

**MUHLENBERG TOWNSHIP
DEPARTMENT OF PUBLIC WORKS
210 George Street
READING, PA 19605**



**ANNUAL EQUIPMENT RENTAL BID
JANUARY 2021**

**Document issued
JANUARY 18, 2021**

INDEX

<u>ITEM</u>	<u>PAGE</u>
Notice to Bidders	3
Instruction to Bidders & General Provisions	4
Submission of Bids	4
Bid Surety	5
Equipment	5
Job Costing	5
Rental Hours/Days	6
Unit Prices	6
Responsibility of Contractor	6
Contract Time Period	5
Insurance Requirements	6
Township Tax Exempt	7
Payments	7
Non-Collusion Affidavit	7
Prevailing Wage Rates	8
Equipment Categories	8
Schedule of Quantities & Unit Prices	11
Intent of Award	11
Annual Equipment Rental Agreement	14
Bid Form	15
Non-Collision Affidavit Form	18
Bid Surety	20

NOTICE TO BIDDERS

Muhlenberg Township, Berks County, PA will accept sealed proposals until 10:30 AM, Friday, March 5, 2021, at the Muhlenberg Township Municipal Office, 210 George Street, Reading, PA 19605, for the purpose of providing various constructions equipment detailed under section 14 of the technical specifications titled Equipment Categories. The bid requires the construction equipment be operated by licensed and qualified operators which will be utilized on as needed bases for the anticipated 2021 Public Works road improvement and maintenance projects.

All proposals shall be submitted on the forms provided by the Township. Electronic copies are available from the Township via request to Jeremy Garl at jgarl@muhlenbergtwp.com . There will be no charge for the Proposal Packets.

Sealed Proposals shall be submitted with a bid surety in the form of a Bid Bond or Cashier's Check in an amount of \$10,000.00.

All bids shall be publicly opened and read aloud at the above address, Friday, March 5, 2021 immediately following the closure of Bid Acceptance at 10:30 AM. The bids are to be considered at the regular Township Commissioners Meeting on March 15, 2021.

Bidders may opt to bid on all or any one of the nine (9) equipment categories. This contract shall be good for one year commencing on April 1, 2021. All bid proposals shall be good for sixty (60) days.

It is the intent of the Muhlenberg Township Board of Commissioners to award bids to the lowest, responsible and qualified bidder(s). The Township Board of Commissioners reserves the right to reject any or all bids or portions thereof as they may deem necessary and in the best interests of Muhlenberg Township.

Brian Harris, Township Manager

**MUHLENBERG TOWNSHIP
DEPARTMENT OF PUBLIC WORKS
BERKS COUNTY, PA**

Annual Equipment Rental Bid

Instruction to Bidders
And
General Provisions

1. For the purpose of this Bid and Contract, the terms Bidder, Contractor, Vendor, or Supplier shall mean the same.
2. A Bidder is any person or entity who submits a bid and meets the requirements set forth within these bid documents. Any Bidder submitting a Bid represents that:
 - A. The Bidder has read and understands all bidding documents.
 - B. Bid is made in compliance of the Bidding Documents.
 - C. The Bid and Unit Prices for equipment is made upon the requirements and specifications of the bid documents.
- 3: Any reference to “Township” shall mean Muhlenberg Township, Berks County, PA, with a street address being 210 George Street, Reading, PA 19605.
4. All references to Project Manager shall mean Public Works Superintendent, Jeremy Garl who can be contacted via E-mail Jgarl@muhlenbergtwp.com and/or phone at 484 926 0275.
5. SUBMISSION OF BIDS:
 - A. All Bid packages for this project shall be available electronically only. Hard copies will not be available for distribution. However, a hard copy will be available at the Customer Service Center for review and evaluation.
 - B. Bid shall be submitted on TRIPLICATE Bid Forms clearly using the PDF form attached.
 - C. All bid forms must be executed by a properly authorized representative of the firm submitting the bid and notarized where required.
 - D. Sealed Bids shall be enclosed in a non-transparent envelope addressed to Public Works Superintendent, Muhlenberg Township and identified as “Sealed Proposal for Annual 2021 Equipment Rental Bid.”

