



NOTICE TO BIDDERS

TREE REMOVAL SERVICES

**BOROUGH OF PHOENIXVILLE
351 BRIDGE STREET – SECOND FLOOR
PHOENIXVILLE, PA 19460**

March 16, 2020

Introduction

Phoenixville Borough, Chester County, Pennsylvania, is located about 25 miles northwest of Philadelphia. The Borough of Phoenixville (Borough) occupies about 3.8 sq. mi. and its current population is approximately 17,300. Phoenixville is home to more than 2,400 Borough regulated street trees. Further information about the Borough's government can be found at <http://www.phoenixville.org>.

The purpose of this bid is to obtain proposals from qualified and certified arborists for tree removal services. The certified arborist must have substantial experience in the area of urban forest maintenance in Pennsylvania. Arborists must be ISA certified in accordance with ANSI A300 standards for arboriculture.

The **Scope of Services** of a Contractor that can demonstrate the ability to carry out all work according to the specifications detailed in Attachment A.

Specific Response Requirements

All proposals should be submitted in accordance with the instructions detailed below. Responses should address the following requests for information or questions.

1. Letter of Transmittal

Each proposal should be accompanied by a letter of transmittal which summarizes the key points of the proposal and which is signed by an authorized officer.

2. Company Information

State the legal name under which Contractor carries out business, the year the company was established and the approximate size of the company in terms of total employees and annual revenues.

Identify the location of the office from which work described here will be managed and the year that office was established if other than above

Provide the contact information (name, title, telephone number and email) for Contractor representative submitting proposal.

Indicate whether any disciplinary action has been taken or is pending against Contractor by state regulatory bodies, professional organizations, or through legal action in the past (5) years. If no, so state. If yes, detail the circumstances and current status of such action.

3. Company Experience:

List the contract work (at least 5 references) performed by your firm in the past three (3) years that is most similar in scope to the work described in this Bid Proposal. Reference projects provided should be for non-residential customers and involve the removal of at least 25 trees. Include the following information:

Name and address of the organization
Primary contact name, phone number, e-mail address
Short description of the services your firm provided

4. Conflicts of Interest

Describe any material financial relationships that you or your company or any employee has with any individual or organization that may create a conflict of interest in working for the Borough.

Second, describe any family relationship that any employee of your company has with any public servant that may create a conflict of interest or the appearance of a conflict of interest in representing the Borough.

Third, describe any other matter that your company believes may create a conflict of interest or the appearance of a conflict of interest in representing the Borough and the manner in which such conflicts described in this paragraph will be resolved.

5. Evaluation Criteria and Selection Process

Supplemental Information

During the evaluation process, the Borough reserves the right to request additional information or clarifications from Contractor, or to allow corrections of errors or omissions.

Contract Finalization

Should any material changes to the Agreement, Scope of Work or Contractor's Proposal need to be clarified or negotiated, a revised agreement may be drafted and sent to Contractor for signature.

Contract Award

Once finalized, an agreement will be processed for final approval and award by the necessary Borough authority. Upon award, Contractor will be contacted to plan and schedule work. Notification of award will be posted to the Borough's website along with a bid tabulation. Notification letters will also be sent to each contractor that submitted a proposal.

Rejection of Proposals

The Borough reserves the right to reject any and all proposals or to accept the proposal or any part thereof which it determines to best serve the needs of the Borough and to waive any informalities or irregularities in the proposals. While cost is a factor in any contract award, it is not the only factor and may not be the determining factor.

6. Costs:

Complete Bid Form 1, Bid Form 2 and Bid Form 3.

7. **Proposal Submission**

Proposals shall be scanned as a PDF file and submitted in electronic format via email to the below email address. Faxed proposals will **not** be accepted.

One (1) original hard copy of the proposal to be submitted.

Electronic proposal must be received by 11:00 AM EDT on Thursday, April 8, 2020.

Proposals are to be submitted to:

Borough Manager
351 Bridge Street, Second Floor
Phoenixville, PA 19460
Attn: Tree Removal Bid

manager@phoenixville.org

Subject line shall be: Tree Removal Bid

Any questions regarding the bid should be addressed to the Public Works Assistant.

8. **Selection Timetable**

Selection of the successful certified arborist will be based on proposals submitted and as determined by Borough Council.

End of Introduction##

Attachment A – Scope of Work

SUMMARY OF WORK

At this time, The Borough of Phoenixville has identified approximately 377 Borough Regulated street trees that need removal with stump grinding.

SCOPE OF SERVICES

Contractor must carry out all work according to the following specifications.

General Conditions

- Contractor will remove all debris and trash generated in performing the work under this contract from each site on a daily basis. Our compost site can receive all branches and chipped material. The disposal of logs is the Contractor's responsibility and must be done in a manner consistent with all applicable Local, State and Federal laws.
- Following trimming or removal, all streets, driveways, sidewalks and paths must be swept clean.
- Existing facilities, including grounds, structures, utilities, park amenities, trees, landscaping and so forth shall be protected by the Contractor. Any damage to existing facilities shall be reported to the Borough on the day such damage occurs. Contractor shall promptly repair damage with like materials when ordered to do so by the Borough at Contractor's expense. All repairs of damage to existing facilities shall be made to the satisfaction of the Borough. Failure to repair damage shall be just cause for withholding payment for work, which becomes due.
- Any damage of public or private property caused by the Contractor's operations shall be resolved with the property owner within ten (10) days after damage occurs to the satisfaction of the Borough. The Contractor shall inform the Borough of any damage caused by the Contractor's operation on the day such damage occurs. Should the damage not be rectified within the time frame agreed upon or to the satisfaction of the Borough, the Borough reserves the right to repair or replace that which was damaged or assess the Contractor such cost as may be reasonable and related to damage caused by the Contractor.
- Contractor must have a Spotted Lanternfly permit issued by the Pennsylvania Department of Agriculture. A copy of the permit must be submitted with your bid.

Safety Requirements

- The contractor shall block off work areas from vehicular and pedestrian traffic while conducting work and remove temporary signs and barriers as soon as work is completed.
- Prior to cutting, the contractor shall identify all overhead wires and guy wires to avoid damage to utilities.
- Under no circumstances shall a work area be left in unsafe conditions. Before leaving a site unattended for any period of time the following must be addressed:

- The main access road(s) entering and/or exiting a tree removal area must be cleared to allow for access by emergency vehicles.
- All hangers, spring poles, and/or leaners, or any other falling hazard, must be completely felled before the end of each work day.
- All trees which have been cut, even partials or minor cuts, must be felled.
- Under no circumstances shall logs from trees be left for the public and adjacent homeowners to collect.
- Cleanliness of tools – Contractor shall clean tools to prevent the spread of any disease.

