



pennsylvania
DEPARTMENT OF TRANSPORTATION

**EQUIPMENT RENTAL
PROPOSAL AND CONTRACT
(WHEN EXECUTED)
(INSTRUCTIONS ON PAGE 5)**

**(THIS PROPOSAL INCLUDES
INSTRUCTIONS TO BIDDERS)**

A. DEPOSIT OF PROPOSALS.

All envelopes containing Bid proposals shall be
clearly marked "Bid Proposal for Equipment
Leasing Opening of _____
November 10, 2026
(DATE) ."

West Pikeland Township
MUNICIPALITY (NAME & TYPE)

Sealed Proposals will be received on or before
12:00n _____, on the above Date.
TIME

Jennifer Wachsmuth
SECRETARY

1645 Art School Road

ADDRESS

Chester Springs, Pa. 19425

ADDRESS

Proposals will be opened and read at approximately
1:00PM _____, on the above Date.
TIME

PROPOSALS MUST BE MAILED OR OTHERWISE
DELIVERED TO THE ABOVE ADDRESS.

B. NAME OF CONTRACTOR (To be completed by the bidder.)

Proposal of _____

(NAME OF CONTRACTOR)

(ADDRESS)

C. SPECIFICATIONS. (To be completed by the MUNICIPALITY before proposals are distributed.)

The contractor hereby proposes and agrees.

1. To provide on a rental basis equipment described in the attached Schedule of Equipment on an as needed basis, where directed, within the geographic area described in the Schedule of Equipment for a period beginning _____ January 1, 2027 _____, and ending on _____ December 31, 2028 _____.
2. To maintain this equipment in good mechanical and operating condition and to make all repairs and / or replacements at the CONTRACTORS expense.
3. The equipment described in the Schedule of Equipment shall be provided to the MUNICIPALITY upon three (3) days oral notice for all its operations, except snow removal operations, for which purpose the equipment will be provided with two (2) hours notice of oral notification.
4. To furnish all fuel, anti-freeze, operator(s) and necessary operating attachments.
5. The CONTRACTOR shall permit the MUNICIPALITY to review all records relating to labor and equipment utilized under the terms of this agreement.
6. The CONTRACTOR shall provide adequate insurance coverage in the form of Property Damage and Bodily Injury Insurance. If required by the MUNICIPALITY, evidence of such coverage, in the form of a certificate of a qualified insurance company, must be provided when the CONTRACTOR is notified by MUNICIPALITY that his bid has been accepted.
7. The CONTRACTOR is responsible for all costs incurred in the delivery and return of the equipment.
8. When accepted by the MUNICIPALITY, this proposal will constitute a contract binding on the CONTRACTOR, their executors, administrators, successors or assignees.
9. Accompanying this proposal is a certified check or bid bond payable to the MUNICIPALITY in the amount of _____, as a proposal guarantee which, it is understood, will be forfeited in the event the CONTRACTOR is awarded the contract and fails to provide the necessary performance bond, as required in Paragraph 10.

10. The successful bidder shall, within 10 days of the award of the contract, submit a guarantee of performance of the terms of the contract in the form of a bond or certified check payable to the MUNICIPALITY in the amount of 10% of total bid. A Performance Bond shall be on the attached form (MS-970) or its equivalent. If a certified check is submitted, it will be forfeited to the MUNICIPALITY to cover any added costs to the MUNICIPALITY in the event it determines by written notice to the CONTRACTOR that any equipment was not available when needed or that its performance was unsatisfactory.

D. CERTIFICATION. (To be completed by the bidder.)

1. The only person(s) having an interest in this proposal, including owners of equipment leased by the CONTRACTOR is (are).

