

**TREE TRIMMING & REMOVAL SERVICES
2021-2022**

Requests for Proposals shall be received by the Township Manager of Warminster at the Municipal Building, 401 Gibson Avenue, Warminster, PA 18974 or emailed to amcadams@warminsterpa.org until September 30, 2021 at 2:00PM. Contract documents for the above may be downloaded from the Township's website, <https://warminstertownship.org>.

All questions must be submitted by email to the Public Works Director, Andrew McAdams at amcadams@warminsterpa.org. Proposals must be on the form furnished by the Municipality.

Steven M. Wiesner
Acting Township Manager

WARMINSTER TOWNSHIP
401 Gibson Avenue
Warminster, PA 18974

GENERAL CONDITIONS- Exhibit "A"

1. Proposal Documents consist of the General and Special Conditions (Exhibit "A"), Proposal Form and Contractor's Affidavit (Exhibit "B") the Detailed Specifications (Exhibit "C"), Non-Collusion Affidavit (Exhibit "D"), and Contract Form, (Exhibit "E")
2. PROPOSALS WILL NOT BE CONSIDERED UNLESS SUBMITTED ON TOWNSHIP FORMS.
3. Contractor may submit proposal on a one (1) year option or up to and including all three (3) year options.
4. Proposals must be typewritten, or written in ink, and must be signed by the Contractor on the enclosed form.
5. Proposals shall be delivered to the Township Building, 401 Gibson Avenue, Warminster Pa, 18974 IN SEALED ENVELOPES MARKED AS TO THE CONTENTS or emailed to amcadams@warminsterpa.org.
6. Proposals must remain firm for ninety (90) days from date of proposal opening and cannot be withdrawn during this period.
7. The Township of Warminster reserves the right to accept or reject all or any portion of any proposals submitted, and to make awards that will serve the best interest of Warminster Township.
8. The Contractor agrees that ALL the items herein enumerated shall be SUBJECT TO INSPECTION by employees of the Township or by qualified agents of the Township, and should they not be in conformity with the specifications, the Contractor agrees to remove the same from the Township's premises UPON DUE NOTICE.
9. The Contractor agrees that, if awarded the contract for the items herein specified, he WILL NOT ASSIGN, TRANSFER OR SUBLET the contract or purchase order.
10. The Contractor does hereby agree that, if awarded the contract, he will indemnify and save harmless the Township of Warminster, the Board of Supervisors, its Township Manager, Employees and Agents from all suits and actions of every nature and description brought against them, or any of them growing out of any contract or contracts written or verbal, entered into between the successful Contractor and the Township.
11. Proposals must be done in full compliance with applicable laws of the Second Class Township Code of Pennsylvania and Warminster Township Code of Ordinances.

SPECIAL CONDITIONS

1. CONTRACTOR'S INSURANCE

- (a) General – Before or at the execution of a Contract, provide the Owner with certificates of insurance evidencing the coverage required; have all primary and excess liability policies contain the following clause: “Thirty (30) days written notice of any cancellation, non-renewal, limit or coverage reduction is to be sent to the Owner by Certified Mail” and all insurance policies must be written by an Insurance Company licensed and authorized to do business in Pennsylvania and acceptable to the Owner. The bond is to be approved by the Township. All insurance policies must be written by an Insurance Company licensed and authorized to do business in Pennsylvania and acceptable to the Owner.
- (b) Worker's Compensation and Employer's Liability Insurance – Worker's Compensation Insurance in statutory required limits for the protection of all employees. Provide Employer's Liability Insurance in limits of not less than \$500,000 bodily injury each accident.
- (c) Commercial General Liability Insurance – Includes: Products/Completed Operations; Blanket Contractual Liability – All Written & Oral Contracts; premises and operations liability; explosion, collapse and underground; personal injury; independent contractors; broad form property damage; severability of interest provisions; personal injury and advertising liability; premises medical payments; fire damage legal liability – real property; incidental malpractice (including employees); non-owned watercraft; and automatic coverage for newly acquired entities. The minimum limits for Commercial General Liability policy will be \$1,000,000 Each Occurrence.
- (d) Commercial Automobile Liability Insurance - covering all owned, hired, leased and non-owned vehicles with a minimum limit of liability of \$1,000,000 per occurrence.
- (e) The Commercial General Liability and Automobile Liability policies will name Warminster Township as Additional Insured.
- (f) Proof of Insurance – Before commencing work, furnish to the Township three original certificates of insurance outlining the coverages detailed above. The certificate will also indicate the Additional Insured status of the Township and the appropriate cancellation/nonrenewal notice wording.