- E. Bids shall be submitted to the Customer Service Center on the first floor of the Muhlenberg Township municipal building located at, 210 Georg Street, Reading, PA 19605 on or before but not later than the time and date specified in the “Notice to Bidders.”
 - F. Bid Surety: Because it is impossible to determine the ultimate contract price for each or any contract, all bids shall be submitted with a \$10,000.00 Bid Surety in the form of a bid bond or cashier’s check and made payable to Muhlenberg Township. Any Surety Bond must be written by a Surety Company authorized and licensed to do business in the Commonwealth of Pennsylvania. Such Bid Security shall be made payable to “Muhlenberg Township.” Bid Security shall be a guarantee of good faith and is to become the property of the Township as just and liquidated damages in the event that the Township incurs any losses as a result of Bidder’s failure to enter into a contract or is unable to provide the necessary Certificates of Insurance within ten (10) working day’s following receipt of the “Notice of Intent to Award.”
 - G. It is the intent of Muhlenberg Township to award each specific category of equipment to the single, lowest, qualified and responsible bidder.
 - H. All bids shall be effective for sixty (60) days; or, until the Township makes an award whichever shall occur first.
 - I. A Bid may not be modified, withdrawn or canceled by the Bidder after the Bid Opening.
 - J. Prior to the date and time designated for the Public Bid Opening, a submitted Bid may be withdrawn by providing written notice to the Public Works Superintendent.
 - K. Withdrawn Bids may be resubmitted on or before the date and time designated for the Public Bid Opening.
 - L. Contract Time Period: This contract shall be good starting April 1, 2021 to the last business day of April, 2022.
6. EQUIPMENT:
- A. All equipment shall be properly maintained, in good working condition and capable of producing daily production for which the machine was designed. Equipment down for repairs on the jobsite for more than one-half (1/2) hour shall be deducted from the rental rate.
 - B. Contractor shall be responsible for supplying all fuels, lubricants and other materials as necessary to properly maintain the equipment as may be necessary on a daily basis while the equipment is actively working on the jobsite.

7. PROJECT COSTING:

- A. Successful Contractor(s) upon assignment to a specific task shall provide the Township Engineer an accurate cost for equipment and labor to perform said task.
- B. The time and effort for preparing accurate job costing shall be the sole responsibility of successful bidder. The cost for preparing construction job costing shall not be reimbursed by the Township.

8. RENTAL HOURS/DAYS:

All proposed hourly and daily rentals are approximate based on anticipated Public Works Projects for 2021. Quantities listed on the "Schedule of Quantities and Unit Prices" are approximate and not guaranteed.

For the purpose of this contract, a DAILY rental shall be ten **10** hours and typically between the hours of 7:00 AM and 5:30 PM, Monday through Friday. Unit Prices for a daily rental shall include Qualified and Experienced Operators and Drivers as specified below.

The Daily Rental Unit Price shall not include MOBILAZATION. Mobilization will be paid for under a separate Unit Price pay item for Each Mobilization to and from site as identified on the "Schedule of Quantities & Unit Prices".

9. COMPLIANCE WITH DEPARTMENT OF TRANSPORTATION REQUIREMENTS:

It shall be the responsibility of the Contractor to ensure all trucks and equipment are current with Penn DOT licensing and inspection requirements and the drivers are compliant to Penn DOT CDL licensing, endorsements (as needed) and physical requirements with current certification.

10. INSURANCE:

The status of the successful bidder is that of an independent contractor. The contractor shall properly safeguard against any and all injury or damage to the public and private properties, materials and things. The Contractor alone shall be responsible for any and all damage(s), loss of injury to persons or property that may arise or be incurred in or during the work involved with the Township.

The Contractor shall assume all liability for any loss of whatsoever nature by reason of neglect or violation or noncompliance to any Federal, State, County or Local laws, Regulations or Ordinances and shall indemnify and hold harmless the Township, from all suits or actions at law of any kind whatsoever in connection to the work being performed for the Township under this contract.