Tree Removal Specifications

Where a tree is marked for removal Contractor shall:

- Remove the tree without damaging any surrounding trees, utilities or structures.
- Leave stumps with flat surface made by a single horizontal cut no higher than twelve (12) inches above the surrounding ground surface.
- Remove all trunks, treetops, branches and limbs from the site.

Stump Grinding Specifications

Where a tree is marked for stump grinding, in addition to removing the tree per the tree removal specifications, Contractor shall:

- Grind the remaining stump to a minimum depth of four (4) inches from surrounding grade or deeper if necessary to completely sever the roots from the main root mass.
- All surface roots and / or raised areas from the root flare shall be ground out or leveled and filled to match the surrounding grade.
- Grinding debris resulting from the stump grinding process shall be removed from the hole and cannot be used as fill.
- Holes where stumps have been ground out and any other areas disturbed by Contractor's activities or equipment shall be backfilled and smoothed to the level of the adjoining grade with pulverized black dirt (topsoil).
- The Contractor shall supply its own topsoil for backfilling which shall be of sufficient quality to support grass cover and contain no debris (glass, sawdust, large rock etc.)
- Backfilling of holes shall occur on the same day grindings are removed; otherwise the site shall be properly barricaded overnight to ensure public safety.
- The topsoil shall be properly leveled and compacted to ensure minimum settlement of the backfill material.
- The Contractor shall grass seed backfilled areas and any other areas disturbed by the Contractor's activities or equipment.
- Contractor shall cover seeded areas with a quarter (1/4) inch of topsoil.

Scheduling

- All work is to be scheduled at least five (5) business days in advance and coordinated through our Public Works Director.

Attachment B - Instructions to Contractors

HOW TO PARTICIPATE IN THE BID PROCESS

Contractors interested in responding to this Bid Offering must follow the bidding process outlined below. The Borough will not reimburse firms for any expenses incurred in preparing and submitting proposals in response to this request. Copies of this Bid Proposal in Microsoft Word format are available upon request. Should prospective contractors require further information or clarification, contact the Borough Manager at manager@phoenixville.org. All deadlines are Eastern Standard Time.

Proposal and Contract Examination

Before submitting a proposal, contractors should carefully examine the entire bid packet. By the submission of a proposal, Contractor will be understood to have read and be fully informed as to the contents of this bid packet and accepting of the terms and conditions herein, unless noted in the proposal submitted by the Contractor and affirmed in any final agreement by the Borough.

Contractor Inquiries – due by 3:00 PM EDT on April 1, 2020.

Should a contractor find any discrepancies, omissions, ambiguities, or conflicts within the bid packet, be in doubt about their meaning, or have any questions about the bid process, they should bring such questions in writing to the attention of:

Borough Manager
351 Bridge Street, 2nd Floor
Phoenixville, PA 19460
manager@phoenixville.org

Borough Response – posted by 5:00 PM EDT on April 3, 2020.

The Borough will compile and review all questions received from contractors and post responses to the Borough website as a bid Clarification. Clarifications modifying the Agreement or Scope of Work will be incorporated into the final Agreement. Borough will not be responsible for any oral instructions.

Proposal Submission – due by 11:00 AM EDT on April 8, 2020.

Contractors are required to submit bid proposals in a sealed envelope, mailed or delivered to:

Borough Manager
351 Bridge Street, 2nd Floor
Phoenixville, PA 19460

The outside of the envelope should show the Contractor's company name as a return address and include the words **Bid For Tree Removal Services**. It is the sole responsibility of Contractor to ensure that the proposal reaches Borough by the specified deadline.

Freedom of Information Act

Information submitted by a Contractor in a proposal and any resulting contract is subject to the Pennsylvania Right to Know Law and may not be held in confidence by the Borough after a proposal is opened or contract awarded. All proposals shall be available for review after Borough staff has evaluated them.

Tree Species	Location	Cost for Removal	Cost of Stump Grinding
Oak	1101 PARADISE ST		
Oak	1101 PARADISE ST		
Oak	1101 PARADISE ST		
Swamp White Oak	1101 PARADISE ST		
Pin Oak	1104 LANE AV		
Red Oak	1109 LANE AV		
Red Oak	1109 LANE AV		
Red Oak	1110 LANE AV		
Oak	1151 CALLOWHILL ST		
Oak	1151 CALLOWHILL ST		
Oak	1151 CALLOWHILL ST		
Oak	1157 CALLOWHILL ST		
Oak	1162 OXFORD AV		
Oak	1173 CALLOWHILL ST		
Oak	1200 GARFIELD AV		
Oak	1200 GARFIELD AV		
Oak	1200 GARFIELD AV		
Oak	1200 MONROE AV		
Oak	1200 MONROE AV		
Oak	1200 TYLER AV		
Pin Oak	1200 TYLER AV		
Red Oak	1201 TYLER AV		
Pin Oak	1201 TYLER AV		
Oak	1203 GARFIELD AV		
Oak	1204 HARRISON AV		
Pin Oak	1204 LANE AV		
Pin Oak	1204 LANE AV		
Pin Oak	1204 TYLER AV		
Oak	1205 HARRISON AV		
Red Oak	1205 LANE AV		
Oak	1205 LANE AV		
Red Oak	1205 LANE AV		
Oak	1205 MADISON AV		
Oak	1205 MONROE AV		
Oak	1206 GARFIELD AV		
Oak	1206 HARRISON AV		
Oak	1206 MONROE AV		
Oak	1206 MONROE AV		
Oak	1207 GARFIELD AV		
Oak	1207 HARRISON AV		
Oak	1207 LANE AV		

Tree Species	Location	Cost for Removal	Cost of Stump Grinding
Pin Oak	1207 LANE AV		
Pin Oak	1207 LANE AV		
Oak	1208 GARFIELD AV		
Oak	1208 HARRISON AV		
Pin Oak	1208 LANE AV		
Pin Oak	1208 LANE AV		
Oak	1208 MADISON AV		
Pin Oak	1208 TYLER AV		
Oak	1209 GARFIELD AV		
Pin Oak	1209 LANE AV		
Pin Oak	1209 LANE AV		
Red Oak	1209 LANE AV		
Oak	1209 MADISON AV		
Pin Oak	1209 TYLER AV		
Pin Oak	1209 TYLER AV		
Oak	1210 GARFIELD AV		
Pin Oak	1210 LANE AV		
Red Oak	1210 LANE AV		
Red Oak	1210 LANE AV		
Oak	1210 MONROE AV		
Oak	1211 HARRISON AV		
Oak	1211 MADISON AV		
Oak	1212 HARRISON AV		
Oak	1212 MONROE AV		
Oak	1212 TYLER AV		
Oak	1213 HARRISON AV		
Pin Oak	1213 LANE AV		
Oak	1213 LANE AV		
Oak	1213 LANE AV		
Oak	1213 MONROE AV		
Oak	1214 GARFIELD AV		
Pin Oak	1214 LANE AV		
Pin Oak	1214 LANE AV		
Oak	1216 GARFIELD AV		
Oak	1218 GARFIELD AV		
Pin Oak	1218 TYLER AV		
Oak	1220 GARFIELD AV		
Oak	1220 GARFIELD AV		
Oak	1220 MONROE AV		
Oak	1221 GARFIELD AV		
Oak	1221 HARRISON AV		
Oak	1221 MADISON AV		

