

**TREE TRIMMING/TREE REMOVAL  
Proposal and Contract  
(when executed)**

**A. DEPOSIT OF PROPOSALS.**

All envelopes containing Bid proposals shall be clearly marked "Tree Removal/Tree Trimming Services" proposals for letting  
June 12, 2017

Date

Sealed Proposals will be received on or before  
3:00pm on June 8, 2017.

Time

Bids will be opened and read at approximately  
7:00pm , on the above let date.

Time

North Centre Township, Columbia County

Municipality Name and Type

Connie Kline

Secretary

1059 State Route 93

Address

Berwick, PA 18603

**Proposals must be mailed or otherwise delivered to the above address.**

1. The contractor proposes to TRIM and/or REMOVE TREES/LIMBS as prescribed by the Township and to do and perform all work and special requirements requested in safe measure and within the parameters of the law.
2. If designated as the successful bidder, the contractor will begin work on the date agreed between the parties, and will continue as agreed between the parties, weather permitting, until the work is completed or the end of the calendar year, whichever comes first.
3. **Proof of Worker's Compensation Insurance and Liability Insurance must be provided to the Township Secretary within 10 days of receipt of bid award but prior to the start of the work.**

**B. PROPOSAL OF:** \_\_\_\_\_

(name of company/contractor)

\_\_\_\_\_  
(address)

**CONTRACTOR'S CERTIFICATION**

It is hereby certified as follows:

1. The only person(s) interested in this proposal as principal(s) is (are): \_\_\_\_\_

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

2. None of the above persons are employees of the municipality.
3. This proposal is made without collusion with any other person, firm, or corporation.
4. All plans and specifications referred to above and the site of the work have been examined by the contractor. The contractor understands that the quantities indicated herein are approximate and are subject to change as may be required; and that all work is payable on the basis of the unit prices listed on the Schedule of Prices (Attachment 1).
5. The contractor will comply with all requirements of the laws and implementing regulations of the Commonwealth of Pennsylvania and the United States relating to human relations, equal opportunity and non-discrimination in employment, and will pay to workmen employed in the performance of the contract the wages to which they may be entitled.
6. The contractor will provide proof of the acceptance of the provisions of the Workmen's Compensation Act of 1915, as amended.
7. "The parties agree that the relationship between the Contractor and the Township is one of independent contractor and not the employer/employee and that the individual employees of the Contractor who will be performing the work pursuant to this contract are not employees of the Township. "

\_\_\_\_\_  
Contractor

WITNESSED OR ATTESTED BY:

BY: \_\_\_\_\_  
Title Date

\_\_\_\_\_  
Title Date

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TO BE EXECUTED ONLY IN THE EVENT THE ABOVE PROPOSAL IS ACCEPTED

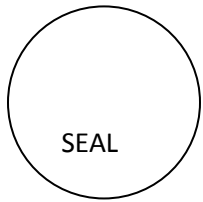
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ACCEPTED ON: \_\_\_\_\_  
Date

\_\_\_\_\_  
Municipality

ATTESTED BY: \_\_\_\_\_  
Title

BY: \_\_\_\_\_  
Title



\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

## ATTACHMENT #1

### LOCATION OF WORK

All work to be completed within the right-of-ways of the township owned roads in North Centre Township, Columbia County, Pennsylvania.

### DESCRIPTION OF WORK

#### Tree Trimming -

This work is for the trimming of trees/limbs in the right-of-way that are determined by the Township to constitute a safety hazard. Limbs and brush to be removed by the contractor.

#### Tree Removal -

This work is for the removal of trees in the right-of-way that are determined by the Township to constitute a safety hazard. The trees will be marked by the Township prior to their removal. Limbs and brush to be removed by the contractor. Tree trunks to be left in an orderly manner for the property owner.

In both instances above, the contractor will fell trees/trim trees in a manner preventing injury to remaining vegetation. Also, fell trees/trim trees in a manner that personal property will not be damaged. Tree locations are to be marked by North Centre Township prior to start of work and verified after work is completed.

### Special Provisions:

- ❖ Contractor will be responsible for any utility relocation if needed, including notifying and coordinating any activities with the utility companies for the proposed work to be completed.
- ❖ Contractor shall have roads opened, clear and safe for travel when work is being performed, and shall provide appropriate traffic control as to facilitate safe travel during work being performed, or any acceptable alternative approved by municipality prior to start of work.
- ❖ The lowest responsible bidder must comply with the Public Works Employment Verification Act by submitting a Commonwealth Public Works Employment Verification Form to the public body prior to award of contract.
- ❖ The municipality reserves the right to reject any and all bids.

### Price Schedule

Tree Trimming - priced per day, based on an approximate 8 hour day.                   \$ \_\_\_\_\_

Tree Removal - priced per day, based on an approximate 8 hour day.                   \$ \_\_\_\_\_

All pricing to be good through December 31, 2017. Once bid is accepted, if agreeable to both parties, this contract may be extended through December 2018.