The insurance company certificates will be in standard ACORD form and will contain the address and phone number of the insurance company or insurance agent. If appropriate, the Township reserves the right to request certified copies of the contractor's insurance coverages.

PROPOSAL FORM (Exhibit "B")

NOTE: CLEARLY MARK OUTSIDE OF SEALED PROPOSAL WITH IDENTIFICATION AS

1. Tree Trimming & Removal Services 2021-2022
2. The name of the company or corporation submitting the proposal.

ALL CONTRACTORS MUST USE THIS FORM, OR AN EXACT DUPLICATE
FOR SUBMITTING PROPOSALS

Contractors must return the following:

- 1) Proposal Form
- 2) Non-Collusion Affidavit

FORM OF PROPOSAL

PLACE: Township
Building
401 Gibson
Ave
Warminster, PA 18974

**DATE OF PROPOSAL
SUBMISSION BY:** September 30, 2021 by 2:00 PM

PROPOSAL AWARD: October 7, 2021

TO: TOWNSHIP OF WARMINSTER

The undersigned, _____,
(name of Contractor)

after complete examination of the specifications and contract form of documents, hereby proposes to furnish all equipment, materials, and labor (as required) for: **Tree Trimming & Removal Services** listed below, together with all incidentals thereto, in accordance with the enclosed specifications which are understood as being part of this proposal.

Provide a daily rate based upon a team of 1 supervisor plus a 3-4 man crew using the following equipment:

- Bucket Truck (40-foot minimum)
- Wood Chipper (16-inch minimum)
- Chipper Truck
- Wood Log Truck
- Pickup Truck
- Stump Grinder
- Inventory: chainsaws, rope bars, hand saws, etc.
- For golf course work and work in wet sections of parks- vendor must use rubber, plastic or wood matting for turf protections

Daily Rate: _____

½ Day Rate (4 hours): _____

*Emergency call fee: _____

***The emergency call fee will only be paid for calls made outside of normal business hours: weekends, Township- recognized holidays or before 8:00AM or after 4:30 PM on weekdays.**

Proposals shall be awarded to the contractor who has the most advantageous proposal for the Township considering quoted rates, contractor reputation and expertise and any other factors the Township considers imperative when making the award.

The Contractor understands that the Owner reserves the right to reject any or all proposals, and to waive any informalities in the Proposing.

The Contractor agrees that this proposal shall be good for a period of ninety-days (90) after the scheduled closing time for receiving proposals and may not be withdrawn during this period.

The undersigned does further agree, within fifteen (15) days or receipt of written notice of the acceptance of this proposal to execute the formal contract bound in the specification.

SEAL IF PROPOSAL IS BY A CORPORATION

_____	By _____
Business Name	_____
	(Signature of Contractor)

Business Address	_____
	Business Phone

	Business Fax

Email	

NOTE: A CO-PARTNERSHIP MUST GIVE THE FIRM NAME AND SIGNATURE OF PARTNER WITH TITLE.
A CORPORATION MUST GIVE THE FULL CORPORATE NAME, SIGNATURE OF OFFICIAL WITH TITLE AND AFFIX THE CORPORATE SEAL.

