



Notice to Bidders

TREE REMOVAL SERVICES

**Borough of Phoenixville
351 Bridge Street – Second Floor
Phoenixville, PA 19460**

December 15, 2025

**Bids must be received by 11:00 am prevailing time on
Wednesday, January 7, 2026**

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 19,000. Phoenixville manages approximately 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 are detailed in Attachment A.

Specific Response Requirements

All bids 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 bid should be accompanied by a letter of transmittal which summarizes the key points of the bid 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 the state, 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. 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

- A. Describe any material financial relationships that you or your firm or any employee has with any individual or organization that may create a conflict of interest in representing the Borough.
- B. Describe any family relationship that any employee of your firm has with any public servant that may create a conflict of interest or the appearance of a conflict of interest in representing the Borough.
- C. Identify if the vendor or any principal therein has been engaged as a defendant in any litigation involving a sum of \$100,000 or more and/or has been subject to any professional disciplinary action over the last three (3) years, the bidder must provide a description of the litigation and/or disciplinary action.
- D. Describe any ongoing investigation and/or litigation matters involving the applicant, its directors, officers and/or principals and/or any individuals employed by the applicant that relate to the performance of the vendor in the proposed field of expertise.
- E. Describe any other relationship, circumstance, or matter that your firm 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 conflict described in this will be resolved.

5. Evaluation Criteria and Selection Process

The Borough Council reserves the right to:

- A. Select a Bid in its entirety or some portion(s) thereof;
- B. To request additional information or clarifications from Contractor, or to allow corrections of errors or omissions.
- B. Reject any and all Bids, in whole or in part;
- C. Waive any technical defects or irregularities;

- D. Request oral presentations and/or individual interviews from those individuals or firms determined to be in a competitive range;
- E. Make the final selection using criteria judged to be the maximum benefit to the Borough as a whole.

The Borough Manager and/or the Borough Council reserve the right, but is not required, to interview any or all of the respondents submitting a Proposal. Although interviews may take place, the Proposal should be comprehensive and complete on its face. The Borough reserves the right to request clarifying information subsequent to the submission of the Proposal. The Borough of Phoenixville is not required to make selections from these submissions, if, in their sole discretion, qualifications are not appropriate or for any other reason.

6. Bid Prices:

All Bid prices shall reflect the use of Pennsylvania Prevailing Wage. See the specifications detailed in Attachment A under the headline Billing.

7. Proposal Submission

Proposals shall be scanned as a PDF file and submitted in electronic format via email as well as the Contractors are additionally required to submit bid proposals in a sealed envelope, mailed or delivered to:

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

Faxed Proposals will **not** be accepted.

- B. Electronic copies of the Bid must be received by the Borough by 11:00 am prevailing time on Wednesday, January 7, 2026.
- C. Electronic PDF Bids shall be submitted to the Borough Manager:
manager@phoenixville.org
Subject line shall be: Tree Removal Bid
- D. Inquiries on the contents and requirements of the RFP will be accepted in written form only. Inquiries can be emailed to the attention of Borough Manager at manager@phoenixville.org. The deadlines for inquiries is Monday, December 29, 2025 at 3:00 PM prevailing time, after which time no further inquiries will be accepted or addressed.
- E. Substantive requests for information may be responded to in writing by the Borough in the form of an addendum to this RFP at <https://www.phoenixville.org/Bids.aspx>.

Bids must be submitted by Wednesday, January 7, 2026 11:00 AM prevailing time. Late Bids will not be accepted. It is the Consultant's responsibility to see that the Bid is received at the proper time. The Borough is not responsible for delayed deliveries due to connectivity or courier problems. The time the electronic copy of the Bid is logged as received in the Borough's email system shall determine the official time received.

The Borough reserves the right to reject any or all Bids or accept what is, in its judgment, the Bid which is in the Borough's best interest. The Borough further reserves the right, in the best interests of the Borough, to waive any technical defects or irregularities in any and all Bids submitted.

8. Selection Timetable

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

9. Insurance.

A. Workers' Compensation Insurance

Each respondent shall submit with its bid a Certificate of Insurance issued by an insurance company satisfactory to the Borough evidencing the existence of the mandatory minimum coverages required by this section.

The successful respondent shall, during the term of the contract, maintain Workers' Compensation Insurance in order to fully protect both its employees and the Borough, as may be required by any and all state and federal laws, and provide the Borough with an appropriate certificate evidencing the existence of said insurance policy; provided, however, that employer liability coverage shall not be less than \$1,000,000 for each occurrence.

