

DATE: August 3, 2017

**NORTH LONDONDERRY TOWNSHIP
MUNICIPAL CENTER
655 EAST RIDGE ROAD
PALMYRA, PA 17078**

CONTRACT DOCUMENTS

SPECIFICATIONS AND BIDDING DOCUMENTS

FOR

2017 - 2019 ROAD REPAIR & MAINTENANCE EQUIPMENT RENTAL

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ADVERTISEMENT

2017 - 2019 ROAD REPAIR & MAINTENANCE EQUIPMENT RENTAL

SEALED BIDS for Road Repair & Maintenance Equipment Rental with operators will be received by the Board of Supervisors of North Londonderry Township, Lebanon County, PA at the Township Office, 655 East Ridge Road, Palmyra, PA, 17078 until 10:00 a.m. prevailing time, August 3, 2017.

Full specifications and bidding documents may be obtained at the North Londonderry Township Office, 655 East Ridge Road, Palmyra, PA, 17078.

Bids shall be accompanied by a certified check, or satisfactory bid bond, made payable to or naming as obligee, North Londonderry Township in an amount not less than ten percent (10%) of the amount of the base bid.

Gordon W. Watts
Township Manager

COPY

INSTRUCTIONS TO BIDDERS

Each person requesting specifications and bidding documents is furnished with one (1) complete set of documents as well as two (2) copies of the Proposal Form, two (2) copies of the Bid Bond Form, and CDL Compliance Statement. The two (2) copies of the Proposal Form and one (1) copy of the Bid Bond (if needed) along with the CDL Compliance Statement and PA Public Works Employment Verification Form shall be used to submit your Proposal.

Signatures must be in longhand and in ink. Typewritten signatures will not be accepted. Any erasure marks must be initialed by executor of the bid.

Proposals shall be accompanied by a certified check, or satisfactory bid bond, made payable to or naming as obligee, North Londonderry Township in an amount not less than ten percent (10%) of the amount of the base bid. Guarantee checks or bid bonds shall be forfeited as liquidated damages if the bidder fails to execute the contract and furnish bonds as specified, within fifteen (15) days after notification of the contract award.

The Proposal must be physically received in the Township Office by 10:00 a.m. prevailing time, August 3, 2017. Proposals presented after 10:00 a.m. will not be received or accepted. The proposals will be publicly opened and read at 10:00 a.m. prevailing time, August 3, 2017, and considered for award at the meeting of the North Londonderry Township Board of Supervisors on August 21, 2017, beginning at 7:30 p.m. prevailing time.

The Proposal must be signed by an owner, partner, or in the case of a corporation by the President or Vice President and attested by the Secretary, with the corporate seal affixed thereto. If signed by any other corporate officer, a power-of-attorney must be attached to the bid.

Place of Bid Opening

North Londonderry Twp. Office
655 E. Ridge Road
Palmyra, PA 17078

Time of Bid Opening

August 3, 2017
10:00 a.m.

Insurance Required
(Bodily Injury)

\$1,000,000 Each Person
\$1,000,000 Each Accident

Property Damage Liability
(Automobile)

\$1,000,000 Each Accident
\$2,000,000 Aggregate

Property Damage Liability
(Except Automobile)

\$1,000,000 Each Accident
\$2,000,000 Aggregate

Worker's Compensation

As required by law.

INSTRUCTIONS (Continued)

All bids must be marked "2017 - 2019 ROAD REPAIR & MAINTENANCE EQUIPMENT RENTAL" on outside of envelope.

BIDDERS ARE INVITED TO CONTACT THE TOWNSHIP OFFICE WITH ANY QUESTIONS REGARDING THE BID SPECIFICATIONS.

Bids shall be irrevocable for a period of forty-five (45) days after the bid opening and bidders may not withdraw their bids during that period.

The Township of North Londonderry reserves the right to accept or reject any or all bids and to waive technicalities and informalities in any bid for the best interest of the Township and to consider the competency and responsibility of the bidder in awarding the contract.

NOTE: PLEASE READ ALL ATTACHED PAPERS CAREFULLY. NO CHANGES OR SUBSTITUTIONS SHOULD BE MADE TO THE ORIGINAL BID DOCUMENTS.