Following receipt of a "Notice of Intent to Award" from the Township, the successful bidders shall submit to the Township, Certificate of Insurance within Ten (10) working days following

receipt of the "Notice of Intent to Award." For the purpose of this contract, a working day shall be Monday through and including Friday. The "Certificate of Insurance" shall verify the Contractor has the following minimum limits of liability:

- A. State Workers Compensation with Limits of Liability pursuant to the Commonwealth of Pennsylvania Statutory Limits.
- B. Comprehensive General Liability with Limits of Liability as follows:
 - (1) Bodily Injury at \$2,000,000 for each occurrence.
 - (2) Property Damage at 1,000,000 for each occurrence.
 - (3) Annual Aggregate for Bodily Injury at \$2,000,000.
 - (4) Annual Aggregate for Property Damage at \$1,000,000.
- C. Contractor shall submit a performance bond at the time that work is assigned under any contract awarded hereunder. The amount of the required performance bond shall be equal to the estimated amount of the work being assigned, as determined by the Township. Any Surety Bond must be written by a Surety Company authorized and licensed to do business in the Commonwealth of Pennsylvania. Such Bid Security shall be made payable to "Muhlenberg Township."
- D. Business Automobile Liability with combined single limit of not less than \$1,000,000.
- E. Umbrella/Excess Liability with limits on not less than \$2,000,000 per occurrence and \$5,000,000 aggregate.
- F. Employer's Liability with limits of not less than \$500,000 each accident.
- G. Prior to the start of any work under this contract, the Contractor shall furnish a Certificate of Insurance evidencing all required coverage as specified above and; **naming Muhlenberg Township, their elected officials, employee's, agents as co-insured under the Comprehensive General Liability Coverage** and providing that no policies may be modified or cancelled without thirty (30) days advanced written notice to the Township.
- H. Certificate of Insurance shall be issued to Muhlenberg Township, 210 George Street, Reading, PA 19605 and to the attention of the Public Works Superintendent. The certificate of insurance shall name Muhlenberg Township as an additional insured and protected from any liability.
- I. All policies shall be in effect with companies holding a rating of "A" or better and shall be licensed to do business in the Commonwealth of Pennsylvania and acceptable to the Township Solicitor.

10 TAX EXEMPT:

Tax Exempt No. is 23-6000-435. The Township makes no representation to prospective bidders regarding the impact of such tax exemption on the acquisition of any particular materials. Each prospective bidder shall make his own interpretation of such impact when completing its bid.

11 PAYMENT:

Payment on all invoices will be issued on a monthly basis following approval of same at the Township Board of Commissioners public meeting conducted on the 3rd Monday of each month. For prompt payment, invoices should be received not later than the 2nd Monday of each month for processing and payment approval at the Commissioner's public meeting. In the event an invoice is not received in time to be placed on the public meeting agenda, for the 3rd Monday of each month, said invoice will be held and approved for payment at the following Board of Commissioners monthly meeting. Invoices should be mailed or electronically submitted to:

Muhlenberg Township
Public Works Superintendent
Attn: Jeremy Garl
210 George Street
Reading, PA 19605
Email: Jgarl@muhlenbergtwp.com

12. NON-COLLUSION AFFIDAVIT:

Pursuant to the Pennsylvania Anti Bid Rigging Act, 73 P.S. 1161 et seq., all public bids shall be submitted with an executed "Non Collusion Affidavit."

NOTE: The "Non-Collusion Affidavit" is enclosed and made part of the Bid Proposal and Contract Forms located in the back of bid Documents to be executed and submitted in Triplicate with the Bid Proposal. Failure to submit an affidavit in compliance to these instructions will result in disqualification and rejection of Bid.

13. MINIMUM PREVAILING WAGE RATES:

Let it be known prevailing wages DO NOT APPLY for any of the tasks listed hereunder. Contractor shall adhere to the requirement set forth under section 7.0 for Project Costing.

14. EQUIPMENT CATEGORIES:

Bidder should note there are NINE (9) **separate equipment categories** on which to bid. Bidder may opt to bid on one (1) or all categories as follows:

A. PAVER W/OPERATOR & SCREED OPERATORS:

This rental will be used to assist the Township Crews perform paving repairs to small sections of Township roads & streets such as short length half lane overlays. This rental item will provide the Paver with a qualified and experienced Operator and One (1) Screed Man. Contractor will provide all labor, compaction and equipment. However, the Township will provide materials, trucks for hauling paving materials and site for dumping excavated materials. The Contractor providing the paver machine shall coordinate with the Township and its selected paving materials supplier to conduct this task effectively and without any unnecessary delays. The Contractor shall **NOT** be responsible for the cost of trucking paving materials. This specific task shall be the responsibility of paving materials supplier.

