

**LOWER MAKEFIELD TOWNSHIP SNOW PLOWING**  
**CONTRACT FORM**

Lower Makefield Township  
1100 Edgewood Road  
Yardley, PA 19067  
267-274-1130

**I. Contract Information**

1. All returned, signed proposal envelopes shall be clearly marked “**Snow Plowing Maintenance**” and delivered to the Lower Makefield Township Public Works Office no later than 10:00 AM on Thursday, September 17, 2020.
2. Contractor agrees to perform services for the Township accordance with the specifications for Township Snow Plowing Services.
3. Contract shall expire at the end of the 2020-2021 snow seasons.

**II. Contractor’s Certification**

Proposal of \_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

\_\_\_\_\_  
(Telephone Number & Fax Number)

It is hereby certified as follows:

- A. The only person(s) having an interest in this proposal is/are: (list self & other interested persons)
- B. None of the above persons are employees of the municipality.
- C. This proposal is made without collusion with any other person, firm or corporation.
- D. All specifications referred to above herein have been examined by and agreed to by the Contractor. The Contractor understands and agrees that all maintenance services shall be performed and provided in accordance with all the requirements of the Specifications for Township Snow Plowing Maintenance attached hereto and incorporated herein. The Contractor further understands and agrees that all work is payable in accordance with the requirements of said Specifications and attached hereto and incorporated herein.

**This Agreement with Attachments hereto contains the entire understanding between the Township and contractor. It may be modified only in writing signed by both parties, and is to be construed in accordance with the laws of Pennsylvania. The Township reserves the right to terminate this agreement by giving Contractor thirty (30) days written notice. "Upon termination of the Contract, the Township shall only be obligated to pay Contractor for any services rendered through to the date of termination".**

IN WITNESS WHEREOF, the Contractor intending to be legally bound has hereto set his hand and seal on the \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_. SEAL

(contractor)

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(By Title)

Attest: \_\_\_\_\_

Municipality:

To be executed upon acceptance of Contractor's signed proposal to the Lower Makefield Township Manager.

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

MUNICIPALITY: \_\_\_\_\_

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

ATTEST: \_\_\_\_\_

## **SPECIFICATIONS FOR TOWNSHIP SNOW PLOWING MAINTENANCE**

### **1. General Specifications**

Contractor must submit proposal on the Township Snow Plowing Services Contract and Proposal Form provided by the Township. Contractor shall provide all labor, equipment, and supplies necessary to accomplish the work and shall ensure that the work is performed in a first-class workmanlike manner.

Contract is on an **'as-needed basis'** with the Township solely determining the type and quantity of equipment needed for all snow plowing services. The Township will make every effort to provide the Contractor as much advance notification as possible before a snow removal event begins. The Township may, at any time, direct, limit or curtail any and all snow plowing services. In the event the Township assumes the performance of all snow plowing services with Township work forces, the Township may terminate any or all Contractors' Snow Plowing Services without any further obligation on the part of the Township. Township may for any reason terminate all snow plowing services hereunder by giving Contractor thirty (30) days written notice thereof. "Upon termination of the Contract, the Township shall only be obligated to pay Contractor for any services rendered through to the date of termination".

Contractors shall take all measures reasonably necessary to ensure the safety of his employees and agents, and the public, during the work.

**All Equipment must be inspected and approved by the Township Public Works Director or his/her designee prior to awarding of contract.** It is the proposing contractors' responsibility to arrange for the inspection of their equipment with the Township Public Works Department to verify compliance to proposal specifications. Any non-compliance will make null and void the contractors' proposal.

**All** selected Contractors **must** attend a pre-snow season meeting to be scheduled by the Township Public Works Department, (date to be determined).

#### ***Upon the call for mobilization:***

- Contractor is to register at 1100 Edgewood Rd. presenting one person responsible for communication and supervision of all Contractor vehicles/drivers. This person shall be the point of contact with the Township for the duration of the plow operation. Contractor shall make every effort to maintain regular communication with the Township Public Works Department.
- All equipment shall be fully operational, licensed, inspected, and well maintained furnished with an operator in possession of a valid license for the size of the vehicle. \*Vehicles at this time will be inspected to ensure proper function of mechanical and safety features.
- Equipment shall arrive for service **fully fueled** and have **fully operational safety lighting**. **Note:** The Township **will provide fuel** throughout the plow operation dispensed from the Township fueling station at 1100 Edgewood Rd. Plow vehicles will be filled with fuel at the conclusion of the operation.