# **AGREEMENT**

(executed after bid acceptance)

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ by and between: The TOWNSHIP OF NORTH CENTRE, in the County of Columbia, hereinafter designated as "Township," and , having its principal place of business at 1059 SR 93, Berwick, Pennsylvania 18603 and \_\_\_\_\_ hereinafter designated as the "Contractor."

THE PROJECT is the entire work to be performed under the Contract as specified in the original bid proposal.

The Township shall pay the Contractor in current funds on a weekly or bi-weekly basis for Contractor's performance of the contract, the Contract Sum of \$ \_\_\_\_\_ per eight (8) hour day.

WITNESSETH:

That the parties to these present, Township and Contractor, for themselves and for their successors and assigns, each in the consideration for the undertaking, premises, and agreements on the part of the other herein contained, do convent, undertake, promise, and agree as set forth below.

## **Article I - Scope of Work - The Contract Documents**

The Contractor agrees to provide those services and to perform that work specifically detailed in the accompanying Bid Proposal. The Contract Documents represent the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contractor shall execute the entire Work described in the Contract Documents.

## **Article II - Date of Commencement And Contract Length**

The work to be completed under this Contract shall be allowed to commence one (1) calendar day after the acceptance of the Bid Proposal at the opening of the sealed bids, at the direction of the Township Roadmaster, and the pricing contained within this contract shall be in effect until December 31, 2017. Work may be performed during the hours of 7:00 A.M. and 5:00 P.M. on weekdays only, or as otherwise agreed to by the Roadmaster.

## **Article III - Affirmative Action**

During the performance of this contract, the contractor agrees as follows:

The contractor, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, or sexual orientation, gender identity or expression, disability, nationality or sex. The contractor agrees to comply with any regulations regarding the Americans with Disabilities Act.

## **Article IV - Payments**

Based upon Requests for Payments submitted to the Township by the Contractor outlining the time spent on the project and the Road(s) worked, the Township shall make payments to the Contractor as provided above. The amount due and approved may be paid during the Township's next payroll cycle if the bill is received by Monday at 2:00 PM. Billing is deemed approved when the signature of the Roadmaster appears on the submitted request for payment.

## **Article V - Indemnification**

The Contractor agrees to indemnify, defend, and save the Township and all of its officers, agents and employees harmless from liability and legal defense costs which may arise out of its suits, actions and claims brought for or on account of any injuries or damages received or sustained by any person, persons, or property, or from the said Contractor, or by or in consequence of any neglect or omission on the part of the Contractor or his or its agent or employees. The lump sum daily price of the Bid in the Contract sum quoted includes all labor, material, and equipment, the payment of all claims and obligations and whatever else is necessary to complete the Contract to the satisfaction of the Township. No additional monies are authorized to be paid without a written addendum to this Contract.

## **Article VI- Termination of Contract**

The Township may terminate the Contract if the Contractor:

1. Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
2. Persistently disregards laws, ordinances, or rules, regulations, safety precautions or orders of the person(s) having authority over the project or
3. Otherwise is guilty of a material breach of a provision of the Contract Documents.

When any of the above reasons exist, the Township may without prejudice to any other rights or remedies of the Township and after giving the Contractor five (5) days written notice, terminate employment of the Contractor and finish the work by whatever reasonable method the Township may deem expedient.

When the Township terminates the Contract for one of the reasons stated, the Contractor shall not be entitled to receive further payment other than for the work already performed for which compensation has not yet been paid.

## **Article VII - Enumeration of the Contract Documents**

Bid Specifications / Contractors Bidding Documents, Attachments, Agreement, Insurance Certificates, Worker's Compensation Certificates and any written changes to the scope of the project.

## **Article VIII - Insurance**

1. The Contractor shall purchase and maintain such insurance as will protect it from the claims set forth below which may arise out of or result from its operations under this Agreement or by anyone directly or indirectly employed by the Contractor:
  - a) Claims under worker's compensation, disability benefit and other similar employee benefit acts which are applicable to the work to be performed in amounts as required by State statute;
  - b) Claims for damages because of bodily injury, or death of any person other than its employees; and
2. The Contractor's Comprehensive General Liability Insurance shall be written for not less than the limits of liability as follows:
  - a) Bodily Injury, Personal Injury and Property Damage Liability for limits of not less than:  
\$1,000,000.00 General Aggregate

This contract has been awarded to Contractor through a "fair and open process" pursuant to Pennsylvania Second Class Code.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, or caused these presents to be signed by their proper corporate officers and their corporate seal to be hereto affixed this

\_\_\_\_\_ day of \_\_\_\_\_, 2017

ATTEST:

BY:

\_\_\_\_\_  
Connie M. Kline  
Secretary/Treasurer

\_\_\_\_\_  
Ronald E. LeVan, Jr.  
Chairman of the Board of Supervisors

SEAL