The Paver shall be fully mechanized with full hydraulic controls for hopper, screed extension up to TWELVE FEET (12') width, and automatic feed with laser level screed control, heated screed including a qualified and experienced Operator. For the purpose of this Rental Pay Item, the Township shall be required to provide a minimum five (5) day working day notice. This item will be paid for on a Daily Basis based on number of hours used for specific task. There is a separate line item for Mobilization for each time a service to and from site is required. Equipment mobilization shall be assessed based on local transportation to and from site. As such the total hours allotted for mobilization for each time required will be four (4) hours. Please refer to "Schedule of Quantities and Unit Prices," Items A. 1. and A. 2.

B. FULL PAVING CREW & EQUIPMENT:

- B.1 This rental will be used to perform larger, curb to curb paving projects of anywhere from one to several days. Bidder shall provide mobilization for all equipment consisting of fully mechanized paver (Rubber Tire or Track driven) with:
- i. Full hydraulic controlled hopper, screed extension capable of a single SIXTEEN AND ONE HALF FEET (16.5') laydown and laser controlled level screed;
 - ii. Ten (10) Ton (Static) Vibratory Roller;
 - iii. Three to five (3 to 5) Ton Finish Roller;
 - iv. Crew Truck w/Small Tools & Equipment;
 - v. Tack Coat Applicator; and
 - vi. Water Truck.

- B.2 Labor Force shall consist of:
- i. One (1) Experienced Foreman;
 - ii. Two (2) Qualified & Experienced Operators for Paver & Rollers;
 - iii. Two (2) Screed men;
 - iv. Two (2) Lute Men; and
 - v. One (1) Floating Laborer.

The Township will provide all materials (Hot Mixes, Man Hole & Utility Box Risers), and Work Zone Traffic Control with Flagmen as necessary. The Contractor providing the paving crew and equipment shall coordinate with the Township and its selected paving materials supplier to conduct this task effectively and without any unnecessary delays. The Contractor shall **NOT** be responsible for the cost of trucking paving materials. This specific task shall be the responsibility of paving materials supplier.

For the purpose of this Pay Item, the Township shall provide a two (2) week (10 working days) notice. This item shall be paid for on a Daily basis with a minimum ten hours (10 hr.) guarantee per mobilization. Unit price for Full Paving Crew & Equipment shall not include Mobilization as there is a separate line item for Each Mobilization (In/Out). Please refer to "Schedule of Quantities & Unit Prices", Items B. 1. and B. 2.

C. BELT LOADING MILLING MACHINES:

This rental will be used for various road and street repairs consisting of Asphalt Milling of roads and streets up to 6" depths, Asphalt Profiling, Trench Restoration, Variable Depth Milling along existing curb lines, Paving Notches in prep for paving operations and Micro Milling for providing skid resistance or planning of pushing and raveling or rutting asphalt.

Depending on type of work, Contractor shall provide rental of milling machine for either type of operation:

- C.1 Five Foot (5'), Six & One-Half Foot (6.5') with water truck; OR
- C.2 Seven & One Quarter Foot (7.25') Milling Head with water truck; OR
- C.3 Skid Steer with Two Foot (2') Planning Head with water truck.

- Labor Force shall consist of:
- i. Qualified and experienced Operator(s) and
 - ii. Two (2) Ground Men.

All milling machines (except for Skid steer w/Plaining Head) shall have an automated self-loading conveyor belt capable of transferring material from milling head and into tri-Axle Dump Truck during a continuous, forward moving operation. Milling machines shall be equipped with an on board water spray system for the purpose of dust control. Township shall be responsible for providing all trucking, disposal of milled materials, clean up and street sweeping of all loose millings, Work Zone Traffic Control including Flagmen as needed.