Tree Species	Location	Cost for Removal	Cost of Stump Grinding
Oak	1221 TYLER AV		
Pin Oak	1221 TYLER AV		
Pin Oak	1221 TYLER AV		
Oak	1222 GARFIELD AV		
Oak	1222 HARRISON AV		

BID FORM 2
126 Trees to be Removed in 2021

Tree Species	Location	Cost for Removal	Cost of Stump Grinding
Oak	1222 MADISON AV		
Oak	1222 MONROE AV		
Oak	1222 TYLER AV		
Oak	1223 MADISON AV		
Oak	1223 MONROE AV		
Oak	1224 GARFIELD AV		
Oak	1224 HARRISON AV		
Oak	1224 MADISON AV		
Oak	1224 TYLER AV		
Oak	1225 MONROE AV		
Oak	1225 TYLER AV		
Oak	1226 MADISON AV		
Oak	1227 MADISON AV		
Oak	1227 MONROE AV		
Oak	1228 MADISON AV		
Oak	1228 MONROE AV		
Oak	1228 TYLER AV		
Oak	1229 HARRISON AV		
Oak	1229 MADISON AV		
Oak	1229 TYLER AV		
Oak	1230 GARFIELD AV		
Oak	1230 MONROE AV		
Oak	1230 TYLER AV		
Oak	1231 HARRISON AV		
Oak	1231 MADISON AV		
Oak	1231 MONROE AV		
Oak	1232 HARRISON AV		
Oak	1232 TYLER AV		
Oak	1233 GARFIELD AV		
Oak	1233 TYLER AV		
Oak	1234 GARFIELD AV		
Oak	1234 GARFIELD AV		
Oak	1234 GARFIELD AV		
Oak	1240 MADISON AV		
Oak	1240 MADISON AV		
Oak	1240 TYLER AV		
Oak	1242 MADISON AV		
Oak	1242 MADISON AV		

Tree Species	Location	Cost for Removal	Cost of Stump Grinding
Oak	1242 MADISON AV		
Oak	1243 TYLER AV		
Oak	1247 TYLER AV		
Oak	1249 TYLER AV		
Oak	1251 TYLER AV		
Oak	1257 TYLER AV		
Oak	1260 TYLER AV		
Oak	1260 TYLER AV		
Oak	1262 TYLER AV		
Oak	1262 TYLER AV		
Oak	1262 TYLER AV		
Oak	1263 TYLER AV		
Oak	1264 TYLER AV		
Oak	1264 TYLER AV		
Oak	1266 TYLER AV		
Oak	1266 TYLER AV		
Oak	1269 TYLER AV		
Oak	1274 TYLER AV		
Oak	1276 TYLER AV		
Oak	1277 TYLER AV		
Oak	1279 TYLER AV		
Sycamore	16 ANDERSON AV		
Oak	170 CHESTER AV		
Oak	170 CHESTER AV		
Oak	172 CHESTER AV		
Oak	174 CHESTER AV		
Oak	176 CHESTER AV		
Sycamore	18 ANDERSON AV		
Oak	180 CHESTER AV		
Oak	2 ANDERSON AV		
Oak	20 ANDERSON AV		
Oak	220 GAY ST		
Pin Oak	231 CITY LINE AV		
Pin Oak	231 CITY LINE AV		
Red Oak	234 ANDERSON AV		
Oak	24 CHESTER AV		
Pin Oak	241 CITY LINE AV		
Pin Oak	241 CITY LINE AV		
Sycamore	25 ANDERSON AV		
Sycamore	25 ANDERSON AV		
Sycamore	25 ANDERSON AV		
Oak	25 ANDERSON AV		

Tree Species	Location	Cost for Removal	Cost of Stump Grinding
Sycamore	25 ANDERSON AV		
Oak	25 CHESTER AV		
Oak	26 CHESTER AV		
Sycamore	27 ANDERSON AV		
Sycamore	27 ANDERSON AV		
Oak	28 CHESTER AV		
Oak	301 GAY ST		
Oak	301 GAY ST		
Oak	301 GAY ST		
Red Oak	388 ANDERSON AV		
Red Oak	388 ANDERSON AV		
Pin Oak	389 CITY LINE AV		
Pin Oak	389 CITY LINE AV		
Pin Oak	393 CITY LINE AV		
Pin Oak	397 CITY LINE AV		
Red Oak	398 ANDERSON AV		
Red Oak	399 ANDERSON AV		
Oak	401 ANDERSON AV		
Oak	401 GAY ST		
Pin Oak	403 CITY LINE AV		
Pin Oak	405 CITY LINE AV		
Pin Oak	407 CITY LINE AV		
Red Oak	408 ANDERSON AV		
Pin Oak	409 CITY LINE AV		
Red Oak	410 ANDERSON AV		
Red Oak	411 ANDERSON AV		
Pin Oak	411 CARLISLE AV		
Red Oak	412 ANDERSON AV		
Pin Oak	413 CARLISLE AV		
Pin Oak	413 CITY LINE AV		
Red Oak	414 CARLISLE AV		
Red Oak	415 ANDERSON AV		
Red Oak	415 CARLISLE AV		
Red Oak	415 CARLISLE AV		
Pin Oak	416 CITY LINE AV		
Red Oak	416 CITY LINE AV		
Pin Oak	416 CITY LINE AV		
Red Oak	416 CITY LINE AV		
Red Oak	417 ANDERSON AV		
Pin Oak	417 CITY LINE AV		
Red Oak	418 CARLISLE AV		
Red Oak	419 ANDERSON AV		

Tree Species	Location	Cost for Removal	Cost of Stump Grinding
Pin Oak	419 CARLISLE AV		
Red Oak	421 ANDERSON AV		
Pin Oak	421 CARLISLE AV		
Red Oak	422 CARLISLE AV		