(NAME) (ADDRESS)

(NAME) (ADDRESS)

(NAME) (ADDRESS)

2. None of the above persons are employees of the MUNICIPALITY.
3. The CONTRACTOR has provided Workmen's Compensation Insurance for the operators of this equipment to be provided under the terms of this contract. (Where required by Law.)
4. The CONTRACTOR will comply with all the requirements of the laws and implementing regulations of the Commonwealth of Pennsylvania and of the United States relating to human relations, equal opportunity and non-discrimination in employment, and will pay to workmen employed in the performance of the contract the wages to which they may be entitled.
5. All equipment bid on is of a size and/or capacity at least as great as indicated in Col. C of the Schedule of Equipment.

WITNESSED OR ATTESTED BY:

_____ TITLE: (SEAL)	_____ OWNER BY: _____ TITLE: (SEAL)
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E. ACCEPTANCE. (To be completed by appropriate Municipal Officers only in the event the above proposal is accepted.)

ACCEPTED ON _____
(DATE)

ATTESTED BY:

_____ TITLE: (SEAL)	_____ BY: _____ TITLE: _____ TITLE:
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West Pikeland Township

Schedule of Equipment

* Must have climber available *

DESCRIPTION OF EQUIPMENT INCLUDING SIZE AND/OR CAPACITY	ESTIMATED HOURS OF USE	MODEL OR SERIES ID	YEAR MFG.	HOURLY RATE BID	ESTIMATED TOTAL
Aerial lift/bucket truck with minimum of 40' of weights/reach	100				
Support truck capable of holding wood chips generated	100				
Log truck capable of picking up and removing logs	50				
Woodchipper **	100				
Stump Grinder	50				
Estimated Total Bid					

** Woodchips must be removed by Contractor

I certify that the equipment described above will be made available to West Pikeland Township and meet all terms described in the agreement to which this schedule is attached.

(SIGN)

(DATE)

(CONTRACTOR)

PERFORMANCE BOND**(With Corporate Surety)****Attachment # 2****KNOW ALL MEN BY THESE PRESENTS, That we,** __________
as Principal and _____

a corporation incorporated under the laws of the State of _____

as Surety, are held and firmly bound unto _____

in the full and just sum of _____

(\$ _____) dollars lawful money of the United States of America, to be paid to the above

Municipality or its assigns, to which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounden Principal has entered into a contract with the above Municipality, bearing even date herewith, for the undertaking of certain obligations as therein set forth,**NOW, THEREFORE**, the condition of this obligation is such that if the above bounden Principal, as Contractor, shall in all respects comply with and faithfully perform the terms and conditions of said contract, including the Specifications and conditions referred to and made a part thereof, and such alterations as may be made in said Specifications as therein set forth, then this Obligation shall be void, but otherwise the same shall be and remain in full force, virtue and effect.

It is further provided that any alteration which may be made in the terms of the contract or its specifications with the express approval to the Municipality or the Principal to the other, shall not in any way release the Principal and the Surety or either or any of them, their heirs, executors, administrators, successors or assigns from their liability hereunder, notice to the Surety of any such alteration or forbearance being hereby waived.

IN WITNESS WHEREOF, the said Principal and Surety have duly executed this Bond under Seal, pursuant to due and legal action authorizing the same to be done on _____

(DATE OF BOND)

PLACE
SEAL
HERE**Attest / Witness**_____
CONTRACTOR**BY:** _____

TITLE: _____

TITLEPLACE
SEAL
HERE**Attest / Witness**_____
SURETY COMPANY**BY:** _____

TITLE: _____

TITLE



West Pikeland Township

HOLD HARMLESSS CLAUSE / AGREEMENT

The Township of West Pikeland, Chester County, Pennsylvania

_____ agrees to indemnify and hold harmless the Township of West Pikeland, its agents, officials, employees or any other person against loss or expense, including attorney's fees, by reason of the liability imposed by law upon the Township, except in cases of the Township's sole negligence, sustained by any person or persons, or on account of damage to property arising out of or in consequence of this Agreement, whether such injuries to persons or damage to property are due or claim to be due to any passive negligence of the Township, its employees or agents or any other person. It is further understood and agreed that the contractor shall, at the option of the Township, defend the Township of West Pikeland with appropriate counsel and shall further bear all costs and expenses, including but not limited to the expense of counsel, in the defense of any suit arising hereunder.

