level of service?

ANSWER 3- Current level of service is the same as is set forth in this bid document – no changes to service since last bid. Please note that at present trash & recycles are picked up Wednesdays and yard waste is picked up 1st and 3rd Tuesdays.

QUESTION 4- What is the current rate?

ANSWER 4 - Current contract rate is \$321,480 annual.

ADDENDUM NO. 2 (WORDING INCLUDED IN CONTRACT)~~DATED JUNE 26, 2020~~TO: ~~_____~~ All Prospective Bidders

FROM: Ambler Borough

The following language reflects a typographical error in the bid document and shall become part of the Bid Document:

~~Page 5-6: _____ INSTRUCTIONS TO BIDDERS~~

~~Paragraph 8 – Bonds & Insurance~~

~~_____ Paragraph A. CONSENT OF SURETY~~

Starting at page 5, Paragraph 8A, line 8 (the last line on the page) and continuing to the beginning of page 6, sentence reading ~~"The Bond shall be furnished prior to award of the financial statement."~~

add the following language to complete the sentence and begin the next sentence to read as follows: ~~"The Bond shall be furnished prior to award of the Contract. Each Consent of Surety must include the surety's most recent available financial statement."~~

SPECIAL INSTRUCTIONS FROM PREVIOUS CONTRACT BIDDING

ADDENDUM NO. 3 (WORDING INCLUDED IN CONTRACT)**DATED JUNE 30, 2020**

TO: _____ All Prospective Bidders
 FROM: Ambler Borough

The following language reflects a typographical error in the bid document and shall become part of the Bid Document:

Page 25: _____ PURCHASE ORDER

Statement reading "~~DATE REQUIRED To commence 9/26/15~~" should read "~~DATE REQUIRED To commence 10/1/20~~"

~~The Purchase Order is included in the bid package along with the Bid Contract for bidder's knowledge and review. These documents are intended to be executed by the awarded bidder upon notification by the Borough of Ambler of award.~~

ADDENDUM NO. 4 (WORDING INCLUDED IN CONTRACT)**DATED JULY 1, 2020**

TO: _____ All Prospective Bidders
 FROM: Ambler Borough

~~Please disregard the form "Agreement of Surety" and have the surety provide a document that contains the language required in the bid specifications. The form is not consistent with the bid specifications, and the form should be disregarded.~~

ADDENDUM NO. 5 **::: INCLUDE TONNAGE IN SPECIFICATION :::****DATED JULY 2, 2020**

TO: _____ All Prospective Bidders
 FROM: Ambler Borough

1. Ambler Borough's current hauler on July 1, 2020 provided corrected tonnages for the Borough of Ambler for 2018 and 2019. Ambler Borough has reviewed municipal solid waste tonnages

SPECIAL INSTRUCTIONS FROM PREVIOUS CONTRACT BIDDING

(CON'T)

provided by Covanta for these same two years. Ambler Borough does not have other tonnage reports for recyclables or yard waste. ~~Tonnage Reports for Ambler Borough are listed on Page 9 of the bid document.~~ The following are tonnages for MSW as provided by our current hauler and by Covanta. Revised tonnages are provided by our hauler for recyclables and yard waste.

MASCARO TONNAGES

2018	MSW: 1799.78 tons	Recyclables: 558.58 tons	Yard Waste: 190.81 tons
2019	MSW: 1805.23 tons	Recyclables: 563.90 tons	Yard Waste: 237.80 tons

COVANTA TONNAGES

2018	MSW: 1795.160 tons
2019	MSW: 1663.490 tons

2. Ambler Borough's current hauler currently services two (2) 30-cubic yard roll off cans located at the Ambler Borough bulk disposal site at S. Main & Church Streets. Each can is serviced anywhere from 8 to 10 times per year and average 6.38 and 9.20 tons per pull respectively. ~~Disregard bid specifications reference to one (1) 40-cubic yard roll off can listed on Page 11 of the bid document.~~
3. ~~NEW BID OPENING DATE: Sealed bids will be received by the Borough of Ambler at their offices at 131 Rosemary Avenue, Ambler PA until 11:00 a.m. prevailing time on Monday, July 20, 2020 at which time and place bids shall be publicly opened.~~

END SPECIFICATION DOCUMENT

**Borough
Of
Ambler**

131 Rosemary Avenue
AMBLER, PENNSYLVANIA 19002

PHONE 215-646-1000
FAX 215-641-1355 ADMINISTRATION
FAX 215-641-1921 WATER DEPARTMENT
WEBSITE: www.boroughofambler.com



BOROUGH OF AMBLER

REQUEST FOR QUALIFICATIONS (RFQ):

Borough Auditor

Consulting Services
Borough of Ambler

PROPOSAL INFORMATION

Submittal Deadline:

11:00 a.m., Friday, October 17, 2025

Submit Qualifications to:

Kyle Detweiler, Borough Manager
Borough of Ambler
131 Rosemary Avenue
Ambler, PA 19002

Contract Term:

To serve at the will of Borough Council.

All Inquiries Concerning this RFQ to:

manager@borough.ambler.pa.us

or

215-646-1000 ext. 106

**REQUEST FOR QUALIFICATIONS (RFQ)
FOR
BOROUGH AUDITOR
BOROUGH OF AMBLER**

ADVERTISEMENT OF REQUEST FOR QUALIFICATIONS (RFQ)

The Borough of Ambler will accept sealed qualifications for Borough Auditor through this Request for Qualifications (RFQ). Sealed qualifications will be accepted until **11:00 a.m., Friday, October 17, 2025** at Ambler Borough Hall, 131 Rosemary Avenue, Ambler, PA 19002. Sealed envelopes shall be identified: **RFQ – Borough Auditor 2025**. All qualifications shall be in accordance with the RFQ specifications listed in the RFQ document, copies of which may be obtained by email at manager@borough.ambler.pa.us or call 215-646-1000. This position will be awarded through a fair and open process. All responses to this solicitation shall be available to the general public. The Borough reserves the right to reject any and all proposals, with or without cause, and waive any irregularities or informalities in the proposals. The Borough reserves the right to re-solicit proposals. The Borough further reserves the right to make such investigations as it deems necessary as to the qualifications of the parties of any and all submittals.