BID FORM 3
126 Trees to be Removed in 2022

Tree Species	Location	Cost for Removal	Cost of Stump Grinding
Red Oak	422 CITY LINE AV		
Pin Oak	424 ANDERSON AV		
Red Oak	424 CITY LINE AV		
Red Oak	425 ANDERSON AV		
Red Oak	426 ANDERSON AV		
Oak	426 CITY LINE AV		
Pin Oak	428 ANDERSON AV		
Red Oak	428 ANDERSON AV		
Pin Oak	428 ANDERSON AV		
Pin Oak	500 ANDERSON AV		
Pin Oak	500 ANDERSON AV		
Red Oak	500 ANDERSON AV		
Pin Oak	500 ANDERSON AV		
Red Oak	501 ANDERSON AV		
Pin Oak	502 ANDERSON AV		
Red Oak	503 ANDERSON AV		
Pin Oak	503 CITY LINE AV		
Red Oak	504 ANDERSON AV		
Pin Oak	504 CARLISLE AV		
Pin Oak	504 CITY LINE AV		
Pin Oak	505 CITY LINE AV		
Pin Oak	507 ANDERSON AV		
Oak	508 ANDERSON AV		
Pin Oak	509 ANDERSON AV		
Pin Oak	509 CARLISLE AV		
Oak	511 ANDERSON AV		
Oak	512 ANDERSON AV		
Oak	512 ANDERSON AV		
Oak	513 ANDERSON AV		
Oak	519 ANDERSON AV		
Oak	521 ANDERSON AV		
Oak	525 ANDERSON AV		
Oak	527 ANDERSON AV		
Oak	528 CHESTER AV		
Oak	528 CHESTER AV		
Oak	529 COLUMBIA AV		
Oak	529 COLUMBIA AV		
Oak	530 COLUMBIA AV		
Oak	530 COLUMBIA AV		

Tree Species	Location	Cost for Removal	Cost of Stump Grinding
Oak	530 COLUMBIA AV		
Oak	531 CHESTER AV		
Oak	533 CHESTER AV		
Oak	533 COLUMBIA AV		
Oak	534 CHESTER AV		
Oak	534 CHESTER AV		
Oak	534 COLUMBIA AV		
Oak	535 CHESTER AV		
Oak	537 CHESTER AV		
Oak	538 CHESTER AV		
Oak	538 CHESTER AV		
Oak	538 CHESTER AV		
Oak	539 CHESTER AV		
Oak	541 CHESTER AV		
Oak	543 CHESTER AV		
Oak	544 CHESTER AV		
Oak	544 CHESTER AV		
Oak	544 COLUMBIA AV		
Oak	545 COLUMBIA AV		
Oak	545 COLUMBIA AV		
Oak	545 COLUMBIA AV		
Oak	547 CHESTER AV		
Oak	549 CHESTER AV		
Oak	550 CHESTER AV		
Oak	550 CHESTER AV		
Oak	550 CHESTER AV		
Oak	550 COLUMBIA AV		
Oak	550 COLUMBIA AV		
Oak	550 COLUMBIA AV		
Oak	550 COLUMBIA AV		
Oak	551 CHESTER AV		
Oak	551 COLUMBIA AV		
Oak	551 COLUMBIA AV		
Oak	560 CHESTER AV		
Oak	560 CHESTER AV		
Oak	601 COLUMBIA AV		
Oak	601 COLUMBIA AV		
Oak	601 COLUMBIA AV		
Oak	740 W BRIDGE ST		
Oak	8 ANDERSON AV		
Oak	815 W BRIDGE ST		
Oak	820 CHERRY ST		
Oak	820 W BRIDGE ST		

Tree Species	Location	Cost for Removal	Cost of Stump Grinding
Sawtooth Oak	821 GAY ST		
Sawtooth Oak	821 GAY ST		
Sycamore	822 GAY ST		
Sycamore	823 W BRIDGE ST		
Sycamore	823 W BRIDGE ST		
Sycamore	823 W BRIDGE ST		
Oak	824 CHERRY ST		
Oak	824 CHERRY ST		
Oak	824 CHERRY ST		
Oak	824 W BRIDGE ST		
Oak	828 CHERRY ST		
Oak	865 ROBERTS AV		
Oak	865 WOODLAWN AV		
Oak	871 WOODLAWN AV		
Oak	875 WOODLAWN AV		
Oak	879 WOODLAWN AV		
Oak	880 WOODLAWN AV		
Oak	880 WOODLAWN AV		
Oak	882 WOODLAWN AV		
Oak	885 OXFORD AV		
Oak	890 WOODLAWN AV		
Oak	893 WOODLAWN AV		
Oak	894 WOODLAWN AV		
Oak	897 OXFORD AV		
Oak	898 WOODLAWN AV		
Willow Oak	901 GAY ST		
Oak	901 WOODLAWN AV		
Oak	902 WOODLAWN AV		
Oak	903 W BRIDGE ST		
Oak	904 W BRIDGE ST		
Oak	906 WOODLAWN AV		
Oak	910 W BRIDGE ST		
Oak	910 W BRIDGE ST		
Oak	910 WOODLAWN AV		
Oak	911 WOODLAWN AV		
Oak	916 WOODLAWN AV		
Oak	916 WOODLAWN AV		
Valley Forge Elm	922 W BRIDGE ST		
Oak	923 WOODLAWN AV		
Oak	927 WOODLAWN AV		
Oak	938 W BRIDGE ST		

Tree Species	Location	Cost for Removal	Cost of Stump Grinding
Oak	938 W BRIDGE ST		
Oak	938 W BRIDGE ST		
Oak	938 W BRIDGE ST		
Oak	976 CHERRY ST		

NOTICE OF INTENT TO AWARD

TO: _____

DATE:
RE: Tree Removal Services

Ladies and Gentlemen:

The **BOROUGH OF PHOENIXVILLE**, hereinafter referred to as the OWNER, and represented by the undersigned, has considered the BID submitted by you on April 8, 2020 and it appears that you are the low BIDDER for the above WORK. The OWNER intends to award a unit price CONTRACT to you.

You are required by the INSTRUCTIONS TO BIDDERS and the GENERAL CONDITIONS to furnish the required PERFORMANCE AND MAINTENANCE BOND, LABOR AND MATERIALMEN'S BOND, WORKMEN'S COMPENSATION AFFIDAVIT, WAIVER OF LIENS AND CERTIFICATE OF INSURANCE within ten (10) days after receipt of this NOTICE OF INTENT TO AWARD. Three **(3)** copies of each are enclosed for your use, two **(2)** of which are to be executed and returned. We are also enclosing three (3) copies of the Agreement that you may complete and return to us. This Agreement will be executed by us after the required bonds, insurance and other required documents are properly executed and returned.

If you fail to furnish the BOND and evidence of insurance coverage within ten (10) days after receipt of this NOTICE OF INTENT TO AWARD, the OWNER will be entitled to consider all your rights arising out of the acceptance of your BID by the OWNER as abandoned, including forfeiture of BID SECURITY, and to award the WORK covered by your BID to another, or to re-advertise the WORK or otherwise dispose thereof as the OWNER may determine.