- Once approved for service, equipment w/driver will be assigned a plow area(s).
- Once mobilized the contractor vehicle is **not** to leave the Township without notification to the Township Public Works Director or his/her designee.

Time is of the essence with respect to the start and completion of all work set forth in this Agreement. Work shall commence within **one (1) hour** after notification by the Public Works Department, or as otherwise directed. Any contractor that does not respond within **one (1) hour** of notification or as otherwise directed should consider this contract null and void. Any Contractor who responds and agrees to plow snow for Lower Makefield Township and leaves before the assigned area is done and inspected by Lower Makefield Township Public Works Department shall consider this contract null and void. Telephone 267-274-1130 or 1131.

## **II. Locations of Snow Plowing**

Contractors will be assigned specific areas for snow plowing of Township roads based on the size of contractor's vehicle, snow plow and other equipment available. Contractors will be available to assist in other areas of the Township after the assigned areas are completed.

## **III. Contract Duration**

The contract period is to begin upon execution of the contract and to terminate at the end of the 2020- 2021 winter season.

## **IV. Insurance Bonding**

Bidders shall supply Lower Makefield Township a certificate of insurance, worker's compensation statutory per State of Pennsylvania, General Liability, and Automobile Liability. This certificate of insurance shall name Lower Makefield Township as an "Additional Insured". Hold harmless clause certificate to be provided to protect Lower Makefield Township and at least one million (\$1,000,000) bodily injuries and property damage per occurrence and aggregate in order to qualify. Contractor shall continuously maintain such insurance during the term of the agreement. Contractors shall provide Lower Makefield Township with proof that their drivers are currently and properly licensed.

## **V. Hold Harmless and Indemnification Agreement**

The Contractor shall save and hold harmless and indemnify the Township, its agents and employees, against any and all liability, claims and costs of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance of work under the terms of their contract, resulting in whole or in part from the negligent acts or omissions of Contractor, any subcontractor, or any employee, agent or representative of Contractor.

**IMPORTANT NOTICE:** Contractors will be responsible for any replacement/restoration to resident's personal property such as but not limited to: damaged mailboxes, damaged lawns, fences etc. The Contractor shall promptly notify the Township of any damage to any personal property, as a result of the activities of the contractor and in furtherance of the Contract.

**VI. Lower Makefield Township Department of Public Works**

The Department of Public Works shall act as the sole liaison for the Township with the contractor, and shall interpret the contract documents and shall inspect the work and determine whether the work is being accomplished in accordance with the contract documents and in a first class workmanlike manner. The Department of Public Works may reject any work not so conforming or give such instructions as, in its discretion, may be necessary to correct any deficiencies. The Department of Public Works shall determine when the project has been substantially completed, and when it has been finally completed, for the purpose of approving payments to the contractor that may be dependent thereon.

# SCHEDULE OF EQUIPMENT AND RATES

## Lower Makefield Township

EQUIPMENT TYPE	HOURLY RATE W/DRIVER	INDICATE EQUIPMENT QUANTITY OFFERED
8,000-13,999 lbs. 4 x 4 truck w/8-9' power angle plow	\$120.00	
14,000-19,500 lbs. 4 x4 dual rear tire truck w/min. 8' power angle plow	\$130.00	
14,000-19,500 lbs. 4 x4 dual rear tire truck w/min. 8' power angle plow and spreader	\$135.00	
19,501-26,000 lbs. dump truck w/ min. 10' plow	\$150.00	
19,501-26,000 lbs. dump truck w/ min. 10' plow and spreader	\$155.00	
26,001-42,000 lbs. dump truck w/ min. 10' plow	\$160.00	
26,001-42,000 lbs. dump truck w/ min. 10' plow and spreader	\$165.00	
50,000 GVW or>Tandem or Triaxle dump truck w/min. 12' plow and spreader	\$225.00	
Skid loader w/min 6' bucket	\$125.00	
Wheel Loader w/3-5 CY bucket	\$175.00	
4 x 4 Loader Backhoe w/96" bucket	\$160.00	

**EQUIPMENT TOTAL** \_\_\_\_\_

**CONTRACTOR CONTACT INFORMATION:**

( ) \_\_\_\_\_  
TELEPHONE #

( ) \_\_\_\_\_  
BACK-UP TELEPHONE#

\_\_\_\_\_  
EMAIL

DATE: \_\_\_\_\_ BY: \_\_\_\_\_  
SIGNATURE

NAME/ADDRESS OF CONTRACTOR: \_\_\_\_\_

\_\_\_\_\_  
Street City State Zip