

BRISTOL TOWNSHIP
2501 Bath Road
Bristol, PA 19007

**2022 Tree Trimming and Removal
Request for Proposal
GENERAL CONDITIONS**

GENERAL CONDITIONS

1. PROPOSALS WILL NOT BE CONSIDERED UNLESS SUBMITTED ON THE TOWNSHIP FORMS.
2. Proposals must be typewritten, or written in ink, and must be signed by the contractor on the enclosed form.
3. Proposals shall be delivered to the Township Manager at the Municipal Building, 2501 Bath Road, Bristol Pa, 19007 or emailed to cdearnley@bristoltownship.org.
4. Proposals must show unit and total prices; but where the figures are irreconcilable, awards will be made on the basis of the unit price. Proposals shall include ALL DELIVERY COSTS BUT NO STATE OR FEDERAL SALES TAX.
5. The Township of Bristol reserves the right to accept or reject all or any portion of any proposal submitted, and to make awards that will serve the best interest of Bristol Township. The Township of Bristol reserves the right to waive variances in products from the specifications if, in the Township judgment, the overall total quality of the product is not altered.
6. The contractor agrees, if awarded the contract, TO FURNISH, AND DELIVER or construct the items herein enumerated AT SUCH TIMES AND PLACES AS THE TOWNSHIP MAY DIRECT.
7. 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.
8. 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.

GENERAL CONDITIONS (cont'd):

9. Wherever the specifications indicate a product of a particular manufacturer, name or brand, such names are for the purpose of clarification and identification, and do not signify a preclusion of other manufacturers' products. Unless otherwise noted it shall be understood that all articles or products shall be similar in design and function to those specified, and shall, regardless of any trade or manufacturer's name, meet the specifications established by the Township. If the contractor is proposing on other than items specified, he shall so note on the proposal, or the contractor shall be interpreted as proposing on the exact brand and model specified. If the contractor is proposing on comparable equipment/materials: drawings, plans and specifications from that manufacturer must be included with the proposal.
10. The Township shall be provided with all necessary information in compliance with the Right to Know Law on items supplied that are subject to said laws.
11. The contractor does hereby agree that, if awarded the contract, he will indemnify and save harmless the Township of Bristol, Township Council – its Township Manager, Employees and Agents – from all suites 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.
12. Proposals must be done in full compliance with applicable laws of the 1st Class Township Code of Pennsylvania and Bristol Township Administrative Code.
13. The contractor agrees, if awarded the contract, to furnish and deliver all of the said articles within thirty (30) days from the date of purchase order, unless otherwise noted, to the place or places therein specified, and in such quantities as specified in the purchase orders or orders, and that all of the said articles shall be subject to the inspection and approval of the Township.
14. The Township Manager or her Designee is authorized and empowered to purchase articles in conformity with this contract from such party or parties, in such quantities and in such manner as it shall select, at the expense of the successful contractor, in the event that the successful contractor shall neglect or refuse to furnish and deliver the said articles or any part thereof as provided in these specifications, or to replace any which are rejected as stated in the preceding paragraph.
15. Each shipment shall be clearly marked with our purchase order number and the building to which it is to be delivered and shall include a packing slip showing our purchase order number.

GENERAL CONDITIONS (cont'd):

16. An invoice showing our Purchase Order Number shall be forwarded, in duplicate, to the Township Office, 2501 Bath Road, Bristol, Pa. 19007.
17. The accepted contractor shall furnish a warranty and/or guarantee of all items supplied as provided for by the manufacturer of those items.
18. It is the responsibility of the contractor to inform the Township, with the proposal, of any portion or portions of the specifications that the contractor cannot conform to. Lack of such notice by the contractor will fully and completely in every detail conform to said specifications.

SPECIAL CONDITIONS

1. CONTRACT SECURITY

Each Contractor shall furnish a surety bond in an amount equal to 100 percent of the contract for faithful PERFORMANCE, a separate surety bond in an amount equal to 100 percent of the contract for the payment of LABOR and MATERIALS; and a separate MAINTENANCE bond in an amount equal to 25% of the total contract price. The PERFORMANCE AND LABOR AND MATERIALS bonds are to continue in effect for a period of one (1) year after final payment. The MAINTENANCE bond is to continue in effect for a period of one (1) year after the date of completion, approval, and acceptance of the entire work. Work shall not commence under this contract until each of the above bonds have been obtained.

All Bonds must be executed by a corporate surety satisfactory to the Owner, and each set of bonds executed must include a Power of Attorney and the latest statement of assets and liabilities with an authorized signature from the company. Should any surety upon such bonds become unsatisfactory to the Owner, the Contractor must promptly furnish such additional security as may be required from time to time to protect the interest of the Owner.

Only bonds from companies licensed to do business in the State where the Owner is located will be accepted and the bond shall so state same.