BACKGROUND & GENERAL INFORMATION ON THE BOROUGH OF AMBLER

The Borough of Ambler is located in Montgomery County, Pennsylvania and operates under the Commonwealth of Pennsylvania Borough Code form of government, with a nine (9) member elected Council, elected Mayor and appointed Borough Manager. Meetings are held the first and third Tuesday of each month. Ambler Borough is approximately 9/10th square mile, with a population of approximately 6,500. Ambler Borough operates on an annual General Fund budget of \$ 3.8 million (total budget \$12 million), with approximately 32 municipal employees and 13 police department employees. The Borough owns and operates the Ambler Borough Water Department, a municipal water utility serving Ambler Borough and surrounding communities and the Ambler Wastewater Treatment Plant, a Jointure serving Ambler Borough and surrounding communities.

SCOPE OF SERVICES

The following list details the specific duties and responsibilities the auditor will be expected to perform. While an auditor's primary role is to express an opinion on the fairness of the Borough's financial statements, the scope can be more extensive. Expected duties will include:

- Conducting the annual financial audit in accordance with **Generally Accepted Auditing Standards (GAAS)** and **Government Auditing Standards (GAS)**.

- Preparing an opinion on the financial statements and any required supplementary information.
- Reviewing the Borough's internal control structure.
- Reporting on compliance with relevant laws, regulations, and grant agreements (e.g., the **Single Audit Act**).
- Providing a management letter that communicates any deficiencies or weaknesses found during the audit.
- Attending and presenting the audit findings at Borough Council meetings.
- Assisting with the implementation of new accounting standards, such as those from the **Governmental Accounting Standards Board (GASB)**.

REQUIRED QUALIFICATIONS & SUBMISSION REQUIREMENTS

The following outlines the mandatory criteria and information that all applicants must provide to be considered. To fully evaluate and compare candidates, required information will include:

- **Firm information:** The full name, business address, and organizational structure of the firm.
- **Licensure and certifications:** Proof that the firm and its key personnel are licensed as **Certified Public Accountants (CPAs)** and are registered municipal accountants, if applicable.
- **Experience:** A detailed description of the firm's experience, particularly in auditing governmental entities similar to the Borough in size and scope.
- **Staffing plan:** The qualifications and experience of the specific individuals who will be assigned to the audit, including their education, licenses, and years of experience.
- **References:** A list of prior and current government clients with contact information.
- **Peer review:** Evidence of a recent, unqualified peer review report.
- **Cost proposal:** The proposed fee structure, including hourly rates for different staff levels. This may be requested in a separate, sealed envelope to ensure a focus on qualifications first.
- **Disclosure:** A statement disclosing any potential conflicts of interest, past litigation, or regulatory actions against the firm.

The Borough reserves the right to interview any or all representatives of the firms submitting a proposal. Although interviews may take place, all submissions should be comprehensive and complete. The Borough reserves the right to request clarifying information subsequent to the submission of the proposal.

SELECTION CRITERIA

This section explains how the Borough will evaluate the submitted qualifications. The selection is based on a combination of factors, not just the lowest cost, and our criteria includes:

- **Professional qualifications and experience** of the firm and its staff.
- **Past performance** and references.
- The firm's **ability to perform the audit in a timely manner**.
- The **cost competitiveness** of the proposed fee.
- **Familiarity** with the borough's specific needs and local government accounting services.

MANDATORY PROPOSAL CONTENTS

The Borough Manager and Ambler Borough Council reserve the right to interview any or all Applicants submitting a proposal. Although interviews may take place, the proposal should be comprehensive and complete on its face. The Borough reserves the right to request clarifying information after submission of the proposal. In addition to demonstrating an ability to meet all minimum qualifications, the firm must also include and address the following:

1. **Contact Information:** Provide the name, address and telephone number of the firm as well as the year the firm was established; the name, telephone number, fax number and email address of the key auditor to be assigned to the Borough; and the name, telephone number, fax number and email address of the preparer of the proposal.
2. **Staffing Plan:** A plan listing those persons who will be assigned including designation of the person to be assigned as the key auditor for the Borough of Ambler. This shall include relevant resume information for the individual(s) assigned, including 'back up' auditor, and including a description of professional experience and credentials, years and type of experience, and number of years with the firm. Documented proof of current licenses and professional certifications shall be included. Should a sole practitioner respond to this RFQ, a detailed summary of qualifications and certifications of 'back up' auditor shall be provided.
3. **Executive Summary:** Applicant shall include an Executive Summary of not more than two (2) pages, identifying and substantiating why the firm and key inspector to be assigned to the Borough are best qualified to provide the requested services.
4. **Firm Presence, General Approach & Municipal Experience:** Applicant shall describe the firm's presence in Pennsylvania and any familiarity the firm has with the Montgomery County area. Applicant shall set forth detailed municipal experience within Pennsylvania. Applicant shall have a proven track record of providing excellent customer service.
5. **Client List & References:** Applicant shall provide a current municipal client list, providing contact information for at least three (3) municipal clients, for whom

services have been provided for at least three (3) years. Provide contact names, titles and phone numbers. Applicant may include present references with their proposal.

6. **Fee/Cost Proposal:** Provide rates for services with fees to be submitted delineated as **both flat fee and hourly**. Pricing will be reviewed based upon reasonableness for services being provided, competitive market rates, and fee structure. The Borough is not obligated to select the proposal with the lowest fee proposal to perform these professional services. In addition to stating flat and hourly fees, applicant should enumerate any additional reimbursable expenses not covered by these fees and should list any reduced fees offered to other municipalities, government entities, economic development or non-profit organizations and civic organizations.
 - a. **Flat Fee** (all-inclusive) to be paid in progress billing installments
 - b. **Hourly Fees** (identifying the firm's current fee structure for performing each auditing category, and stating rates for other cost items proposed to be itemized and billed.)