Township shall provide a minimum two (2) Week (10 working days) notice. Payment for these rental items shall be on a Daily Rental Basis and shall not exceed four (4) Hours per each mobilization. The Hourly and Daily Rental Rate Unit Prices shall not include Mobilization. Mobilization to and from site will be paid Per Each use of equipment. Please refer to “Schedule of Quantities and Unit Prices,” Items C. 1, C. 2. and C. 3.

D. EXCAVATOR(s), BACKHOE(s) & DOZER(s) w/OPERATORS:

This rental will be used to assist Township crews in various public works maintenance and repair projects such as storm sewer installation, sinkhole remediation, de-silting stormwater basins, bridge & culvert structures as needed.

Depending on type of work being performed, Contractor shall provide:

- D.1 30,000 lb. “0” Turn Excavator w/Off-Set Slide Boom; OR,
 - D.2 80,000 lb. Excavator; OR
 - D.3 G XL (or equivalent) Dozer with six (6) way blade; OR
 - D.4 8,000 lb. Mini-Excavator with rubber track or similar; OR
 - D.5 80 HP or Larger Backhoe with 0.75 CY Bucket min. and rubber tires; OR
- Any combination of the above with qualified and experienced operators.

Township shall provide Contractor with a minimum one (1) week (5 working days) notice except for emergencies when the Contractor will be expected to mobilize within twenty-four hour (24 hr.) of receiving notice.

A minimum ten hours (10 hr.) rental shall be guaranteed by the Township for each mobilization. The Daily Rental Unit Price shall not include mobilization costs. Mobilization will be paid for by a separate line item. Please refer to “Schedule of Quantities and Unit Prices,” Items D. 1, D. 2, D. 3, D.4 and D.5.

E. TRI-AXLE DUMP TRUCK:

This rental will be used for working with Township crews and sub-contractors for excavation, milling and paving projects importing/exporting various materials such as crushed aggregates and hot paving materials from local quarries and batch plants to jobsites within Muhlenberg Township, Berks County; and exporting excavated road materials and belt loaded millings from job-site, etc. Township shall be responsible for providing dumps sites for exported construction materials Truck shall be equipped with industry standard Penn DOT approved amber flashing safety beacon lights for the purpose of working on public roads and streets and must be set up for working with paving machines and having at least one hand operated tailgate chute, mud flap hangers tailgate chute extension (if necessary) for dumping loads into paving machine hoppers, safety turnbuckle locks on each side of tailgate and full mechanical operated cargo tarp. Truck shall be capable of hauling a minimum 42,000 lb. (21 Ton) payload. Drivers shall possess valid Penn DOT CDL Certification with proper endorsements and Current CDL Physical Card. Drivers shall be qualified and experienced for working with mechanized paving machines, belt loading milling machines and other construction equipment and techniques for loading trucks on

construction sites. Drivers shall be required to wear proper; Penn DOT approved reflective safety apparel whenever out of vehicle on construction sites. This rental shall be paid for on an hourly basis. Please refer to “Schedule of Quantities and Unit Prices,” Item E.

NOTE; Item E. for Truck Rental w/Driver is the ONLY one of eight (8) categories that may be awarded to more than one (1) bidder depending on hourly rates and number of vehicles available per bidder. All bidders must own and operate a minimum of three (3) Tri-Axle Dumps and the Township may opt to retain more than one trucking company. When calling for truck rentals, the lowest rental rates will be called first, the second lowest will be called second, etc. Bidders are to note the number of trucks in their fleet on the space provided on the Schedule of Quantities and Unit Prices.

F. GRADALL w/OPERATOR:

Self-propelled, rubber tire Gradall with minimum three foot (3’) bucket. This rental will be used to assist Township crews working on various Public Works projects especially related to permitted clearing of silt and debris from around existing bridge and culvert structures and/or “boxing out” for select pavement base repairs.

A minimum ten (10) hour rental shall be guaranteed by the Township for each mobilization. The Daily Rental Unit Price shall not include mobilization costs. Mobilization costs will be paid for by a separate line item. Please refer to “Schedule of Quantities and Unit Prices,” Item F.

15. SCHEDULE OF QUANTITIES AND UNIT PRICES:

The “Schedule of Quantities and Unit Prices” is attached and made part of the Bid Documents. Bidder shall complete the Unit Prices, Extended Unit Prices and Total for each of the **NINE (9) CATEGORIES** for which they choose to bid on; and, execute the form at bottom of page where provided. The formal Agreement will be prepared after the Awards have been made for the categories.