2. CONTRACTOR'S INSURANCE

- (a) General – Do not commence work under the contract until all insurance, and insurers, under this section have been obtained and approved by the Owner. 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.” Maintain the insurance described herein until the work is completed and Final Certification of Completion has been issued. 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 – Take out, pay for and maintain during the life of the contract. Worker's Compensation Insurance in statutory required limits for the protection of all employees. Provide, pay and maintain during the life of the contract, Employer's Liability Insurance in limits of not less than \$500,000 bodily injury each accident, \$500,000 bodily injury by disease, and \$500,000 bodily injury by disease each employee.
- (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; broadform 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 as follows:

- \$1,000,000 Each Occurrence
 - \$1,000,000 Advertising and Personal Injury Limit
 - \$2,000,000 General Aggregate per Location/Per Site
 - \$2,000,000 Products and Completed Operations Aggregate
 - \$50,000 Fire Damage Legal, Any One Fire
 - \$5,000 Medical Payments
- (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) Commercial Umbrella/Excess Insurance- with the following minimum limits:
- \$5,000,000 Each Occurrence
 - \$5,000,000 General Aggregate
 - \$5,000,000 Products/Completed Operations Aggregate
- (f) The Commercial General Liability and Automobile Liability policies will name Bristol Township as Additional Insured.
- (g) Endorsements – For completed operations and ongoing operations for construction activities must be provided by the successful contractor. A copy of the actual endorsement which has the name of the insured and their policy number listed, (no handwritten information), included with the certificate must be submitted to the Township. Attached are sample endorsements which may be completed and provided to the Township.

- (h) 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.

FORM OF PROPOSAL

NOTE: CLEARLY MARK OUTSIDE OF SEALED PROPOSAL WITH IDENTIFICATION AS TO:

1. What contract or contracts proposal is contained herein.
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. Form of Proposal
2. Non-Collusion Affidavit
4. Ownership Disclosure Statement

FORM OF PROPOSAL

PLACE: Township Building
2501 Bath Road
Bristol, PA 19007

PROPOSAL DUE DATE: November 5, 2021 By 11:00 AM

PROPOSAL AWARD: November 18, 2021

TO: TOWNSHIP OF BRISTOL

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 the

Tree Trimming and Removal Services

listed below, together with all incidentals thereto, in accordance with the enclosed specifications which are understood as being part of this proposal.

The contractor understands that the Township reserves the right to award all or parts of this contract as it determines is in the Townships' best interest

Daily Rate Shall Include:

Equipment

Manpower

Bucket Truck minimum 60 ‘

1- Supervisor

Chipper minimum 18”

4-man crew-comprised of required equipment, operators and laborers

Chipper Truck

Wood Log Truck

Pickup Truck

Stump Grinder

Inventory: Chain Saws, Rope

Bars, hand saws, etc.

For Golf course work: Must have rubber/plastic matting for turf protection

Daily Rate: \$_____

½ Day (4 hours) Rate: \$_____

Emergency Call in fee: \$_____

Emergency call in fee will be paid in addition to the ½ day or daily rate, but only paid for emergency calls not during normal business hours.

The contractor understands that the Owner reserves the right to reject any or all proposals, and to waive any informalities in the proposals. The contractor shall submit a bond or check in the amount of 10% of the daily rate included in their proposal.

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, and contract and deliver a Surety Bond or Bonds as required by the General Conditions and Contract.

SEAL IF PROPOSAL IS BY A CORPORATION

Respectfully submitted,

Business Name

By _____

(Signature of Contractor)

Business Address

Business Phone

Business Fax

Email

Proposal Specification

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 hole; 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 golf course clients.
10. Contractor must have municipal references and experience.
11. Contractor must have \$1,000,000.00 of Liability Coverage and 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

NON-COLLUSION AFFIDAVIT

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.

(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 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

OWNERSHIP DISCLOSURE STATEMENT

Listed below are all individuals, entities, etc. who have at least 5% interest in the company, partnership, corporation, etc. submitting this proposal:

NAME

ADDRESS

%INTEREST

EQUIPMENT MATERIAL CONTRACT

AGREEMENT, made this ___day of _____by and between the Township of Bristol, Bucks County, Pennsylvania, hereinafter called Owner, 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 Owner for consideration named herein agree as follows:

ARTICLE 1. – SCOPE OF WORK

The Contractor shall furnish all of the materials and or equipment and provide any labor required to complete the proper operation requested 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.

ARTICLE 2. – PAYMENT AND CONTRACT SUM

Owner 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 Owner 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 Owner.

ARTICLE 3. – TIME OF COMPLETION

This contract will expire on January 31, 2023. 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 contractors
- (4) This Agreement
- (5) Performance Bond, Maintenance Bond and Payment Bond (as required)
- (6) Specifications in their entirety
- (7) Addenda (if any)
- (8) All drawings, plans, and shop prints heretofore or hereafter issued
- (9) Insurance Certificates required

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

Contractor shall furnish Owner with executed Waiver of Liens and Certificates of Insurance in form and with such companies deemed appropriate by Owner, as required by the contract documents prior to supplying items.

ARTICLE 6. – BONDS

Contractor shall furnish Owner with a Performance Bond, a Payment Bond, each in the amount of this contract, in the amount of One Hundred Percent (100%) of the contract price, and all of said Bonds shall be with corporate surety and in form satisfactory to Owner and in accordance with the laws of the Commonwealth of Pennsylvania.

ARTICLE 7. – 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 8. – 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 se their hands and seals on the day and year first above written.

BRISTOL TOWNSHIP

BY: _____

Township Manager, Randee J. Elton

ATTEST:

AFFIX

SEAL

HERE _____

(CORPORATE CONTRACTOR)

BY: _____

President

A TEST:

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 Bristol 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 Bristol 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 Bristol 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 Bristol 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