7. **Insurance Requirements:** The selected firm agrees to procure and maintain professional liability insurance with an insurance company in good standing, naming the Borough of Ambler as an additional insured. The Certificate of Insurance shall be filed with the Borough.

QUESTIONS & ADDENDA

*Answers to questions in the interest of all will be made available to other respondents.
Responses to questions will not be issued in the form of an Addendum to the RFQ.*

PROPOSAL SUBMISSION & THE SELECTION PROCESS

*Applicant is asked to submit **five (5) printed copies** which shall be received
in a sealed envelope marked on the outside:*

“RFQ – Borough Auditor 2025”

Submittal deadline is 11:00 a.m., Friday, October 17, 2025. Submissions are to be mailed or hand-delivered. No faxed or emailed qualifications will be accepted. Late qualifications will not be accepted.

Evaluations will be based upon responsiveness to the RFQ and the demonstrated ability to meet the needs of the Borough of Ambler. Oral interviews with some or all of the Applicants may be conducted by telephone and/or in person to assist in the selection process. The Borough of Ambler reserves the right to reject any and all Qualifications and to re-advertise the RFQ and waives any informality or irregularity in a Proposal. The Borough of Ambler

reserves the right to hold all Qualifications for a period of thirty (30) days after the date fixed for the opening. The Borough of Ambler reserves the right to enter into good faith negotiations with Applicants to modify descriptions to a greater or lesser magnitude than described in this RFQ at the sole discretion of the Borough of Ambler.

**Borough
Of
Ambler**

131 Rosemary Avenue
AMBLER, PENNSYLVANIA 19002

PHONE 215-646-1000
FAX 215-641-1355 ADMINISTRATION
FAX 215-641-1921 WATER DEPARTMENT
WEBSITE: www.boroughofambler.com



BOROUGH OF AMBLER

REQUEST FOR QUALIFICATIONS (RFQ):

Municipal Engineer

Borough & Water Utilities Engineering
Consulting Engineering Services
Borough of Ambler

PROPOSAL INFORMATION

Submittal Deadline:

11:00 a.m., Friday, October 17, 2025

Submit Qualifications to:

Kyle Detweiler, Borough Manager
Borough of Ambler
131 Rosemary Avenue
Ambler, PA 19002

Contract Term:

To serve at the will of Borough Council.

All Inquiries Concerning this RFQ to:

manager@borough.ambler.pa.us

or

215-646-1000 ext. 106

**REQUEST FOR QUALIFICATIONS (RFQ)
FOR
MUNICIPAL ENGINEER
BOROUGH OF AMBLER**

ADVERTISEMENT OF REQUEST FOR QUALIFICATIONS (RFQ)

The Borough of Ambler will accept sealed qualifications for Municipal Engineer through this Request for Qualifications (RFQ). Sealed qualifications will be accepted until **11:00 a.m., Friday, October 17, 2025** at Ambler Borough Hall, 131 Rosemary Avenue, Ambler, PA 19002. Sealed envelopes shall be identified: **RFQ – Municipal Engineer 2025**. All qualifications shall be in accordance with the RFQ specifications listed in the RFQ document, copies of which may be obtained by email at manager@borough.ambler.pa.us or call 215-646-1000. This position will be awarded through a fair and open process. All responses to this solicitation shall be available to the general public. The Borough reserves the right to reject any and all proposals, with or without cause, and waive any irregularities or informalities in the proposals. The Borough reserves the right to re-solicit proposals. The Borough further reserves the right to make such investigations as it deems necessary as to the qualifications of the parties of any and all submittals.

BACKGROUND & GENERAL INFORMATION ON THE BOROUGH OF AMBLER

The Borough of Ambler is located in Montgomery County, Pennsylvania and operates under the Commonwealth of Pennsylvania Borough Code form of government, with a nine (9) member elected Council, elected Mayor and appointed Borough Manager. Meetings are held the first and third Tuesday of each month. Ambler Borough is approximately 9/10th square mile, with a population of approximately 6,500. Ambler Borough operates on an annual General Fund budget of \$ 3.8 million (total budget \$12 million), with approximately 32 municipal employees and 13 police department employees.

The Borough owns and operates the Ambler Borough Water Department, a municipal water utility serving Ambler Borough and surrounding communities. The Ambler Borough Water Department was created in 1937. The certified franchise territory has been expanded several times and now comprises approximately 6.5 square miles, including Ambler Borough and portions of Lower Gwynedd, Upper Dublin, Whitmarsh, and Whitpain Townships. There are approximately 20,000 persons served by the Ambler Borough Water Department.

There are nine operating deep wells and one surface water supply facility in the Ambler Water distribution system. The distribution system consists of approximately 70 miles of water main and comprises 5,700 connections as well as fire hydrants. Three storage facilities serve the system: Broad Axe Standpipe (2 million gallon capacity), Houston Road Elevated Tank (1 million gallon capacity) and Loch Alsh Standpipe (750,000 gallon

capacity). Loch Alsh Reservoir Dam, located in Upper Dublin Township, acts as a recharge facility to the underlying groundwater aquifer. The facility is classed as a high hazard dam due to population density surrounding the dam.

Not part of this RFQ, but for informational purposes, the Borough of Ambler operates the Ambler Wastewater Treatment Plant, which is a moderately-sized trickling filter wastewater treatment plant processing 4-6 mdg, structured as a Jointure serving Ambler Borough and surrounding communities.

MANDATORY QUALIFICATIONS & PROFESSIONAL CREDENTIALS

The firm selected shall be a multi-disciplined engineer company possessing a high degree of knowledge, experience and ability to perform and provide services in areas involving, but not limited to: general civil engineering issues, municipal engineering & planning, stormwater management issues, potable drinking water systems, with emphasis on but not limited to: operation and maintenance of a drinking water system; asset management involving repairing, maintaining and building structures that control the water distribution system; expertise in dam maintenance and flood control; expertise in water hydraulics; knowledge of leak detection and valve replacement; preparation and design of infrastructure improvement projects; environmental & sustainable resources issues and design, construction management & observation, plan & construction reviews, traffic planning & design, landscape architecture, land planning & surveying, and grant application, assistance & administration; and government agency and permitting experience.