16. INTENT TO AWARD:

Following review and determination of low bidders for each category, the Township will issue a “Notice of Intent to Award” to each low bidder. Upon receipt of the “Notice of Intent to Award,” the bidder(s) must submit to the Township the required Certificate of Insurance as specified in Item #10 of these Contract Documents. Submission must be made within ten (10) working days from receipt of the Notice of Intent. For the purpose of this contract, a working day shall be Monday through and including Friday. Performance Bonds shall be delivered as work is assigned pursuant to the contract awarded.

**MUHLENBERG TOWNSHIP
DEPARTMENT OF PUBLIC WORKS
210 George Street
READING, PA 19605
ANNUAL EQUIPMENT RENTAL BID
JANUARY 18, 2021**

NAME OF COMPANY: _____

COMPANY ADDRESS: _____

NAME: _____ / _____
(Print) (Signature)

TITLE: _____

DATE: _____

**2021 ANNUAL EQUIPMENT RENTAL
SCHEDULE OF QUANTITIES AND UNIT PRICES**

**Only Submit Unit Prices for Each Category Interested in Bidding and
Identify the Total of Each Category Bid
on the Proposal Form Under Article 4, Categories Bid**

<u>Contract Item No</u>	<u>Description</u>	<u>Hourly Rate Based on No. of Hours</u>	<u>Total Bid</u>
A.1.	Paver w/Operator & 1 Screed Man daily rate		
A.2	Mobilization of Paver to and from site 4 hours max per each time		
	Total bid value for A.1 and A.2	Office use:	
B.1	Full Paving Crew w/Equipment daily rate		
B.2:	Mobilization of Full Paving Crew w/Equipment to and from site 8 hours max per each time		
	Total bid value for B.1 and B.2	Office use:	
C.1	Five Foot (5'), Six & One-Half Foot (6.5') with water truck and crew		
	Mobilization of above equipment and crew to and from sit, 4 hours max per each time e		
C.2	Seven & One Quarter Foot (7.25') Milling Head with water truck and crew		
	Mobilization of above equipment and crew to and from site, 4 hours max per each time		
C.3	Skid Steer with Two Foot (2') Plaining Head with water truck and crew		
	Mobilization of above equipment and crew to and from site, 4 hours max per each time		
	Total bid value for C.1,C.2, &C.3	Office use:	
D.1	30,000 lb. "0" Turn Excavator w/Off-Set Slide Boom		
	Mobilization of above equipment and crew to and from site, 4 hours max per each time		
D.2	80,000 lb. Excavator		
	Mobilization of above equipment and crew to and from site, 4 hours max per each time		
D.3	G XL (or equivalent) Dozer with six (6) way blade		
	Mobilization of above equipment and crew to and from site, 4 hours max per each time		
D.4	8,000 lb. Mini-Excavator with rubber track		
	Mobilization of above equipment and crew to and from site, 4 hours max per each time		
D.5	80 HP or Larger Backhoe w/ 0.75 CY Bucket and rubber tires		
	Mobilization of above equipment and crew to and from site, 4 hours max per each time		
	Total bid value for D.1, D.2, D.3, D.4 & D.5	Office use:	

<u>Contract Item No</u>	<u>Description</u>	<u>Hourly Rate Based on No. of Hours indicated</u>	<u>Total Bid</u>
E	TANDEM/TRI-AXLE DUMP TRUCK		
	List No. of Tri axle trucks available		
	Mobilization of above equipment and crew to and from site, 4 hours max per each time		
	Total bid value for E	Office use:	
F	GRADALL w/OPERATOR		
	Mobilization of above equipment and crew to and from site, 4 hours max per each time		
	Total bid value for F	Office use:	

NON COLLUSION AFFIDAVIT

The undersigned individual is an Authorized Agent to make this Affidavit on behalf of (Name of Contractor) _____, its owners, directors and officers. The undersigned individual also acknowledges and confirms they are the person responsible for submitting the prices and amount of this bid and furthermore states:

1. The price(s) and amount of this bid have been arrived at independently and without any consultation, communication, understanding or agreement with or between any other Contractor, Bidder or potential Bidder; AND,
2. Neither the price(s) or the amount of the Bid have been disclosed to any other firm or person who is a Bidder or potential Bidder and said prices and amounts shall not be disclosed prior to the Public Bid Opening; AND,
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 any intentionally higher amount than this Bid or other form of a complementary bid.
4. The Bid submitted by my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from any person or firm to submit a complimentary bid.
5. The Contractor, its subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last three (3) 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:

The undersigned furthermore states Contractor understands and acknowledges that the any of the above representation(s) are material and important and will be relied upon by MUHLENBERG TOWNSHIP awarding the contract for which this Bid is submitted.

NON COLLUSION AFFIDAVIT

PAGE TWO

Furthermore, the Contractor understands that any misstatement in this Affidavit is and shall be treated as fraudulent concealment from MUHLENBERG TOWNSHIP of the true facts relating to submission of this Bid.

Name of Company: _____

Company Address: _____

NAME: _____ / _____
(Print) (Signature)

TITLE: _____

Sworn to and subscribed
before me this _____ Day of _____, 2021

Notary Public My Commission Expires: _____

(SEAL)

***NOTE: Involvement in this activity does not prohibit MUHLENBERG TOWNSHIP from accepting this Bid or awarding a Contract however, it may be a ground for MUHLENBERG TOWNSHIP for determining responsibility of the Bidder.**

**MUHLENBERG TPOWNSHIP
BERKS COUNTY, PENNSYLVANIA**

BID SURETY

KNOW ALL MEN BY THIESE PRESENTS, that

_____, hereinafter called PRINCIPLE; and,
_____, hereinafter called SURETY, are hereby
bound unto MUHLENBERG TPOWNSHIP BOARD OF COMMISSIONERS, hereinafter called
OBLIGEE, as hereinafter set forth in the full and just amount of
_____, DOLLARS (\$ _____)
lawful money of the Unites States of America for the payment which we bind ourselves, heirs,
executors, administrators, successors and assigns jointly and severally firmly by these presents.

WITNESS THAT, whereas the PRINCIPAL is herewith submitting to MUHLENBERG
TOWNSHIP, BERKS COUNTY, PA a Bid Proposal dated _____ to
perform certain work for the TOWNSHIP , and consisting of **PROVIDING VARIOUS
EQUIPMENT AS STATED UNDER SECTION CLAUSE 14 “EQUIPMENT CATEGORIES”
OF THE TECNHICAL SPECIFICATION OF THE BID DOCUMENT** as described and
specified within the Bid Documents and Specifications prepared by Muhlenberg Township
Department of Public Works, 210 George Road, Reading, PA 19605.

NOW THEREFORE, in the event the PRINCIPLES Bid Proposal is rejected by the TOWNSHIP; or,
if the Bid Proposal is accepted and awarded by the TOWNSHIP and PRINCIPAL has duly executed
CONTRACT FORMS and delivered to the TOWNSHIP all required Performance, Payment and
Maintenance Bonds, Certificates of Insurance and other forms required by the Contract Documents
within the stipulated time, then this BID BOND shall be void. Otherwise, BID SURETY shall remain
in force and effect and 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
financial obligation as stated herein.

The SURETY, for value received, 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 TOWNSHIP may accept such Bid and said SURETY does hereby waive notice of any such extension of time.

IN WITNESS WHEREOF, the PRINCIPLE and SURETY cause this BOND to be signed, sealed and delivered on this _____ day of _____, 2021 .