_____ hereby agrees to provide Certificates of Insurance to the Township providing proof that the contractor has the insurance necessary to cover its obligations to indemnify the Township as per this Agreement.

Authorizing Signature

Name/Title

Date

Attest

Name/Title

Date



West Pikeland Township

BID RESPONSE TIME ACKNOWLEDGEMENT

2027-2028 TREE REMOVAL

NOTE TO BE PART OF BID FORM:

Contractor must agree to be on site in West Pikeland Township within two (2) hours after notification from Township Official of any Emergency situation or face forfeiture of Performance Bond.

Contractor must agree to respond to request for maintenance services within sixteen (16) hours of request or face forfeiture of Performance Bond.

Township will require references of past performance and will require inspection of all equipment prior to the awarding of bids.

Contractor	Attest	Date
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Municipality	Attest	Date
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West Pikeland Township

NON-COLLUSION AFFIDAVIT

Bid Date: _____

State of Pennsylvania

County of Chester

I state that I am _____ of _____
(Title) (Name of my 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 appropriate 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 person to submit a complementary or other noncompetitive bid.
5. _____ its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in

- 7 -

WPT_NON COLLUSION AFFIDAVIT

the last four years 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 _____
(Name of my firm)

acknowledges that the above representatives are material and important, and will be rolled on by the Township of West Pikeland 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 Township of West Pikeland of the true facts relating to the submission of bids for this contract.

(Name and Company Position)

Sworn to and subscribed before me

On the _____ day of _____, 2026

Notary Public



West Pikeland Township

Bid Set No. _____

Issue to: _____

Contractor Name: _____

SPECIFICATIONS, TERMS, CONDITIONS, AND INSTRUCTIONS TO BIDDERS:

Please read carefully! The following paragraphs contain, in many instances, mandatory requirements, which if not followed may result in the rejection of non-consideration of your bid!

TREE REMOVAL

1. Wherever in these proposed forms and specifications an article or material is defined by using a trade name and catalogue number of a manufacture or vendor, the term “or approved equal”, if not inserted therewith, shall be implied. It is understood that any reference to a particular manufacturer’s product, either by trade name or by limited description, has been made solely for the purpose of more clearly indicating the minimum standard of quality desired. The term “or approved equal” is defined as meaning any other made equal in material, workmanship, and service, and as efficient and economical in operation. An article meeting those conditions may be accepted.
2. All materials, equipment, and/or supplies must conform to the regulations of the Department of Labor and Industry or any other department having established State standards by the Commonwealth of Pennsylvania.
3. For project involving any excavation or trenching, the contractor shall comply with the notification requirements of the “One-Call” system and the construction specifications of the Occupational Safety and Health Administration (OSHA).
4. Work shall be performed in accordance with the PennDOT Publication 213 - latest edition and Act 229 of 2003.
5. Work performed and materials supplied shall conform to PennDOT Specification publication 408 latest edition thereof as applicable.
6. All bids must be signed by or on behalf of the legal entity making the bid.
7. The Township reserves the right to reject any and all bids, to waive non-mandatory technical defects, and to accept or reject any part of a bid, if in its judgement, the best

interests of the Township are thereby served. If any bidder offers cash discounts, the Township reserves the right to take advantage of such offer. All costs to prepare bid are the bidders expense and no cost to the Township.