The firm is expected to maintain a positive working relationship with the Wastewater Treatment Plant Engineer and the applicant engineering firm may, in fact, offer credentials by responding to RFQ's for either or both Municipal Engineer and Municipal Wastewater Engineer, both of which are being solicited at this time. The firm submitting credentials must have at least ten (10) years' documented experience serving at least two municipalities. The Professional Engineer(s) assigned to the Borough as a response to this RFQ shall have a minimum of **ten (10) years' experience** as a municipal, civil or water engineer for a municipality. Ability to work with a diverse range of people including Borough staff, elected officials, contractors, homeowners and the public. Awarded firm shall be the applicant deemed most advantageous to the Borough, price and other factors considered.

SELECTION PROCESS & INTERVIEW

All submissions will be reviewed to determine responsiveness. Non-responsive proposals will be rejected without evaluation. For engineering firms determined to be responsive, the Borough's evaluation will include but not be limited to the following evaluation criteria, separate or combined in some manner, and not necessarily listed in order of significance.

- a. The firm's general approach to providing services required under this RFQ.

- b. The firm's documented experience in successfully completing projects of a similar size and scope.
- c. The qualifications and experience of the firm's management, supervisory or other key personnel assigned to the Borough with emphasis on their documented experience in successfully completing projects of a similar size and scope.
- d. The overall ability of the firm to mobilize, undertake and successfully complete the scope of work in a timely fashion, such criterion including, but not limited to: the number of qualifications of management, supervisory and other staff proposed by the firm to perform services required by this RFQ; the availability and commitment to the engagement of the firm's management, supervisory and other staff proposed.
- e. The firm's commitment to diversity in employment practices, including, but not limited to, information related to any certifications, actual diversity among current management and staff, and diversity practices related to recruitment, retention and promotion of current and prospective staff.
- f. Costs and fee schedules.

The Borough reserves the right to interview any or all representatives of the firms submitting a proposal. Although interviews may take place, all submissions should be comprehensive and complete. The Borough reserves the right to request clarifying information subsequent to the submission of the proposal.

SCOPE OF WORK

The Borough of Ambler is soliciting qualifications from firms interested in providing Municipal Borough & Water Engineering services. Services under consideration in this Request for Qualifications involve (but are not limited to):

- 1. Project & Plan Design Services.** Providing technical review relating to site plans, subdivision plans, improvement plans, land disturbance plans, construction plans and escrows relating to projects.
- 2. Environmental Services & Regulatory Agency Interaction.** Providing expert knowledge and advice on regulatory compliance and permitting and be familiar with approval procedure of regulatory agencies including but not limited to PA Department of Transportation, PA Department of Conservation and Natural Resources, PA Department of Environmental Protection, Pennsylvania Emergency Management Agency, U.S. Army Corps of Engineers, Federal Emergency Management Agency, Federal Highway Administration, and the U.S. Environmental Protection Agency.
- 3. MS4 & Stormwater Management Services.** Providing expert knowledge and advice on regulatory compliance and permitting with familiarity as to Ambler Borough's MS4 and TMDL requirements and provide expert advice on stormwater management.

4. **Sanitary Sewer & Culverts.** Providing expert knowledge and advice on sanitary sewer maintenance and design and on culvert design and rehabilitation.
5. **Water Utility Engineering Services.** Providing expert knowledge and advice to the Borough's Water Department by:
 - Designing or planning rehabilitation design of overall water infrastructure, such as planning and managing water pipeline improvement projects and associated structures, such as pumping stations, pipework and earthworks (the scale of the design may range from an initial outline to a full, detailed design).
 - Providing technical review of contractor/developer plans for new water pipeline projects that will be incorporated into the water distribution system.
 - Preparation of project documents as a basis for construction, preparation of bid documents as applicable and review of technical submissions.
 - Providing expert knowledge and advice on regulatory compliance and permitting and be familiar with approval procedure of regulatory agencies including but not limited to interaction with and submission of materials as required by the Delaware River Basin Commission, PA Department of Conservation and Natural Resources, PA Department of Environmental Protection, Pennsylvania Emergency Management Agency, U.S. Army Corps of Engineers, Federal Emergency Management Agency, Federal Highway Administration, and the U.S. Environmental Protection Agency.
 - Working collaboratively with other municipal departments and support other engineers employed by the Borough of Ambler if and when required (this includes coordination with the Borough Engineer and with the Wastewater Treatment Plant Engineer).
 - Maintaining current knowledge on water quality issues, water quality monitoring requirements, environmental matters, and be aware of policy and developments in this area.
 - Preparing application for grant awards for water infrastructure improvement projects and monitoring projects awarded from design through completion. Maintaining current knowledge of potential grant opportunities.
 - Presenting technical data or project results to both Borough legislators and Borough staff and colleagues as needed.
 - Monitoring or managing the progress of projects from beginning to end - from the feasibility stage, to design through to construction and completion.
 - Controlling budgets at project level.
 - Administering contracts and ensuring that work is completed to deadline
 - Working with the Water Supervisor and staff to supervise the operation and maintenance of the water system as required.