Please return two accepted copies of this NOTICE OF INTENT TO AWARD together with the executed BOND to the attention of the undersigned.

ACCEPTANCE OF NOTICE

Receipt of this NOTICE OF INTENT TO AWARD is hereby acknowledged
this _____ day of _____, 20__.

BY: _____

FOR: BOROUGH OF PHOENIXVILLE

TITLE: _____

BY: _____

Jonathan M. Ewald
Borough Council President

(CONTRACTOR)

NOTICE OF AWARD

TO: _____

DATE: _____
RE: _____

Ladies and Gentlemen:

The BOROUGH OF PHOENIXVILLE, hereinafter referred to as the OWNER, and represented by the undersigned, has received the executed PERFORMANCE AND MAINTENANCE BOND, LABOR AND MATERIALMEN'S BOND and INSURANCE CERTIFICATES as required and requested by the NOTICE OF INTENT TO AWARD. You are hereby notified that your BID has been accepted.

Enclosed is one fully executed Agreement. Please return this accepted NOTICE OF AWARD.

ACCEPTANCE OF NOTICE

Receipt of the NOTICE OF AWARD is hereby acknowledged this _____ day of _____, 20____.

BY: _____

FOR: BOROUGH OF PHOENIXVILLE

TITLE: _____

BY: _____

Jonathan M. Ewald
Borough Council President

(Contractor)

NOTICE TO PROCEED

TO: _____ DATE: _____
_____ RE: _____

Gentlemen:

The BOROUGH OF PHOENIXVILLE, herein after referred to as the OWNER, and represented by the undersigned, received the executed PERFORMANCE AND MAINTENANCE BOND, AND LABOR AND MATERIALMEN'S BOND, and found them to be in order. You are hereby notified to proceed with the WORK on the date of this NOTICE TO PROCEED, and conditions of the CONTRACT require that the PROJECT be completed within _____ calendar days of today's date.

Please return an accepted copy of this NOTICE TO PROCEED to the attention of the undersigned.

ACCEPTANCE OF NOTICE

Receipt of this NOTICE TO PROCEED is hereby acknowledged this _____ day of _____, 20____.

BY: _____ FOR: BOROUGH OF PHOENIXVILLE

TITLE: _____ BY: _____
Jonathan M. Ewald
Borough Council President

(Contractor)

BID BOND

KNOWN ALL MEN BY THESE PRESENTS, that we _____ (hereinafter called the PRINCIPAL),
and

_____ (hereinafter called the SURETY),

are hereby held and firmly bound unto the Borough of Phoenixville, Chester County, Pennsylvania (hereinafter called the OBLIGEE), in the full sum of _____ Dollars (\$_____) lawful money of the United States of America, for the payment of which we bind ourselves, our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents:

WHEREAS, the PRINCIPAL has herewith submitted to the OBLIGEE a certain proposal dated _____, 20__ for tree removal services.

Now Therefore,

If said proposal shall be accepted by the OBLIGEE, and the PRINCIPAL shall duly execute and deliver the contract and give such bond or bonds as specified in the bidding documents, and shall deliver evidence of adequate insurance coverage, all within the stipulated time; then this BID BOND shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the SURETY for any and all default of the PRINCIPAL or claims hereunder shall in no event exceed the amount of this obligation as herein stated.

The SURETY, for value received, hereby stipulates and agrees that the obligations of said SURETY and this BOND shall be in no way impaired or affected by an extension of the time within which the OBLIGEE may accept such BID and said SURETY does hereby waive notice of any such extension.

In Witness Whereof, The PRINCIPAL and SURETY cause this BOND to be signed, sealed and delivered this ____ day of _____, 20__.

PRINCIPAL:

[Individual Principal sign here:]

Witness

Print name: _____

[Corporate Principal sign here:]

Attest:

Business Name: _____
By: _____
Print name/title: _____

SURETY:

Attest:

Surety Name: _____
By: _____
Print name/title: _____

PERFORMANCE AND MAINTENANCE BOND

KNOWN ALL MEN BY THESE PRESENTS, that we _____ as principal, and _____, as sureties are held and firmly bound unto THE BOROUGH OF PHOENIXVILLE, CHESTER County, Pennsylvania its certain attorney, successors, or assigns (hereinafter called the Obligee) in the full and just sum of Dollars (\$ _____), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents:

WHEREAS, the principal heretofore has submitted to the obligee a certain bid, dated _____, 20__ (the "Bid"), to perform certain construction work for the obligee, in connection with obligee's proposed **TREE REMOVAL SERVICES** pursuant to specifications, and other related documents constituting the Contract which are incorporated into the bid by reference (the "Contract Documents") as prepared by Phoenixville Borough, Phoenixville, Pennsylvania; and

WHEREAS, the obligee is a "contracting body" under provisions of Act No. 385 of the General Assembly of the Commonwealth of Pennsylvania approved by the Governor on December 20, 1967, known and cited as the "Public Works Contractor Bond Law of 1967" (the "act"); and

WHEREAS, the Act, in Section 3(A), requires that before an award shall be made to the principal by the obligee in accordance with the bid, the principal shall furnish this bond to the obligee, with this bond become binding upon the award of a contract to the principal by the obligee in accordance with the bid; and

WHEREAS, it also is a condition of the contract documents that this bond shall be furnished by the principal to the obligee; and

WHEREAS, under the contract documents, it is provided inter alia, that if the principal shall furnish this bond to the obligee, and if the obligee shall make an award to the principal in accordance with the bid, then the principal and the obligee shall enter into an agreement with respect to performance of such work (the "agreement"), the form of which agreement is set forth in the contract documents.

NOW, therefore, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the principal shall faithfully perform the Agreement on his part as of the time and in the manner therein provided and satisfy all claims and demands incurred in or for the same, or growing out of the same, or for injury or damages to persons or property in the performance thereof, and shall fully indemnify and save harmless the said Obligee from any and all cost and damage which the said Obligee may suffer by reason the principal's failure to do so, and shall fully reimburse and repay the said Obligee any and all outlay and expense which it may incur by reason of any such default, then this obligation shall be null and void, otherwise it shall remain in full force and virtue.

It is further understood and agreed that the principal shall guarantee for a period of one (1) year from completion date of the contract against defects in workmanship or materials in accordance with the terms of the Agreement.