8. The Township reserves the right to award multiple contracts for this work or self-perform any type of the work.
9. No award will be made to any bidder, who, in the opinion of the Township, is in default on any bid proposal, purchase order, or contract with the Commonwealth or any of its political subdivisions and which were executed prior to the date of the bid proposal under constructions.
10. Bidder warrants to the Township that the prices in this bid are neither directly or indirectly the result of any agreement with any other bidders and shall execute a non-collusion affidavit with bid proposal.
11. No contract may be assigned, sublet, or transferred without written consent of the Township.
12. The successful bidders will be required to furnish the following bonds or other financial guarantee within 10 days of the bid award notification:
 - a. A performance bond, certified check, or letter of credit in the amount of 10% of the contract price conditioned upon the faithful performance of the contract in accordance with the plans, specifications, and conditions of the contract. If a certified check is submitted, it will be forfeited in the event the Board of Supervisors determines by written notice to the contractor that any equipment was not available when needed or that its performance was unsatisfactory.
13. The successful bidders must provide the following insurance coverage:
 - a. Liability, with limits of at least 2 million per occurrence and 2 million aggregates. West Pikeland Township shall be shown as an additional insured on the insurance certificate;
 - b. Workmen's Compensation for all employees (whereby required by law), or a certificate of exemption from insurance from the Bureau of Workmen's Compensation of the Department of Labor and Industry. Self-employed contractors with no employees are not required to supply proof of workmen's compensation coverage.
 - c. Contractor shall provide a certificate of Insurance to the Township, naming the West Pikeland Township as an additional insured. All insurance shall remain in full force and effect throughout the contract term.
 - d. Proof of insurance must be presented when returning the Performance bond or certified check.

14. Contractor shall list and include in their bid all non-owned equipment and proposed supplier.
15. Contractor shall list and include in their bid all proposed subcontractor. No subcontractor shall perform any work until copies of their certificates of insurance are received by the Township.
16. The successful bidders shall provide the Township with a fully executed Hold Harmless Clause/Agreement to indemnify the Township for any contractor's negligence in performing the contracted work.
17. The Township may award more than one bid. Contractors/Bidders are not required to bid on all equipment listed.
18. All equipment rates shall include the service of an experience operator. All rates include the furnishing and use of small hand or power tools. All equipment shall be delivered to any site in West Pikeland Township as designated by the Township Coordinator and/or Roadmaster. Specific jobs of any proportion may be let for separate bid at the discretion of the Supervisors.
19. All bids shall be accompanied with copies of valid driver's licenses, including Commercial Driver's Licenses (CDL) where applicable, for all operators of equipment bid. If any new drivers are hired or employed by successful bidders/contractors during the period of the contract, the contractors shall submit copies of valid driver's licenses, including Commercial Driver's Licenses (CDL), to the Township prior to the driver performing any work for the Township. Contractors shall conform to CDL requirements in effect at the time work is performed.
20. Contractors shall permit Township to review and audit all contractor records related to the labor and equipment included and related to the audit. At Township request, Contractor shall certify all payroll related to this contract.
21. Work shall be authorized by written work orders except for emergency callout. The successful bidders/contractors shall be required to submit daily time sheets or daily reports of work completed to the Township Roadmaster and/or Township actual time worked. Payment for Work will not be authorized until time sheets or daily logs have been submitted for the work performed. Invoices for work completed shall be submitted weekly after completion of the work, with Township payment of invoices to occur within forty-five (45) business days after receipt of an approved invoice. Copies of the Township Work Order and Daily reports are included in the bid package. All information listed on the Daily Report must be provided in a legible fashion.
22. If any work or project is declared unacceptable by the Board of Supervisors or their designee, the successful bidders/contractors shall repair, replace, or reconstruct the subject area or item at no cost to the Township. If for any reason the services of another