- Working knowledge of computer simulations to analyze, for example, potential dam failure.
 - Providing other technical reviews, environmental services, civil engineering services or municipal engineering services as well as having CAD and GIS capabilities upon request.
 - Attending/participating in a variety of municipal meetings including, but not limited to, Committee Meetings, Council Meetings, planning meetings, meetings of affected property owners and meetings with municipal staff and developers.
6. **Roadway and Traffic Planning & Design.** Providing expert knowledge of roadway reconstruction, small bridge reconstruction and traffic planning & traffic signals, curb & sidewalk construction and conduct of studies and design. All firms are requested to provide documentation detailing both the qualifications of the firm and of those individuals directly involved in construction observation/inspection relative to PennDOT engineering consultant qualifications and technician certifications.
 7. **Recreation Facility Planning & Landscape Architecture.** Providing expertise on recreational facility safety and planning and landscape architectural planning specific, but not limited to, riparian buffers and indigenous plantings.
 8. **Surveying, Easements & Related Services.** Shall have the capability of performing boundary surveys, topographic survey, construction staking and preparation of easement plats and documents.
 9. **Preparation of Bids & Construction Management.** Shall have the capability of preparing and providing bid documents for budgeted projects and of providing bid award monitoring and construction management expertise and construction observation expertise.
 10. **Grant Assistance.** Shall, as requested, prepare or assist in applications for grants for municipal projects including preparation of projected budgets and shall be capable of administering grants awarded.
 11. **CAD & GIS Capabilities.** Shall have both computer aided drafting and geographical information system capabilities upon request.
 12. **Meeting Attendance & Monthly Reports.** The selected firm's assigned Engineer(s) may be expected to attend a variety of municipal meetings including, but not limited to, Committee Meetings, Council Meetings, planning and zoning meetings, meetings of affected property owners and meetings with municipal staff and developers. The Engineer shall provide a comprehensive monthly report detailing all project work undertaken by the firm for that monthly reporting cycle.
 13. **Work Product.** The selected firm's assigned Engineer(s) shall be expected to provide copies of all work products without limitation, which shall include reports, analyses, correspondence, plans, proposals, submittals, schematics, exhibits, drawing and any other documents produced in connection with the consulting relationship with the Borough in printed form as well as in electronic form.
 14. **Assignment of Professional Engineer.** The selected firm shall assign to the Borough of Ambler a minimum of one (1) staff person who is a Professional Engineer licensed to practice in the State of Pennsylvania. **Proof that licenses and professional certification are current is required.** Such Professional Engineer

must commit to provide services to the Borough in a timely manner without unreasonable delays and as such, must be located within reasonable proximity to the Borough of Ambler to ensure meeting attendance if requested, meeting coordination and the conveyance of documents when sent via courier.

MANDATORY PROPOSAL CONTENTS

The Borough Manager and Ambler Borough Council reserve the right to interview any or all Applicants submitting a proposal. Although interviews may take place, the proposal should be comprehensive and complete on its face. The Borough reserves the right to request clarifying information subsequent to submission of the proposal. In addition to demonstrating an ability to meet all minimum qualifications, the firm must also include and address the following:

1. **Contact Information:** Provide the name, address and telephone number of the firm as well as the year the firm was established; the name, telephone number, fax number and email address of the key engineer to be assigned to the Borough; and the name, telephone number, fax number and email address of the preparer of the proposal.
2. **Staffing Plan:** A plan listing those persons who will be assigned including designation of the person to be assigned as the key engineer for the Borough of Ambler. This shall include relevant resume information for the individuals assigned, including 'back up' engineers, and including a description of professional experience and credentials, years and type of experience, and number of years with the firm. Documented proof of current licenses and professional certifications shall be included. Should a sole practitioner respond to this RFQ, a detailed summary of qualifications and certifications of 'back up' engineer shall be provided.
3. **Executive Summary:** Applicant shall include an Executive Summary of not more than four (4) pages, identifying and substantiating why the firm and key engineer to be assigned to the Borough are best qualified to provide the requested services.
4. **Firm Presence, General Approach & Municipal Experience:** Applicant shall describe the firm's presence in Pennsylvania and any familiarity the firm has with the Montgomery County area. Applicant firm shall set forth detailed municipal experience within Pennsylvania. Applicant shall have a proven track record of providing excellent customer service.
5. **Client List & References:** Applicant firm shall provide a current municipal client list, providing contact information for at least two (2) municipal clients, for whom services have been provided for at least seven (7) years. Provide contact names, titles and phone numbers. Applicant firm may include present references with their proposal.

6. **Fee/Cost Proposal:** Provide rates for services with fees to be submitted delineated as **both monthly retainer and hourly**. Pricing will be reviewed based upon reasonableness for services being provided, competitive market rates, and fee structure. The Borough is not obligated to select the proposal with the lowest fee proposal to perform these professional services. In addition to stating fees applicant should enumerate any additional reimbursable expenses not covered by these fees and should list any reduced fees offered to other municipalities, government entities, economic development or non-profit organizations and civic organizations.
- a. **Monthly Retainer plus hourly fees** (Indicate specific items to be covered by the retainer)
 - b. **Hourly Fees for all work without retainer** (For hourly fees, please identify hourly rate of each engineer and support personnel, and indicate minimum increment of time billed for services. Also, state rates for other cost items proposed to be itemized and billed.)
7. **Insurance Requirements:** The selected firm agrees to procure and maintain professional liability insurance with an insurance company in good standing, naming the Borough of Ambler as an additional insured. The Certificate of Insurance shall be filed with the Borough.

QUESTIONS & ADDENDA

*Answers to questions in the interest of all will be made available to other respondents.
Responses to questions will not be issued in the form of an Addendum to the RFQ.*

PROPOSAL SUBMISSION & THE SELECTION PROCESS

*Applicant is asked to submit **five (5) printed copies** which shall be received
in a sealed envelope marked on the outside:*

“RFQ – Municipal Engineer 2025”

Submittal deadline is 11:00 a.m., Friday, October 17, 2025. Submissions are to be mailed or hand-delivered. No faxed or emailed qualifications will be accepted. Late qualifications will not be accepted. Evaluations will be based upon responsiveness to the RFQ and the demonstrated ability to meet the needs of the Borough of Ambler. Oral interviews with some or all of the Applicants may be conducted by telephone and/or in person to assist in the selection process. The Borough of Ambler reserves the right to reject any and all Qualifications and to re-advertise the RFQ and waives any informality or irregularity in a Proposal. The Borough of Ambler reserves the right to hold all Qualifications for a period of thirty (30) days after the date fixed for the opening. The Borough of Ambler reserves the right to enter into good faith negotiations with Applicants to modify descriptions to a greater or lesser magnitude than described in this RFQ at the sole discretion of the Borough of Ambler.