Individual Principal: _____ / _____
Print Signature

trading and doing business as _____

Witness: _____ / _____ **SEAL**
Print Signature

Partnership Name _____

Witness:

_____ BY: _____ (SEAL)
Partner
_____ BY: _____ (SEAL)
Partner
_____ BY: _____ (SEAL)
Partner
_____ BY: _____ (SEAL)
Partner

Corporation: _____ **Corporate (SEAL)**

Witness: _____ *BY: _____
*Attorney –In- Fact

***Attach an appropriate power of attorney dated the same date of BOND, evidencing the authority of the Attorney in-fact to act on behalf of the Corporation**

**MUHLENBERG TOWNSHIP
DEPARTMENT OF PUBIC WORKS**

**ANNUAL EQUIPMENT RENTAL
AGREEMENT**

THIS AGREEMENT dated the _____ day of _____, 2021 by and between Muhlenberg Township, Berks County, PA located at 210 George Street, Reading PA 19605 (hereinafter called “Owner”) and

Name of Company

Company Address

(hereinafter called “Contractor”)

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1: WORK

- 1.1: Contractor shall provide all Rental Equipment including Qualified and Experienced Operators, skilled Laborers and Qualified and Experienced Drivers as specified herein.

Article 2: CONTRACT TIME

- 2.1: This Contract shall be good commencing April 1, 2021 to the last business day in April 2022.

Article 3: PAYMENT FOR EQUIPMENT RENTAL

- 3.1: Contractor may submit monthly invoices for all equipment used/rented pursuant to the Unit Prices bid and the actual Hours/Days worked as approved by the Public Works Superintendent.
- 3.2: All invoices and payments shall be approved by the Township Board of Commissioners at their regularly scheduled public monthly meetings typically conducted on the Third (3rd) Monday of each month.
- 3.3: For prompt payment, the Contractor shall submit monthly invoice to Township Public Works Superintendent no later than the second (2nd) Monday of each month.

3.4: In the event an invoice is submitted too late to be placed on the next meeting agenda for approval, said invoice shall be placed on the next monthly agenda for approval and payment.

Article 4: CONTRACT PRICE

4.1: Contractor shall provide the Rental Equipment pursuant to the Unit Prices for same as shown on ATTACHMENT #1 “SCHEDULE OF QUANTITIES AND UNIT PRICES” attached and made part of this AGREEMENT.

4.2: Following are the Totals of each Category bid taken from the “SCHEDULE OF QUANTITIES AND UNIT PRICES” attached and made part of this AGREEMENT.

4.3: Contractor acknowledges and agrees all Rental Quantities (Hourly/Daily) identified on the “SCHEDULE OF QUANTITIES AND UNIT PRICES” are based on anticipated Public Works projects and are approximate and are not guaranteed.

4.4: Category Totals taken from Schedule of Quantities and Unit Prices:

Bidders – Please note that this Agreement will not be completed until AFTER the Notice of Intent to Award has been issued and these Total Bid Items DO NOT need to be completed and submitted with the Bid.

<u>Item #</u>	<u>Description</u>	<u>Total Bid</u>
A.1. and A.2	Paver w/Operator & 1 Screed Man w/Mobilization	\$ _____
B.1 and B.2	Full Paving Crew w/Equipment & Mobilization	\$ _____
C.1, C.2, and C3	Milling Machines and Mobilization	\$ _____
D.1., D.2., and D.3.	Excavators & Dozer w/Mobilization	\$ _____
E.	Tri-Axle Dump Trucks	\$ _____
	List number of trucks meeting specifications owned and operated by firm: _____	
F.	Self-Propelled Rubber Tire Gradall	\$ _____
G.1, G.2 and G.3	Street Sweeper with Operator	\$ _____
H.1 and H.2	Wheel Frontend Loader without Operator	\$ _____
I.1	Catch Basin Cleaning & Disposal	\$ _____
TOTAL ALL CATEGORIES BID:		\$ _____

Written _____

Article 5: CONTRACTOR’S REPRESENTATION’S

5.1: In executing this AGREEMENT, the Contractor acknowledges they have read the Contract Documents and is capable of providing the type of equipment rental including operators, laborers and drivers as specified within the Contract Documents.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this AGREEMENT in duplicate with one (1) counterpart each delivered to the CONTRACTOR and TOWNSHIP. All portions of the Contract Documents have been signed as required by CONTRACTOR and TOWNSHIP.

This AGREEMENT shall be effective on April 1, 2021 and shall be good for a period of one (1) year to the last business day of April, 2022.

OWNER:
Muhlenberg Township
210 George Street
Reading, PA 19605

CONTRACTOR:

By:

Township Manager

By:

Owner or Authorized Agent

Township Secretary

Witness

TOWNSHIP
SEAL

CORPORATE
SEAL