It is hereby further stipulated and agreed that if the principal is a non-Pennsylvania corporation neither the principal nor the surety shall be discharged from the liability on this bond, nor the bond surrendered, until such principal files with the obligee a certificate from the Pennsylvania Department of Revenue evidencing the payment in full of all taxes, penalties and interest, and a certificate from the Bureau of Employment and Unemployment Compensation of the Pennsylvania of Department of Labor and Industry, evidencing the payment of all unemployment compensation contributions, penalties and interest due the Commonwealth of Pennsylvania from the said principal, or any non-Pennsylvania corporation subcontractor thereunder, or for which liability has accrued, but the time for payment has not arrived as required by the Act of June 10, 1947, P.L. 493, 8 P.S. Sec. 23, amended.

The said surety, for value received, hereby stipulates and agreed that no change, extension to time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or to the Specifications.

SIGNED, SEALED AND DELIVERED IN _____ ORIGINAL COUNTERPARTS
THIS __ day of _____, 20 __.

(Individual Principals Sign Here)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

In the presence of: _____

to me known and known to me to be the person described herein and who executed the foregoing instrument and acknowledged that he executed the same.

(SEAL)

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Antibid-Rigging Act, 73 P.S. SS 1611 et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.
2. This Non-Collusion Affidavit must be executed by the member, officer or employee of the Bidder who makes the final decision on prices and the amount quoted in the bid.
3. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the Bidder with responsibilities for the preparation, approval or submission of the bid.
4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the Bid Documents, and an Affidavit must be submitted separately on behalf of each party.
5. The term "complementary bid" as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or non-competitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
6. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.

NON-COLLUSION AFFIDAVIT

State of _____:

County of _____:

I state that I am _____ of _____
(Title) (Name of Firm)

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

I state that:

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

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

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

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

(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 bidding on any public contract, except as follows:

I state that _____ understands
(Name of my firm)

and acknowledges that the above representations are material and important, and will be relied on by The Borough of Phoenixville in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Borough of Phoenixville of the true facts relating to the submission of bids for this contract.

(Name and Company Position)

SWORN TO AND SUBSCRIBED
BEFORE ME THIS _____ DAY OF _____, 20_____

_____ My commission Expires:
Notary Public

**AGREEMENT
FOR TREE REMOVAL SERVICES**

THIS AGREEMENT FOR TREE REMOVAL SERVICES ("Agreement") is made this _____ day of _____, 20____, by and between, _____ ("Contractor"), and THE BOROUGH OF PHOENIXVILLE, Chester County, Pennsylvania (the "Borough").

WITNESS, that the Contractor and Borough for the consideration stated herein mutually agree as follows:

1. SERVICES. The Contractor shall furnish and deliver all supplies, equipment, services and materials required to fulfill the terms of the Contract Documents (the "Products"). Contractor has reviewed and accepted the terms of the Contract Documents and Contractor agrees to furnish the Products in strict compliance with the Contract Documents. All Contract Documents are incorporated herein by this reference and made a part hereof. The "Contract Documents" include this Agreement and all documents provided as part of the solicitation for bids by the Borough, including but not limited to the Notice to Bidders, Instructions to Bidders, the Specifications, any addenda to any of the foregoing, the performance bond, and all documents provided by the Contractor as part of its Bid, including but not limited to the Contractor's completed, and executed as appropriate, Bid Form, bid bond, corporate resolution, if any, and all attachments thereto. The capitalized terms used herein that are defined in the Contract Documents shall have the meanings given such terms in the Contract Documents.

2. PRICE. The Borough will pay the Contractor for the performance of this Agreement in current funds, at the unit price stipulated in the Contractor's Bid for the Products furnished.

3. TERM. This Agreement shall be in effect from _____ through _____. This Agreement may be terminated as set forth in the other Contract Documents. Liquidated damages apply at a rate of \$500.00 per calendar day.

4. INDEMNIFICATION. It is understood and agreed that the Contractor is a third party Contractor and is not a servant, agent or employee of the Borough and the Contractor saves and holds harmless the Borough from all manner or negligence or tort liability. The Contractor is advised that provisions in the Contract Documents pertaining to indemnity shall be construed as if the members of the Borough and the Borough agents were named therein as additional indemnities. The word "expense" as used in said provisions concerning indemnity shall be deemed to include, but shall not be limited to, attorney fees.

5. PERFORMANCE AND MAINTENANCE BOND. Contractor shall, contemporaneously herewith, furnish a performance bond for the faithful performance of this Agreement in a form and with a surety satisfactory to the Borough for 100% of the Total Contract Price as set forth on the Contractor's bid.

6. LABOR AND MATERIALMEN'S BOND . Contractor shall, contemporaneously herewith, furnish a labor and materialmen's bond for the faithful performance of this Agreement in a form and with a surety satisfactory to the Borough for 100% of the Total Contract Price as set forth on the Contractor's bid.

7. MISCELLANEOUS.

(a) This Agreement and the other Contract Documents comprise the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral or written agreements, negotiations, representations, warranties, covenants and obligations, all of which are intended to be merged with and into this Agreement.

(b) The Contractor shall not assign or transfer, whether by an assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Agreement without

the written consent of the Borough.

(c) Contractor shall not be deemed the agent, servant or employee of the Borough, but shall be an independent contractor.

(d) All notices hereunder shall be in writing and shall be deemed to have been properly given if (i) personally delivered, or (ii) sent by reputable overnight express carrier (e.g., FedEx or UPS), charges prepaid. Notice shall be deemed given when delivered, in the case of personal delivery or on the date of deposit with an overnight express carrier for next business day delivery. Notices shall be addressed to the address specified in the opening paragraph of this Agreement or to such other persons or addresses as Borough or Contractor may from time to time designate by notice given pursuant to this subsection.

(e) No provision of this Agreement, or the other Contract Documents shall be construed more strictly against or more liberally in favor of a party regardless of which party or which party's counsel prepared or aided in the preparation of this Agreement, notwithstanding any custom or rule of construction to the contrary.

(f) No purported waiver of any right or remedy shall be valid or enforceable unless set forth in writing and signed by the party against whom enforcement thereof is or may be sought. The Contractor specifically recognizes and agrees that in addition to any rights or remedies available to Borough at law or at equity, that there are various liquidated damages available to Borough as more particularly set forth in the Contract Documents.

(g) This Agreement and the other Contract Documents may be amended only by a written instrument signed by both Borough and Contractor.

(h) This Agreement and the other Contract Documents are governed by Pennsylvania law.

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties hereto have caused this Agreement to be executed on the day and year first above written.