Borough Of Ambler

131 Rosemary Avenue
AMBLER, PENNSYLVANIA 19002

PHONE 215-646-1000
FAX 215-641-1355 ADMINISTRATION
FAX 215-641-1921 WATER DEPARTMENT
WEBSITE: www.boroughofambler.com



BOROUGH OF AMBLER

REQUEST FOR QUALIFICATIONS (RFQ):

Borough Solicitor

Consulting Legal Services
Borough of Ambler

PROPOSAL INFORMATION

Submittal Deadline:

11:00 a.m., Friday, October 17, 2025

Submit Qualifications to:

Kyle Detweiler, Borough Manager
Borough of Ambler
131 Rosemary Avenue
Ambler, PA 19002

Contract Term:

To serve at the will of Borough Council.

All Inquiries Concerning this RFQ to:

manager@borough.ambler.pa.us

or

215-646-1000 ext. 106

**REQUEST FOR QUALIFICATIONS (RFQ)
FOR
BOROUGH SOLICITOR
BOROUGH OF AMBLER**

ADVERTISEMENT OF REQUEST FOR QUALIFICATIONS (RFQ)

The Borough of Ambler will accept sealed qualifications for Borough Solicitor through this Request for Qualifications (RFQ). Sealed qualifications will be accepted until **11:00 a.m., Friday, October 17, 2025** at Ambler Borough Hall, 131 Rosemary Avenue, Ambler, PA 19002. Sealed envelopes shall be identified: **RFQ – Borough Solicitor 2025**. All qualifications shall be in accordance with the RFQ specifications listed in the RFQ document, copies of which may be obtained by email at manager@borough.ambler.pa.us or call 215-646-1000. This position will be awarded through a fair and open process. All responses to this solicitation shall be available to the general public. The Borough reserves the right to reject any and all proposals, with or without cause, and waive any irregularities or informalities in the proposals. The Borough reserves the right to re-solicit proposals. The Borough further reserves the right to make such investigations as it deems necessary as to the qualifications of the parties of any and all submittals.

BACKGROUND & GENERAL INFORMATION ON THE BOROUGH OF AMBLER

The Borough of Ambler is located in Montgomery County, Pennsylvania and operates under the Commonwealth of Pennsylvania Borough Code form of government, with a nine (9) member elected Council, elected Mayor and appointed Borough Manager. Meetings are held the first and third Tuesday of each month. Ambler Borough is approximately 9/10th square mile, with a population of approximately 6,500. Ambler Borough operates on an annual General Fund budget of \$ 3.8 million (total budget \$12 million), with approximately 32 municipal employees and 13 police department employees. The Borough owns and operates the Ambler Borough Water Department, a municipal water utility serving Ambler Borough and surrounding communities and the Ambler Wastewater Treatment Plant, a Jointure serving Ambler Borough and surrounding communities.

MANDATORY QUALIFICATIONS & PROFESSIONAL CREDENTIALS

The firm selected is to be a multi-disciplined firm with a high degree of knowledge, experience, and ability to perform and provide legal advice to Borough Council in areas involving, but not limited to: municipal law and the operation of local government units; municipal litigation and tort claims laws; contracts law; Pennsylvania employment and personnel issues; environmental (including Brownfields & Super Fund sites) and water/wastewater utility issues; land use regulation and open space; acquiring and administering grants; municipal finance issues; open records laws; and government ethics

laws. Solicitor is required to attend all Borough Council Committee (1st Tuesday) and Council (3rd Tuesday) Meetings. Firm selected is to have a qualified attorney holding a Juris Doctorate from an accredited law school, a license to practice law in the Commonwealth of Pennsylvania and be a member in good standing of the Pennsylvania Bar Association. Documented proof (copies) of current credentials must be provided. Principal professional assigned to the Borough shall have a minimum of **ten (10) years' experience** as an attorney, **five (5) years** of which shall be as a Municipal Solicitor. Awarded firm shall be the firm deemed most advantageous to the Borough, price and other factors considered.

SELECTION PROCESS & INTERVIEW

All submissions will be reviewed to determine responsiveness. Non-responsive proposals will be rejected without evaluation. For firms determined to be responsive, the Borough's evaluation will include but not be limited to the following evaluation criteria, separate or combined in some manner, and not necessarily listed in order of significance.

- a. The firm's general approach to providing services required under this RFQ.
- b. The firm's documented experience in successfully completing projects of a similar size and scope.
- c. The qualifications and experience of the firm's management, supervisory or other key personnel assigned to the Borough with emphasis on their documented experience in successfully completing projects of a similar size and scope.
- d. The overall ability of the firm to mobilize, undertake and successfully complete the scope of work in a timely fashion, such criterion including, but not limited to: the number of qualifications of management, supervisory and other staff proposed by the firm to perform services required by this RFQ; the availability and commitment to the engagement of the firm's management, supervisory and other staff proposed.
- e. The firm's commitment to diversity in employment practices, including, but not limited to, information related to any certifications, actual diversity among current management and staff, and diversity practices related to recruitment, retention and promotion of current and prospective staff.
- f. Costs and fee schedules.

The Borough reserves the right to interview any or all representatives of the firms submitting a proposal. Although interviews may take place, all submissions should be comprehensive and complete. The Borough reserves the right to request clarifying information subsequent to the submission of the proposal.