B. Liability Insurance

The successful respondent shall maintain, during the term of the contract, at its own expense, the following minimum liability insurance coverage:

1. General Public Liability Insurance (non-automotive) for personal injury and property damage in the amount of \$1,000,000.00 for each occurrence and \$3,000,000.00 in the aggregate;
2. Automotive Liability Insurance for personal injury and property damage in the amount of \$1,000,000.00 for each occurrence and \$3,000,000.00 in the aggregate; and

3. Umbrella Excess Liability coverage policy in the amount of \$5,000,000.00.

The aforesaid policies of insurance and others that may be necessary to comply herewith shall be maintained in the amounts set forth above and shall, inter-alia, name the Borough as an additional insured and be designed to protect the Borough from all claims for damages of any kind or any nature whatsoever including, but not limited to, wrongful death, which may arise from the obligation of the successful respondent in the performance of its contract, whether such obligation be controlled by the successful respondent itself, or by someone, either directly or indirectly, employed by it, for the purpose of accomplishing some obligation incumbent upon the successful respondent by the terms of the contract, and shall provide at the insurer's expense all necessary legal aid, counsel and representation.

All insurance policies maintained hereunder shall be issued by an insurance carrier licensed and authorized to conduct business in the Commonwealth of Pennsylvania and shall be obtained and properly endorsed in favor of the Borough before execution of the contract hereunder.

Said policies shall remain in full force and effect until the expiration of the term of the contract or the completion of all duties to be performed hereunder by the successful respondent, whichever shall occur later. The successful respondent shall deposit with the Borough Manager the original policies of insurance herein referred to or true copies thereof prior to commencing work under the contract.

Each and every policy of insurance herein maintained and required pursuant to the terms of the contract shall carry with it an endorsement to the effect that the insurance carrier will convey to the Borough, by certified mail/return receipt requested, written notice of any modifications, alterations or cancellations of any such policy or policies or the terms thereof; and said written notice shall be received by the Borough at least ten (10) days prior to the effective date of any such modifications, alterations or cancellations. If such modifications, alterations or cancellations shall cause the insurance coverage required hereunder to fail to meet the minimum requirements set forth herein, the successful respondent shall be deemed to be in default and the Borough may terminate the contract as of the effective date of such change in insurance coverage, and the surety on the performance bond may be held responsible by and to the Borough for resulting losses. In the alternative, where the respondent allows the required insurance to be cancelled, terminated or expired, the Borough may purchase replacement insurance containing the same coverages as required herein and charge the cost of such replacement insurance to the respondent and/or deduct the costs of the same from the fees and costs owed by the Borough to the successful respondent. In no case shall the modification and/or termination of the insurance policy of the Firm act to reduce or waive the liability of the Firm, or eliminate the requirement for

the Firm to reimburse the Borough for any damages incurred due to any claim caused by the Firm, in the event of a claim.

It shall be the responsibility of the successful respondent in obtaining the aforesaid insurance coverage to obtain policies which shall protect the Borough from any and all claims whatsoever of any nature, regardless of the derivation of said claim, and regardless of whether the same are directed toward the recovery of damages for personal injury, property damage or any other claims of damage which may be incident to the same.

Certificates of Insurance reflecting the aforesaid insurance policies, conditions and additional insureds shall be provided to the Borough on not less than an annual basis.

This insurance coverage shall not waive the governmental immunity, if any applies, of the Borough. Further, this insurance coverage shall extend to and include all direct or indirect agents and employees of the successful respondent, and shall include policies of automotive and liability insurance on all vehicles and equipment utilized or in any way connected with the service to be rendered by the successful respondent pursuant to the terms of the contract.

10. Disclosure

During the Request for Proposal consideration and selection process, all Proposals shall remain confidential. The entire selection process (procurement) file for the successful Bidder, if any, shall be opened to the public (which includes all proposers) after an agreement is approved by the Borough, except those items for which confidentiality has been requested in writing by the Proposer, and providing that the Borough Solicitor has reviewed and determined this to be properly confidential under the Commonwealth Open Records Act and other relevant statutes and regulations.