- contractor are necessary to the period of this bid, the contractor originally awarded the bid shall be surcharged for any additional costs incurred by the Township.
23. Costs and Time incurred by the contractors to transport employees and equipment to the job site(s) and personal transportation costs shall not be eligible for reimbursement by the Township.
 24. Bidders must provide proof of Federal/State drug/alcohol testing & physicals for the contractor's CDL employees/drivers including a date for each (per US Department of Transportation Alcohol and Drug Testing Program Regulations). Bids must be submitted unconditionally. No bidder may withdraw bid within sixty (60) days after scheduled closing time for receipt of bids.
 25. All vehicle/equipment operators shall have direct communications with the Township while on Township authorized activity. For the purpose of call out during the contract period, the contractors must have communication available to the Township on a 24 hours a day 7 days a week basis.
 26. Response Requirements:
 - a. Contractors must respond and be in the township working to any request for emergency services (i.e. road obstruction) within a two (2) hour period.
 - b. Contractors must respond and be in the township working to any request for maintenance services within a sixteen (16) hour request.
 27. All vehicles/large equipment assigned to Township activity shall be assigned a vehicle/large equipment number, which shall be readily identified on the exterior of the vehicle and on time sheets/daily log and invoices. The successful bidders at time of award shall provide the Township with the corresponding which is located on the exterior of the vehicle or equipment. The Township reserves the right to inspect and verify that these numbers correspond prior to final acceptance and execution of the contract. Failure to comply shall be justification to withdraw award.
 28. The Township reserves the right to inspect equipment at its discretion/option, to be sure it is available, operable and being properly maintained. The Township shall have the right to require the contractor to meet these specifications. Number of units to be placed in service shall be dispatched by the township.
 29. All vehicle/equipment/laborers shall adhere to PennDOT publication 67 PA Code 212.403 while on Township authorized activity latest revision thereof.
 30. Vehicle/Equipment must have proper and function emergency lighting/ Vehicles must have current inspection, insurance and registration.
 31. Bids must be submitted unconditionally. No bidder may withdraw bid within sixty (60) days after scheduled closing time for receipt of bids. Bid envelopes must contain the words "Tree Removal Bid" on the front.

32. The contract begins on January 1, 2027 and shall expire on December 31, 2028.

Please note:

Bid must be received by 12:00pm on November 10, 2026 at the Township Building. They will be open at 1:00pm on November 10, 2026. The bids will be tabulated for presentation to the Board of Supervisors for an award at a Board of Supervisors meeting.

AGREEMENT TO CONDITIONS 1-32: THESE SPECIFICATIONS, TERMS, AND
CONDITIONS ARE HEREBY ACKNOWLEDGED BY:

CONTRACTOR NAME: _____

AUTHORIZED SIGNATURE: _____

ATTEST: _____

DATE: _____

TOWNSHIP AUTHORIZED SIGNATURE: _____

ATTEST: _____

DATE: _____

Advertisement

NOTICE - Sealed TREE REMOVAL bid proposals will be received at the WEST PIKELAND TOWNSHIP BUILDING at 1645 Art School Road, Chester Springs, PA 19425 until **Tuesday, November 10, 2026, at 12:00 P.M.** The bids will be opened on **Tuesday, November 10, 2026, at 1:00 P.M.** at the Township Building at 1645 Art School Road, Chester Springs, PA 19425. The bid award is scheduled for the Board of Supervisors Meeting on **Monday, November 16, 2026, at 7:30 P.M.**

January 1, 2027, to December 31, 2028: Tree Removal

Bids shall be for the type of equipment specified or their equivalent. All available equipment shall be delivered to any site in West Pikeland Township as designated by the Foreman of the West Pikeland Township Public Works Department or other designated representative of the Township. Equipment shall be in good working order and shall include the services of an experienced operator with the license to operate the equipment.

List of Equipment:

Aerial lift/bucket truck with minimum of 40' of weight/reach – 100 hrs.

Support truck capable of holding wood chips generated – 100 hrs.

Log Truck capable of picking up and removing logs - 50 hrs.

Woodchipper - 100 hrs.

Stump Grinder – 50 hrs.

A climber must be available, and the woodchips must be removed by the contractor.

The hours shown are estimated and do not constitute a guarantee of any hours.

The Township reserves the right to accept or reject any and all bids.

Bids must be on forms furnished by the Township. Forms are available on the Township web site or at the Township Building or by contacting the Township Secretary at 610-590-5300 between the hours of 9:00 A.M. and 4:00 P.M. Monday through Thursday. Bidders are directed to take notice of the special conditions contained in the bid specifications.

Bids must be submitted in a sealed envelope plainly marked "2027-2028 TREE REMOVAL BID"

Joan Blatcher
West Pikeland Township Manager