PROPOSAL SPECIFICATION-EXHIBIT "C"

1. This specification is to provide for tree take down, tree trimming, wood removal and stump grinding at various locations at the direction of the Township. Wood and debris that is removed from site will be disposed of in compliance with all Federal, State, and local laws.
2. When stump grinding is required, stumps will be removed 6" to 12" below soil.
3. Grindings may be placed in the hole, but excess shall be removed.
4. The contractor must own the equipment that is included in determining the rate schedule as listed on the proposal form.
5. Proof of Ownership must be submitted with the proposal document.
6. Must have sufficient staff to fulfill manpower requirement. Staff must be qualified to operate equipment.
7. Must submit employee list.
8. All employees must be legal residents of the USA and have required documents.
9. The contractor must provide references from prior Municipal and/or golf course clients.
10. Contractor must have municipal references and experience.
11. Contractor must have \$1,000,000.00 of Liability coverage and also have workers compensation insurance.
12. Except for emergency work, contractor will provide the requesting Township representative with an estimate of the time required to complete the work before starting.
13. The Township will provide contractor with a purchase order for all non-emergency work prior to starting assignment.
14. Emergency work will waive this requirement.
15. Contractor must be capable of providing emergency service and in such case respond within 1 hour of call from Township personnel.
16. Failure to respond to emergency work calls, in required time, will result in cancellation of Contract

Acknowledgement to be submitted with proposal.

Company

Signature

Date

NON-COLLUSION AFFIDAVIT (Exhibit “D”)

Contract No. _____

State of _____:

:s.s.

County of _____:

I state that I am _____ of _____
(Title) (Name of my firm)

and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this Proposal.

I state that:

(1) The price(s) and amount of this proposal have been arrived at independently and without consultation, communication or agreement with any other contractor, Contractor, or potential Contractor.

(2) Neither the price(s) nor the amount of this proposal, and neither the approximate price(s) nor approximate amount of this proposal, have been disclosed to any other firm or person who is a Contractor or potential Contractor, and they will not be disclosed.

(3) No attempt has been made or will be made to induce any firm or person to refrain from proposing on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.

(4) The proposal of my firm is made in good faith and not pursuant to any agreement of discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.

(5) _____, its
affiliates, (Name of my firm)

subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to proposals or any public contract, except as follows:

I state that _____ understands and
(Name of my firm)

acknowledges that the above representations are material and important, and will be relied

on by _____
(Name of public entity)

in awarding the contract(s) for which this Proposal is submitted. I understand and
my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent

concealment from _____ of the true facts

relating to submission of Proposals for this contract.

(Name and Company Position)

SWORN TO AND

SUBSCRIBED BEFORE

ME THIS _____

Day of _____ 2021

Notary Public

My Commission Expires

CONTRACT FORM (Exhibit E)

AGREEMENT, made this _____ day of _____, 2021 by and between the Township of Warminster, Bucks County, Pennsylvania, hereinafter called Township, and

a Corporation organized and existing under the laws of the State of _____
a partnership consisting of the following members:

an individual, of _____ State of _____
hereinafter called Contractor.

WITNESSETH, that the Contractor and Township for consideration named herein agree as follows:

ARTICLE 1. – SCOPE OF WORK

The Contractor shall in a first-class manner, deliver and furnish all of the materials and or equipment, provide any labor required to effectuate the proper operation and/or installation of said item entitled in strict and complete conformity with the contract documents and specifications. Contractor shall do everything required by this Agreement and the contract documents provided herein.

1

ARTICLE 2. – PAYMENT AND CONTRACT SUM

Township shall pay Contractor for the performance of this Contract, subject to additions and deductions, and subject to adjustment of quantities where unit proposal is accepted, as provided in the specifications. The determination of the Township as to quantities supplied and installed shall be final, binding unappealable and not subject to arbitration.

Payments shall be made in accordance with the provisions as set forth in the specifications. Final payment shall not be paid to Contractor until after final inspection and acceptance of the items by the Township. The Township reserves the right but shall not be obligated to require Contractor to furnish Township with a properly executed Release of Liens and written approval of Contractor's Surety Company prior to final payment.