11. Right to Know Law

A. Bidder acknowledges and understands that the Borough is a Pennsylvania local agency for the purposes to the Pennsylvania Right-to-Know Law, 65 P.S. §67.101 et seq. (“RTKL”), and as a result thereof, the Successful Bidder may be subject to certain RTKL requests related to the Borough. Therefore, Successful Bidder shall cooperate with the Borough in complying with the RTKL, and any other similar laws, in complying with requests for public records made under such laws. The Successful Bidder’s cooperation shall include, but not necessarily be limited to, prompt communication with the Borough regarding the existence of a record, the length of the record and other information requested by the Borough and promptly providing access to or copies of the record. If Successful Bidder fails to cooperate with the Borough in response to a request for a public record, then the Successful Bidder shall indemnify the Borough for any and all costs incurred, including attorneys' fees of the Borough, as well as any costs, including any

attorneys' fees of the requester, fines or other penalties imposed upon the Borough by a court of competent jurisdiction relating to the Successful Bidder's failure to cooperate with the Borough; and all Bidders signify their consent to the foregoing terms and conditions by submitting a Proposal to this RFP.

12. Respondent's Affidavit

Each respondent shall duly execute and deliver to the Borough, at the time of the submission of its Proposal, the Respondent's Affidavit in the form attached hereto.

13. Affidavit of Non-collusion

Each respondent shall be required to complete, sign and deliver at the time of the submission of its bid, an Affidavit of Non-Collusion in the form included herewith and made a part of this Proposal.

14. Non-discrimination Affidavit

Each respondent shall complete, sign and deliver at the time of the submission of his or her bid a Non-Discrimination Affidavit in the form included herein and made a part of this RFP.

15. Contract Award

The engagement of the Successful Bidder shall be subject to an agreement or letter agreement satisfactory to the Borough Solicitor. 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.

End of Request for Proposal

Attachment A- Scope of Work

SUMMARY OF WORK

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

- Over 4 DBH (Diameter at Breast Height)
- Up to 50 DBH (Diameter at Brest Height)

SCOPE OF SERVICES

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

General Conditions

- Contractor will remove all brass tree tags before tree removal and return them to the Borough within 7 days of notification by the Borough of the location of such brass tree tag(s) supplied by the arborist of the Borough.
- 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 by the Contractor 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 maintain an active 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 with the designated tree tag number provided from the Borough the 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.
- Once tree removal process is started the removal shall be completed within 90 Days of the start of removal. Failure to do so within the time period the Borough has the right to withhold payment until the work is complete.

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.
- The completion of stump grindings shall be done and cleaned up within 60 Days of the removal of the tree. Failure to do so within the time period the Borough has the right to withhold payment until the work is complete.

Scheduling

- All work is to be scheduled at least five (5) business days in advance and coordinated through our Director of Public Works.
- Failure to notify in advance the Borough has the right to withhold payment for work, until tree location is checked by the Director of Public Works or their designee to ensure work has been completed.
- Residents shall be notified by the Contractor via door hanger with the projected week the work is to be performed.

Billing

- All invoices to be submitted to the Borough after the work is completely finished. If work is not completely finished the Borough has the right to withhold payment until the work is complete.
- Invoices need to include the following for each tree:
 - Tree Tag Number
 - Location
 - Total Cost: Removal and Stump Grinding

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 EST on December 29, 2025.

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 EST on December 31, 2025.

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 EST on January 7, 2026.

Proposals shall be scanned as a PDF file and submitted in electronic format via email as well as 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

Borough Manager:
manager@phoenixville.org
Subject line shall be: Tree Removal Bid

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.

Borough of Phoenixville
BID FORM
 (Must be completed and submitted as part of Bid)

Project Name: Tree Removal Services

Bid Proposal

	Number of Trees	Per Tree Price	Total Cost	
DBH 4-10 Tree & Stump Removal	7	\$ _____	\$ _____	Maximum days to remove tree & stumps: _____
DBH 11-20 Tree & Stump Removal	9	\$ _____	\$ _____	Maximum days to remove tree & stumps: _____
DBH 21-30 Tree & Stump Removal	21	\$ _____	\$ _____	Maximum days to remove tree & stumps: _____
DBH 31-40 Tree & Stump Removal	18	\$ _____	\$ _____	Maximum days to remove tree & stumps: _____
DBH 40+ Tree & Stump Removal	4	\$ _____	\$ _____	Maximum days to remove tree & stumps: _____

Project Total Cost: _____

Damages

All damages to a resident's property resulting from the removal of any of the trees shall be corrected by the Contractor and shall be resolved with the property owner within ten (10) days after damage occurs to the satisfaction of the Borough.