SCOPE OF WORK

The Borough of Ambler is soliciting qualifications from firms interested in providing Borough Solicitor legal services. The legal services under consideration in this Request for Qualifications involve (but are not limited to):

1. Providing proactive, high-quality and timely legal advice and opinions to the Borough Council and Borough Manager on a variety of legal matters, as well as on projects and proposals which have legal ramifications.
2. Attending meetings as required by Borough Council or other Boards of the Borough.
3. Being familiar with the Borough Code of Ordinances, applicable State and Federal Laws and other applicable documents.
4. Representing the Borough as the Borough Solicitor in legal matters other than those provided by the Borough's insurance.
5. Reviewing and/or drafting Ordinances, Resolutions and other documents as requested by Borough Council or Borough Manager.
6. Negotiating and administering Borough contracts, including but not limited to, telecommunications contracts, real estate and equipment leases and/or purchases, as well as assisting with contract disputes.
7. Staying informed on new or proposed State and Federal legislation affecting the Borough, the Borough's Water Department and the Ambler Wastewater Treatment Plant.
8. Providing legal counsel and representation as needed on issues pertaining to personnel policies and procedures including AFSCME and Police Union contracts.
9. Possessing knowledge of municipal budgets, including General, Water and Wastewater Treatment Plant as well as bond and financing procedures.
10. Possessing knowledge on matters involving land use planning and laws, with ability to communicate with Zoning Hearing Board Solicitor or County Planner.
11. Possessing knowledge on matters involving regulation and standards requirements for Water Department and the Ambler Wastewater Treatment Plant, including MS4 compliance, with the ability to communicate with Borough Engineers and staff on relevant issues.
12. Possessing knowledge of Pennsylvania Open Records, Open Meeting and Sunshine Law issues.

MANDATORY PROPOSAL CONTENTS

The Borough Manager and Ambler Borough Council reserve the right to interview any or all Applicants submitting a proposal. Although interviews may take place, the proposal should be comprehensive and complete on its face. The Borough reserves the right to request clarifying information subsequent to submission of the proposal. In addition to demonstrating an ability to meet all minimum qualifications, the firm must also include and address the following:

1. **Contact Information:** Provide the name, address and telephone number of the firm as well as the year the firm was established; the name, telephone number, fax number and email address of the key attorney to be assigned to the Borough; and the name, telephone number, fax number and email address of the preparer of the proposal.

2. **Staffing Plan:** A plan listing those persons who will be assigned including designation of the person to be assigned as the key attorney for the position of Borough Solicitor. This shall include relevant resume information for the individual(s) assigned, including 'back up' attorney, and including a description of professional experience and credentials, years and type of experience, and number of years with the firm. Documented proof of current licenses and professional certifications shall be included. Should a sole practitioner respond to this RFQ, a detailed summary of qualifications and certifications of 'back up' attorney shall be provided.
3. **Executive Summary:** Applicant shall include an Executive Summary of not more than three (3) pages, identifying and substantiating why the firm and key attorney to be assigned to the Borough are best qualified to provide the requested services.
4. **Firm Presence, General Approach & Municipal Experience:** Applicant shall describe the firm's presence in Pennsylvania and any familiarity the firm has with the Montgomery County area. Applicant shall set forth detailed municipal experience with Pennsylvania Boroughs, including Boroughs involved with water and wastewater facilities issues, describing client size and specific examples of work. Applicant's general approach to providing services to the Borough as required by this RFQ should be detailed, including going-about anticipated communications with Borough and availability and timely responsiveness to Borough staff and Council.
5. **Client List & References:** Applicant shall provide a current municipal client list. Applicant shall include contact information for at least three (3) municipal clients, for whom services have been provided for at least three (3) years; and at least two (2) former clients for whom services have been provided during the past ten (10) years. Provide contact names, titles and phone numbers.
6. **Litigation, Investigations & Conflicts:** Should Applicant or the principal to be assigned have been engaged as a defendant in any litigation involving a sum of \$100,000 or more and/or has been subject to any professional disciplinary action over the last three (3) years, provide a description of the litigation and/or disciplinary action. Further, provide a description of any ongoing investigations and/or litigation matters involving the applicant firm or principal to be assigned that relate to the performance of the applicant. Applicant shall identify any existing or potential conflicts of interest and disclose any representation of parties or other relationships that might be considered a conflict of interest with regard to Ambler Borough.
7. **Fee/Cost Proposal:** Provide rates for services with fees to be submitted delineated as **both flat fee and hourly**. Pricing will be reviewed based upon reasonableness for services being provided, competitive market rates, and fee structure. The Borough is not obligated to select the proposal with the lowest fee proposal to perform these professional services. In addition to stating flat and hourly fees, applicant should enumerate any additional reimbursable expenses not covered by these fees and should

list any reduced fees offered to other municipalities, government entities, economic development or non-profit organizations and civic organizations.

- a. **Flat Fee** (all-inclusive) to be paid monthly
- b. **Hourly Fees** (identifying hourly rate of each attorney and support personnel, indicating minimum billable-time increment for services and stating rates for other cost items proposed to be itemized and billed.)

QUESTIONS & ADDENDA

*Answers to questions in the interest of all will be made available to other respondents.
Responses to questions will not be issued in the form of an Addendum to the RFQ.*

PROPOSAL SUBMISSION & THE SELECTION PROCESS

*Applicant is asked to submit **five (5) printed copies** which shall be received
in a sealed envelope marked on the outside:*

“RFQ – Borough Solicitor 2025”

*Submittal deadline is 11:00 a.m., Friday, October 17, 2025. Submissions are to be mailed or
hand-delivered. No faxed or emailed qualifications will be accepted. Late qualifications will
not be accepted.*

*Evaluations will be based upon responsiveness to the RFQ and the demonstrated ability to
meet the needs of the Borough of Ambler. Oral interviews with some or all of the Applicants
may be conducted by telephone and/or in person to assist in the selection process. The
Borough of Ambler reserves the right to reject any and all Qualifications and to re-advertise
the RFQ and waives any informality or irregularity in a Proposal. The Borough of Ambler
reserves the right to hold all Qualifications for a period of thirty (30) days after the date
fixed for the opening. The Borough of Ambler reserves the right to enter into good faith
negotiations with Applicants to modify descriptions to a greater or lesser magnitude than
described in this RFQ at the sole discretion of the Borough of Ambler.*

REQUEST FOR QUALIFICATIONS

The Borough of Ambler (Montgomery County, PA) will accept sealed qualifications submittals until 11:00 a.m. Friday, October 17, 2025, at Ambler Borough Hall, 131 Rosemary Avenue, Ambler, PA 19002 for the following professional services:

BOROUGH SOLICITOR**MUNICIPAL ENGINEER (BOROUGH & WATER UTILITY)****BOROUGH AUDITOR**

All qualifications shall be in accordance with the Request for Qualifications (“RFQ”) specifications which are available from the Borough for each listed professional service. For a copy of an RFQ, please email the Manager’s Assistant at ekunzier@borough.ambler.pa.us or call 215-646-1000. Sealed envelopes containing five (5) print copies of qualifications submittals should be identified as **RFQ – ‘Listed Professional Service’ – 2025** and delivered to Borough Manager at the address above so as to arrive by the specified date and time above. Questions regarding the contents of any of these RFQs may be directed by email to the Manager’s Assistant email above, or to the Borough Manager at 215-646-1000, ext. 106.