ATTEST:

CONTRACTOR:

By: _____

By: _____

PHOENIXVILLE BOROUGH

Date: _____

By: _____

LABOR AND MATERIALMEN'S BOND

KNOWN ALL MEN BY THESE PRESENTS, that we _____

_____,
as principal, and _____
as sureties are held and firmly bound unto THE BOROUGH OF PHOENIXVILLE, CHESTER
County, Pennsylvania, its certain attorney, successors, or assigns (hereinafter called the Obligee)
in

the penal sum of _____ Dollars (\$ _____)
lawful money of the United States, for the payment of which sum well and truly to be made, we
bind ourselves, our heirs, personal representatives, successors, and assigns jointly and severally,
firmly by these presents:

WHEREAS, the principal heretofore has submitted to the obligee a certain bid, dated
_____, 20__ (the "Bid"), to perform certain construction work for the obligee, in
connection with obligee's proposed **TREE REMOVAL SERVICES** pursuant to specifications,
and other related documents constituting the Contract Documents which are incorporated into the
bid by reference.

WHEREAS, the obligee is a "contracting body" under provisions of Act No. 385 of the General
Assembly of the Commonwealth of Pennsylvania approved by the Governor on December 20,
1967, known and cited as the "Public Works Contractor Bond Law of 1967" (the "act"); and

WHEREAS, the Act, in Section 3(A), requires that before an award shall be made to the
principal by the obligee in accordance with the bid, the principal shall furnish this bond to the
obligee, with this bond to become binding upon the award of a contract to the principal by the
obligee in accordance with the bid; and

WHEREAS, it also is a condition of the contract documents that this bond shall be furnished by
the principal to the obligee; and

WHEREAS, under the contract documents, it is provided inter alia, that if the principal shall
furnish this bond to the obligee, and if the obligee shall make an award to the principal in
accordance with the bid, then the principal and the obligee shall enter into an agreement with
respect to performance of such work (the "agreement"), the form of which agreement is set forth
in the contract documents.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that is said principal and all subcontractors to whom any portion of the work provided for in said Agreement is sublet and assignees of said principal and of such subcontractors shall promptly make payment for all material furnished, labor supplied or performed, rental for equipment employed, and services rendered by public utilities in or in connection with the prosecution of the work, whether or not the said material, labor, equipment, or services enter into and become component parts of the work or improvement contemplated in said Agreement, or in any amendment or extension of or addition to said Contract, then the above obligation shall be void; otherwise to remain in full force and effect. PROVIDED, however; that this bond is subject to the following conditions and limitations:

- (a) All persons who have performed labor, rendered services or furnished materials or machinery, shall have a direct right of action against the principal and surety on this bond, which right of action shall be asserted in proceedings instituted in the State in which such labor was performed, services rendered or materials furnished (or where labor has been performed, services rendered or materials furnished under said Agreement in more than one State, then in any such State). Insofar as permitted by the laws of such State, such right of action shall be asserted in a proceeding instituted in the name of the Obligee to the use and benefit of the person instituting such action and any or all other persons having claims hereunder, and any other person having a claim hereunder shall have the right to be made a party to such proceeding (but not later than one year after the complete performance of said Agreement and final settlement thereof) and to have such claim adjudicated in such action and judgement rendered thereon.
- (b) The surety shall not be liable hereinafter for any damages or compensation recoverable under any workmen's compensation or employer's liability statute.
- (c) In no event shall the surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than one year after the complete performance of said Agreement and final settlement thereof.

- (d) As used herein: The term "person" refers to any individual, firm or corporation who have furnished materials or machinery or public utility service to be used on or incorporated in the work or the prosecution thereof provided for in said Agreement or in any amendment or extension of or addition to said Agreement, and/or to any person engaged in the prosecution of the work provided for in said Agreement or in any amendment or extension of or addition to said Contract, who is an agent, servant, or employee of the principal, or of any subcontractor and also anyone so engaged who performs the work of a laborer or of a mechanic regardless of any contractual relationship between the principal, or any subcontractor, or any assignee of said principal or of said subcontractor, and such laborer or mechanic, but shall not include office employees not regularly stationed at the site of the work.
- (e) The said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement, or to the work to be performed thereunder or the Specifications accompanying the same, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or the Specifications.
- (f) It is hereby further stipulated and agreed that if the principal is a non-Pennsylvania corporation neither the principal nor the surety shall be discharged from liability on this bond, nor the bond surrendered, until such principal files with the obligee a certificate from the Pennsylvania Department of Revenue evidencing the payment in full of all taxes, penalties and interest, and a certificate from the Bureau of Employment Compensation of the Pennsylvania Department of Labor and Industry, evidencing the payment of all unemployment compensation contributions, penalties and interest due the Commonwealth of Pennsylvania from the said principal or any non-Pennsylvania corporation subcontractor thereunder, or for which liability has accrued, but the time for payment has not arrived as required by the Act of June 10, 1947, P.L. 493, 8 P.S. Sec. 23, amended.

SIGNED, SEALED AND DELIVERED IN _____ ORIGINAL
COUNTERPARTS this ____ day of _____, 20__.

Witness:

(Individual Principals Sign Here)

TITLE: _____ (SEAL)

Attest:

(Corporate Principal Sign Here)

BY: _____

TITLE: _____

BY: _____

TITLE: _____ (SEAL)

(Surety Sign Here)

BY: _____

TITLE: _____ (SEAL)

AFFIDAVIT RE

ACCEPTING PROVISIONS OF THE WORKMEN'S COMPENSATION ACT

STATE OF _____)
) s.s.
COUNTY OF _____)

_____ being duly sworn according to law deposed and says that they have accepted the provisions of the Workmen's Compensation Act of 1915 of the Commonwealth of Pennsylvania, with its supplements and amendments, and have insured their liability thereafter in accordance with the term of said Act with

(Surety Company)

_____ BY: _____
(Contractor) (Signature)

Sworn to and subscribed before me this _____ day of _____ 20__ A.D.

My Commission Expires _____
(Date)

WAIVER OF LIENS

WHEREAS, _____ entered into a contract with

_____ to provide materials and perform labor necessary for **TREE REMOVAL SERVICES**, upon a lot of ground located WITHIN THE PHOENIXVILLE BOROUGH, CHESTER COUNTY, PENNSYLVANIA.

NOW, THEREFORE, it is hereby stipulated and agreed by and between the said parties, as part of the said contract and for the consideration thereinset forth, that neither the undersigned contractor, any sub-contractor or material man, nor any other person furnishing labor or material man, nor any other person furnishing labor or materials to the said contractor under this contract shall file a line, commonly called a mechanic's lien, for work done or materials furnished to the said building or any part thereof.

This stipulation is made and intended to be filed with the County Prothonotary in accordance with the requirements of Section 1402 of the Mechanics Lien Law of 1963 of the Commonwealth of Pennsylvania in such case provided.

IN WITNESS WHEREOF, the said parties hereto have hereunto set their hands and seals this day of _____ A.D., 20 __.