Signed Name: _____

Print Name: _____

Company Name: _____

Address: _____

Phone: _____

Contact Person: _____

Email: _____

I certify that I have received and reviewed the addendum provided; as such these pages will be included with my sealed bid and consider a part of the bid package as required by The Borough of Phoenixville.

Name of Organization: _____

By: _____ Date: _____

Printed Name: _____

Title: _____

Borough of Phoenixville
TREE REMOVAL SERVICES

This is a proposed list of trees throughout the Borough per the recommendation of the Arborist scheduled for removal. This list is a working list and is subject to change per the Borough Arborists recommendations and is not a final removal list. All pricing should be broken out by the different colored DBH categories. **Note:** Companies that choose to come onsite to look at the listed trees shall not engage with homeowners.

Address	Tag Number	DBH
233 2nd Avenue	558	5
29 Pennsylvania Avenue	1599	6
934 West Bridge Street	1582	6
1220 Natalie Rd	1469	7
253 Church Street	839	7
34 S Main Street (Church St Side)	855	8
29 Pennsylvania Avenue (Along Sherman)	1600	10
700 Starr St	1156	13
Reeves Park 401 Main Street (Closer to 3rd Avenue)	237	15
300 Grant St	2159	17
598 Taylor Street	1898	17
132 Main Street	957	17
592-594 Taylor Street	1896	18
28 Main Street	962	18
123 South Main Street	760	19
249 Third Avenue	378	19
141 Main Street	762	21
170 Chester Avenue	1686	21
136 Fourth Ave (On B Street)	2610	21
59 Pennsylvania Avenue (On Ridge Ave)	1601	21
465 Nutt Rd (along Wheatland St)	1058	22
237 Morgan Street	790	22
120 Pennsylvania Avenue	1658	22
330 Fourth Ave (Along Nutt Road)	1088	23
354 Third Ave	469	24
224 Hall St (on Walnut Street)	2922	24
64 Valley Road	2492	26
416 Main Street	380	26

DBH Category
DBH 4-10
DBH 11-20
DBH 21-30
DBH 31-40
DBH 40+

937 W Bridge Street	1584	26
1104 Lane Avenue	2477	27
509 Ringold St	2031	27
145 Washington Avenue	728	27
1208 Lincoln Avenue	2056	28
167 Columbia Avenue	1651	28
545 Columbia Ave	2005	29
1262 Tyler Avenue	1978	30
426 Virginia Ave	2044	30
154 Starr Street (On Washington Ave by Dean Street)	740	31
400 Virginia Avenue	2047	31
895-897 Woodlawn Ave	2064	31
560 Chester Avenue (Along Cherry)	1526	31
155 First Avenue	674	31
1151 Callowhill Street	2059	32
64 Valley Road	2493	32
419 Carlisle Avenue	2452	33
512 Virginia Avenue	2023	33
417 West Anderson Avenue	1319	34
400 Main Street	382	34
916 Woodlawn Avenue	2072	35
402 Park Drive	2096	35
1209 Madison Avenue	2373	36
500 W Anderson Avenue	2268	37
506 Reeves Dr	2082	37
509 Carlisle Avenue	2286	37
551 Columbia Avenue	2390	38
505-507 W Anderson Avenue	2298	41
400 Main Street	381	44
1214 Lane Avenue	2288	45
95 Second Avenue	2093	47

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 or before January 7, 2026 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: _____

(Corporate Principal Sign Here)

Attest:

BY: _____

(Surety Sign Here)

The rate or premium charged is \$_____ per thousand. The total amount of premium charged is \$_____ (the above must be filled in by the Corporate Surety).

(ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION)

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

On this the ___ day of _____, 20 __, before me personally came and appeared _____, to me known, who being by me duly sworn, did depose and say that he resides at _____ that he is the _____ of .the Corporation described herein and which executed the foregoing instrument that he knows the seal of said corporation, that one of the impressions affixed to said instrument is an impression of such seal; that it was so affixed by order of the directors of said corporation, and that he signed his name thereto by like order.

(SEAL) _____

(ACKNOWLEDGMENT OF PRINCIPAL, IF A PARTNERSHIP)

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

On this ___ day of _____, 20___, before me personally came and appeared _____, to me known and known to me to be one of the members of the firm of _____ described in and who executed the foregoing instrument and he acknowledged to me that he executed the same as and for the act and deed of said firm.