KYLE B. DETWEILER
Borough Manager

Ad to run Friday, September 5th and Wednesday, September 10th in: *Times Herald*
Ad to run Friday, September 5th in: *The Intelligencer*

Public Safety Committee

The previous Committee meeting was held on August 27, 2025, at 7:00pm. Committee members: Amy Hughes – Chair, Jen Henderson, Nancy Roecker Coates and Lou Orehek.

The Committee will not consider any recommendations at this time.

The following business will be discussed:

1. A proposed resolution for suspending enforcement of Ordinance No. 748. **(Enclosed)**

Items For Consideration:

1. Motion – Resolution No. 2025-09 – Suspending Enforcement of Ordinance No. 748.

BOROUGH OF AMBLER
MONTGOMERY COUNTY, PENNSYLVANIA

RESOLUTION NO. 2025-09

A RESOLUTION SUSPENDING ENFORCEMENT OF ORDINANCE 748
FOR PERSONS ATTENDING AMBLER BOROUGH'S

SEPTEMBER FIRST FRIDAY

ON SEPTEMBER 5, 2025

BE IT RESOLVED that Ordinance 748, Codified in the Borough Ordinances at §6-101, prohibiting the carrying of alcoholic beverages in open containers, will not be enforced on September 5, 2025, against any attendee of Ambler Borough's September First Friday against any attendee of First Friday events. During the event, vendors and merchants will sell alcoholic beverages which may be carried and consumed by attended within visible boundaries of the event, Ordinance 748 will remain in force in the remainder of the Borough on those dates. All other laws relating to public conduct, including public intoxication and underage drinking will remain in full force and effect, including throughout the event.

SO RESOLVED this _____ day of _____, 2025

Glynnis Siskind, Council President

Kyle Detweiler, Secretary

Public Utilities Committee

The previous Committee meeting was held on August 5, 2025, at 7:00pm. Committee Members: Lou Orehek - Chair, Amy Hughes, Karen Sheedy, and David Hui.

The Committee will not consider any recommendations at this time.

The following business will be discussed:

1. A proposal from BSI, Inc. for the replacement of MCC electrical panels for EPS-1 and EPS-2. **(Enclosed)**

Items For Consideration:

Not applicable.



EMAIL TRANSMITTALL

August 27, 2025

Borough of Ambler Wastewater Treatment Plant
 505 Church Street
 Ambler, PA 19002
 Attention: Jarrett Evans

RE: Ambler Wastewater Treatment Plant Effluent Pump Stations

Dear Jarrett:

Thank you for the opportunity to provide this proposal. Per your request outlined below is the scope and cost associated with upgrading the Effluent Pump Stations at the Ambler Wastewater Treatment Plant.

SCOPE

- 1) Furnish and Install Temporary Power/Equipment to Power Station During Construction
- 2) Furnish and Install (1) Power Panel
- 3) Furnish and Install (1) Lighting Panel
- 4) Furnish and Install (2) Combination Starters
- 5) Furnish and Install (1) Receptacle with Shroud
- 6) Furnish and Install Required Conduit/Wire/Appurtenances for Station Upgrade

NOTES

- Proposal Excludes Taxes on Exempt Items
- Proposal Excludes Permit Fees
- Proposal Excludes Bond Costs
- Proposal Includes Prevailing Wages
- Proposal In Accordance with Arris Engineering Group, LTD Drawings
 - o Drawing C-1 Dated 8/21/25
 - o Drawing E-1 Dated 8/21/25

COST

EPS-1: \$80,705.00 (Eighty Thousand Seven Hundred Five and 00/100 Dollars)

EPS-2: \$80,705.00 (Eighty Thousand Seven Hundred Five and 00/100 Dollars)

COSTARS

- 1) COSTARS Contract Number: 016-E22-267
- 2) COSTARS Solicitation Number: COSTARS-16
- 3) SAP Vendor Number: 179109



Feel free to contact our office if you have any questions or need any clarifications.

Sincerely,

Christopher Stanton, P.E.

Christopher Stanton, P.E.

Parks and Recreation Committee

The previous Committee meeting was held on August 5, 2025, at 7:00pm. Committee Members: Jen Henderson - Chair, Nancy Roecker-Coates, David Hui and Redmond Brubaker.

The Committee will not consider any recommendations at this time.

The following business will be discussed:

1. Ambler Community Garden will be hosting a scarecrow contest in Knight Park in October. **(Enclosed)**
2. The Parks & Recreation Committee will be hosting a movie night in Knight Park later this month.

Items For Consideration:

Not applicable.



Sargeant Salad Invites You to Participate in

The First Annual Scarecrow Contest

October 2025

Ambler Community Garden

Knight Park

Ambler, PA 19002

Interested in participating?

Let us know by completing this form by August 31!

Additional details included in form.

<https://bit.ly/ACGscarecrow>



SCAN ME

Questions?

ACGscarecrowcontest@gmail.com

Follow us! @amblercommunitygarden

Salary & Personnel Committee

The previous Committee meeting was held on August 5, 2025, at 7:00pm. Committee Members: Karen Sheedy–Chair, Glynnis Siskind, Jen Henderson, and Elizabeth Iovine.

The Committee will not consider any recommendations at this time.

The following business will be discussed:

1. Not applicable.

Items For Consideration:

Not applicable.