Borough of Phoenixville

Attest:

CORPORATION

By: _____

By: _____

CERTIFICATE OF INSURANCE REQUIREMENTS

(Name of Insured)

(Address)

(City, State, Zip Code)

COVERAGE	LIMITS OF LIABILITY		POLICY NO.	EXP. DATE
1. Workmen's Compensation	Each Accident: Disease-Policy Limit: Disease-Each Employee:	\$1,000,000 \$1,000,000 \$1,000,000		
2. Comprehensive General Liability	General Aggregate: Products-Comp/Op Agg.: Personal & Adv. Injury: Each Occurrence: Fire Damage (Any one fire): Medical Expense (Any one person):	\$5,000,000 \$3,000,000 \$3,000,000 \$3,000,000 \$100,000 \$ N/A		
3. Automotive Liability (Any Auto)	Combined Single Limit:	\$3,000,000		
4. Excess Liability (Umbrella Form)				
5. Other	Contractual liability covers contracts between the Insured and the Borough of Phoenixville.			

This is to certify that: (1) Policies of insurance, as described above have been issued to above named insured and are in fore at this time; (2) The coverage under the below policies will not be canceled materially changed until at least fifteen (15) days prior written notice has not been given to additional insured named above; (3) The coverage under Comprehensive General Liability named **THE BOROUGH OF PHOENIXVILLE**, as additional insured.

(Name of Insurance Company)

(Address)

(City, State, Zip Code)

(Date)

(Name of Agency)

(Address)

(City, State, Zip Code)

(Date)

CERTIFICATE AND RELEASE

FROM: _____
(Name of Contractor)

TO: **BOROUGH OF PHOENIXVILLE**

REFERENCE CONTRACT NO. _____ ENTERED INTO THE ____ DAY
OF _____, 20__, BETWEEN THE **BOROUGH OF PHOENIXVILLE, CHESTER
COUNTY, PENNSYLVANIA**, and

(Name of Contractor)

OF _____
(City and State)

FOR THE _____
(Name of Operations)

OF THE _____
(Name of Project)

KNOW ALL MEN BY THESE PRESENTS:

1. The undersigned hereby certifies that there is due from and payable by the Borough of Phoenixville to the Contractor under the contract and duly approved Change Orders and modifications the balance of \$_____.
2. The undersigned hereby certifies that in addition to the amount set forth in Paragraph 1, there are outstanding and unsettled the following items which he claims are just and due and owing by the Borough of Phoenixville to the Contractor:
 - (a) _____
 - (b) _____
 - (c) _____
 - (d) _____ (Itemize claims and amounts due) (If none, so state)

3. The undersigned further certifies that all work required under this contract including work required under Change Orders Numbered _____ has been performed in accordance with the terms thereof, and that there are no unpaid claims for materials, supplies or equipment and no claims of laborers or mechanics for unpaid wages arising out of the performance of this contract, and that the wage rates paid by the Contractor and all Subcontractors were in conformity with the contract provisions relating to said wage rates.
4. Except for the amounts stated under Paragraphs 1 and 2 hereof, the undersigned has received from the Borough of Phoenixville all sums of money payable to the undersigned under or pursuant to the above mentioned contract or any modifications or change thereof.
5. That in consideration of the payment of the amount stated in Paragraph 1 hereof the undersigned does hereby release the Borough of Phoenixville from any and all claims arising under or by virtue of this contract, except the amount listed in Paragraph 2 hereof; provided, however, that if for any reason the Borough of Phoenixville does not pay in full the amount stated in Paragraph 1 hereof, said deduction shall not affect the validity of this release, but the amount so deducted shall be automatically included under Paragraph 2 as an amount which the Contractor has not released but will release upon payment thereof. The Contractor further certifies that upon the payment of the amount listed in Paragraph 2 hereof, and of any amount which may be deducted from Paragraph 1 hereof, he will release the Borough of Phoenixville from any and all claims of any nature whatsoever arising out of said contract or modifications thereof, and will execute such further releases or assurances as the Borough of Phoenixville may request.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument this _____ day of _____, 20 ____.

_____ (Seal)

(Signature & Title of Officer)

_____ being first duly sworn on oath, deposes and says,

(Affiant)

first that he is the _____ of the _____ (Title)
(Name of Company)

second, that he has read the foregoing certificate by him subscribed as

_____ of the _____.
(Title) (Name of Company)

Affiant further states that the matters and things stated therein are, to the best of his knowledge and belief, true.

(Affiant)

Subscribed and sworn to before me this _____ day of _____, 20 ____.

My commission expires _____ (Date) _____ (Notary)

- e. Is authorized to do business in the Commonwealth of Pennsylvania.
- f. Has sufficient cash flow to perform this service.
- g. The Contractor shall have been in business under the present company name for a minimum of five (5) years and shall not have been declared in default on any service contract within that time.

{Below list of other service contracts that is similar in size and scope of work}

- 1. Name of Contracted Customer:
Name and Title of Contact Person:
Telephone Number
Customer Location
Scope of Service:
- 2. Name of Contracted Customer:
Name and Title of Contact Person:
Telephone Number
Customer Location
Scope of Service:
- 3. Name of Contracted Customer:
Name and Title of Contact Person:
Telephone Number
Customer Location
Scope of Service:

Remarks or explanations of the above paragraphs a through g:

Bidder Certification

Certification under Oath. Under oath I certify that I am a principal or other representative of the bidder, and that I am authorized by it to execute the foregoing Statement of Bidder's Qualifications is true and correct, including any explanation above and submitted under oath.

BY: _____
Authorized Signature (Blue Ink Please)

Printed Name

Sworn to and subscribed before me this ____ Day of _____, 20 ____

Notary Public

My commission expires: _____, 20 ____

(SEAL)



COMMONWEALTH OF PENNSYLVANIA

PUBLIC WORKS EMPLOYMENT VERIFICATION FORM

Date _____

Business or Organization Name (Employer) _____

Address _____

City _____ State _____ Zip Code _____

Contractor Subcontractor (check one)

Contracting Public Body _____

Contract/Project No _____

Project Description _____

Project Location _____

As a contractor/subcontractor for the above referenced public works contract, I hereby affirm that as of the above date, our company is in compliance with the Public Works Employment Verification Act ('the Act') through utilization of the federal E-Verify Program (EVP) operated by the United States Department of Homeland Security. To the best of my/our knowledge, all employees hired post January 1, 2013 are authorized to work in the United States.

It is also agreed to that all public works contractors/subcontractors will utilize the federal EVP to verify the employment eligibility of each new hire within five (5) business days of the employee start date throughout the duration of the public works contract. Documentation confirming the use of the federal EVP upon each new hire shall be maintained in the event of an investigation or audit.

I, _____, authorized representative of the company above, attest that the information contained in this verification form is true and correct and understand that the submission of false or misleading information in connection with the above verification shall be subject to sanctions provided by law.

Authorized Representative Signature