(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, _____, with a mailing address of _____ (“Contractor”), and THE BOROUGH OF PHOENIXVILLE, Chester County, Pennsylvania, with a mailing address of 351 Bridge Street, Floor 2, Phoenixville, Pennsylvania 19460 (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 workmen, supplies, equipment, services and materials required to fulfill the terms of the Contract Documents as hereinafter defined (the “Products”). Contractor, by executing this Agreement, hereby acknowledges and agrees that it 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 by the Borough as part of the solicitation for bids, 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, unless otherwise defined herein.
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 _____ (the “Original Term”). This Agreement may be terminated as set forth in Paragraph 7 of this Agreement. Provided that neither of the Parties is in default of the provisions hereof, and subject to the terms of Paragraph 7 hereof, this Lease shall automatically renew upon the expiration of the then-current Original Term or Extension Term (hereinafter defined) for successive terms of one (1) year each (each, an “Extension Term”). The Original Term and all exercised Extension Terms are sometimes collectively referred to herein as the “Term”
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 indemnifies, saves, holds harmless and defends the Borough, its officials, officers, employees and agents, of, from, and against any liability, claim, suite or demand, of whatever nature or kind, whether founded or unfounded, arising from, out of, or related to all manner or negligence or tort liability related to the performance of the Services and/or obligations of this Agreement (the “Indemnified Activities”). 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. In the event that a third party, their agents, servants, employees, heirs, assigns, or grantees would institute any legal action whatsoever against Borough, its agents, servants, or employees arising in any way from the Indemnified Activities, Contractor hereby agrees to further pay any and all reasonable attorney's fees, expert fees, court costs or any other expenses whatsoever incurred by Borough, its agents, servants or

employees in regard thereto. The foregoing indemnification, hold harmless and defense obligations shall continue to apply to claims, suits or demands made or instituted during and after the term of this Agreement, provided that the event causing any such claim is alleged to have occurred, in whole or in part, during the term of this Agreement.

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. DEFAULT & TERMINATION.

- a. This Agreement may be terminated by either Party without cause, and without any damages, at the expiration of the then-current Term, provided that such Party provides the other with 120 days prior written notice of the election of such termination.
- b. This Agreement may be terminated by either Party without cause upon thirty (30) day prior written notice, subject to liquidated damages applied at a rate of \$500.00 per calendar day from the date of termination through the end of the Term reflected in Paragraph 3, above, which amount shall be paid in full at the time of such termination.

If Contractor is in default of any of the terms and conditions of this Agreement, including without limitation the Contract Documents, and remains so for a period of fifteen (15) days after the Borough shall have given to Company notice in writing of such default, then the Borough may, in addition to all other remedies available at law or equity, declare this Agreement terminated.

8. 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, County of Chester and, any legal action commenced to enforce the provisions hereof shall be brought in the Courts of Chester County, Pennsylvania.

(i) The Parties to this Agreement hereby state, intending to be legally bound, that all necessary approvals, authorizations, consents and governing legal requirements have been met and/or obtain by the respective party to make this Agreement binding and enforceable. The Borough states that it properly authorized the undersigned to execute this Agreement. Contractor states that it properly authorized the undersigned to execute this Agreement.

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)

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)

(Name of Agency)

(Address)

(Address)

(City, State, Zip Code)

(City, State, Zip Code)

(Date)

(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)

- a. Is not and its organization or its principals are not debarred, suspended, declared ineligible, or otherwise excluded by any Federal or State department or agency from doing business with the Federal Government or a State.
- b. Has insurance required by the Contract Documents in place or has arranged to obtain it from an insurer authorized to do business in the Commonwealth of Pennsylvania.
- c. Is authorized to do business in the Commonwealth of Pennsylvania.
- d. Has sufficient cash flow to perform this service.
- e. 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:

RESPONDENT'S AFFIDAVIT

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)

NON-DISCRIMINATION AFFIDAVIT
(This Affidavit is Part of the Proposal)

COMMONWEALTH OF PENNSYLVANIA :

: **SS**

COUNTY OF :

I, _____ [name of affiant], being duly sworn, depose and say that I reside at _____, and that I am the [title] of _____ [name of company]. In such capacity and for and on behalf of _____, it is hereby agreed and affirmed as follows:

1. _____ [name of respondent] will not discriminate against an employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex.
2. _____ [name of respondent] will take all steps necessary to ensure that all applicants are recruited and employed and that employees are treated during employment with regard to their age, race, creed, color, national origin, ancestry, marital status or sex.
3. _____ [name of respondent] will in all solicitations or advertisements for employees placed by or on behalf of _____ state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex.

Affiant

[Name of Company]

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

Notary Public
My Commission Expires:



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