ARTICLE 3. – TIME OF COMPLETION

This contract will expire on _____. The Contractor agrees to complete non-emergency work assignments within 5 days of receipt of a Purchase Order from the Township.

ARTICLE 4. – CONTRACT DOCUMENTS

The contract documents shall consist of the following:

- (1) Advertisement for proposals
- (2) Instructions and Supplementary Instructions to Contractors
- (3) Actual Proposal (proposal) submitted by Contractor
- (4) This Agreement
- (5) Specifications in their entirety
- (6) Addenda (if any)
- (7) Insurance Certificates required

ARTICLE 5. – INSURANCE AND WAIVER OR LIENS PRIOR TO COMMENCING WORK

Contractor shall furnish Township with executed Waiver of Liens and Certificates of Insurance in form and

with such companies deemed appropriate by the Township, as required by the contract documents prior to supplying items.

ARTICLE 6. – CONTRACTOR REPRESENTS AND WARRANTS AS FOLLOWS:

(a) That it is financially solvent and that it is experienced in and competent to furnish the materials, supplies, or equipment and,

(b) That it is familiar with, and will in performing this contract, abide by all Federal, State, Municipal and Department laws, Statues, Ordinances and Regulations which in any way affect the items to be supplied herein and shall in any way affect employees, wages paid, their employment and materials and equipment used by Employer to perform the work herein;

(c) That such items required by the contract documents can be satisfactorily used for the purposes for which it is intended, and are new and unused, and

(d) The Contractor specifically warrants to the Township that the Contractor has carefully examined the contract documents and this Agreement and is familiar with the contents and legal effect of all the contract documents and this agreement.

(e) The Contractor specifically warrants to the Township that the Contractor is authorized, licensed, and registered to do business in the Commonwealth of Pennsylvania.

ARTICLE 7. – This Agreement shall extend to and be binding upon the respective heirs, administrators, executors, successors, and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be executed and set their hands and seals on the day and year first above written.

WARMINSTER TOWNSHIP

BY: _____
Acting Township Manager, Steven Wiesner

ATTEST:

AFFIX
SEAL
HERE _____

(CORPORATE CONTRACTOR)

BY: _____
President

ATTEST:

AFFIX
SEAL
HERE _____

HOLD HARMLESS CLAUSE

The contractor shall indemnify and save harmless the Township from and against all losses, claims, demands, payments, suits, actions recoveries, and judgments of every nature and description brought against or recoverable from the Township of Warminster by reason of any act or omission of the contractor, his agents, employees or assigns, and any entity acting in the contractor's behalf and on the contractor's direction in the execution of or failure to execute the work or in consequences of any negligence or carelessness connected with the execution of or failure thereof of any work and any activities directly or indirectly incidental thereto. This specifically includes any negligence or carelessness of the contractor in failing to review or in the review of all plans, specifications, ordinances, rules, regulations, and other documents published by the Township of Warminster or other agencies, governmental or otherwise, in connection with the preparation and award of the contract.

The contractor shall assume all risk and bear any loss for injury to the property of or to any person, which is caused by the negligence of the contractor including his negligent failure to notify the Township of Warminster of any dangerous condition requiring Township action, during the period including periods when the contractor is not present on the site but during the progress of work provided for in the contract until the same shall have been completed and accepted in writing or by formal Board approval. The contractor shall also assume all responsibility for any and all loss by reason of the contractor's negligence or violation of any local, state, or federal law, regulation, practice, or order. The contractor shall give to the Township authorities and all other appropriate authorities all required notices in writing relating to the work for which the contract was let including all notices of any dangerous conditions, and what precautions contractor is taking to protect against same.

The contractor is executing this agreement represents to the Township of Warminster that the contents of the Hold Harmless Clause have been communicated to any subcontractors or employees and that this representation is made on behalf of both himself and all persons or organizations acting on contractor's behalf including any subcontractors.

Firm Name

President

ATTEST: _____

Secretary