PROPOSAL

ROAD REPAIR & MAINTENANCE EQUIPMENT RENTAL

TO : North Londonderry Township
655 East Ridge Road
Palmyra, PA 17078

Date: August 3, 2017

The undersigned hereby proposes and agrees to provide equipment and operators as specified below in the schedule of equipment on an as needed, per hour, contract basis. The equipment will be used for only those hours as directed by the Township, and the Township will pay for only those hours when the equipment was utilized. The undersigned further proposes and agrees to provide the equipment with an operator as specified below in full compliance with the General Conditions of this agreement, on an as needed basis, as directed for use within North Londonderry Township, for a period beginning on August 22, 2017, and ending on July 31, 2019.

SCHEDULE OF EQUIPMENT

A. TO BE FILLED IN BY TOWNSHIP BEFORE DISTRIBUTING BIDS			B. TO BE COMPLETED BY BIDDER			
BID ITEM	C. DESCRIPTION OF EQUIPMENT INCLUDING SIZE AND CAPACITY	D. ESTIMATED HOURS OF USE	E. MODEL OR SERIES ID	F. YEAR MFG.	G. HOURLY RATE BID	H. ESTIMATED TOTAL
1.	Loader, skid, minimum 8,500 lb. operating weight, with operator	25				
2.	Excavator, track type, ¾ cu. yd. minimum, with operator	25				
3.	Backhoe/Loader – rubber tire, with operator	25				
4.	Backhoe/Loader – rubber tire with breaker hammer, with operator	25				
5.	Backhoe/Loader – rubber tire with hydraulic tamper, with operator	25				
6.	Tandem Axle Dump Truck with operator	25				
7.	Labor Rate – Per Man	50				
			ESTIMATED TOTAL COST			

PROPOSAL (Continued)

Accompanying this proposal is a certified check or bid bond payable to North Londonderry Township in the amount of ten percent (10%) of the bid, 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.

If written notice of the acceptance of this bid is mailed, telegraphed or delivered to the undersigned within forty-five (45) days after the date of opening of the bids, or anytime thereafter before this bid is withdrawn, the undersigned will, within fifteen (15) days after the date of such mailing, telegraphing or delivering of such notice, execute and deliver a contract in accordance with specifications and bid as accepted. Along with the contract delivery, the successful bidder shall submit a guarantee of performance in terms of the contract in the form of a bond or certified check payable to North Londonderry Township in the amount of twenty five percent (25%) of the bid. If a certified check is submitted, it will be forfeited to North Londonderry Township to cover any added costs to the Township 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.

The undersigned hereby designates as his office to which such notice of acceptance may be mailed, telegraphed or delivered;

(Company Name & Address)

Telephone

Facsimile

Witness

Bidder

SEAL

Printed Name

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we

(Contractor Name & Address)

as Principal, hereinafter called the Principal, and

(Surety Company)

a corporation duly organized under the laws of the State of _____, as Surety, hereinafter called the Surety, are held and firmly bound unto the Township of North Londonderry, Palmyra, Lebanon County, PA, as Obligee, hereinafter called the Obligee, in the

sum of _____

Dollars (\$ _____), for the payment of which sum will and truly be made, the said Principal and said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, The Principal has submitted a proposal for furnishing and delivering

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract, or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

BID BOND (Continued)

Signed and sealed this _____ day of _____, A.D. 2017.

IN THE PRESENCE OF:

Printed Name

Title:

Printed Name

Title:

Principal

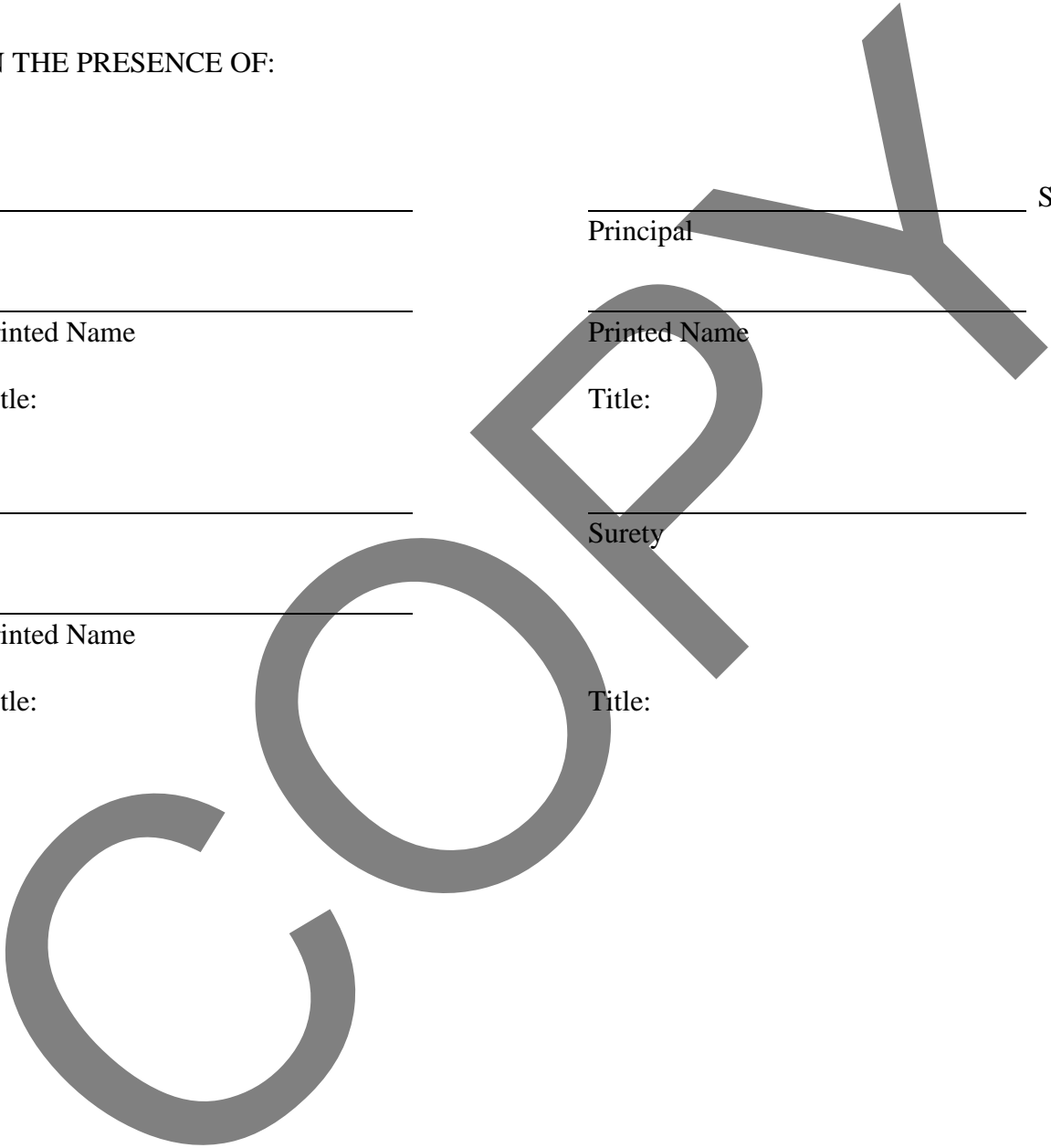
Printed Name

Title:

Surety

Title:

SEAL



CDL COMPLIANCE STATEMENT

The Parties to this contract agree the relationship between the Contractor and the Township is one of independent contractor and not employer/employee and that the individual employees of the Contractor who will be performing the work pursuant to this Contract are not employees of the Township. The Contractor hereby certifies, represents, and warrants to the Township each person performing any aspect of the work pursuant to this Contract who are required to have a commercial driver's license: (1) are in a program for drug and alcohol testing in accordance with the Federal Omnibus Transportation Employee Testing Act of 1991 and the federal regulations adopted pursuant thereto and (2) hold a valid Commercial Driver's License.

Due to the nature of the work that the Contractor may perform for the Township, the Contractor must use employees who perform safety-sensitive functions for which a Commercial Driver's License (CDL) is typically required. Section 382.301(d)(2) of the Federal CDL Regulations requires that, prior to being awarded any contract by the Township, and every six (6) months of the Contract, the Contractor must certify that it remains in a qualified CDL drug and alcohol testing program.

If the Contractor is not participating in a qualified CDL drug and alcohol testing program at the time of the awarding of the Contract, or at any six (6) month re-certification point, then all the Contractor's CDL employees must obtain a negative result on a pre-employment drug test before beginning (or continuing) contracted work for the Township at the expense of the Contractor.

Contractor's Name _____

Contractor's Address _____

**By signing below, I verify the Contractor is a current participant in the following
CDL testing program conforming to CFR Part 40.**

Contractor's Authorized Representative _____

Today's Date ____/____/____

Signature of Authorized Representative _____

Contractor's CDL Testing Program _____

Testing Program Address _____

Testing Program Contact Person _____

Testing Program Phone Number _____



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 State 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

CONTRACT

THIS CONTRACT AND AGREEMENT entered into this _____ day
of _____ 2017, by and between _____

hereinafter called Contractor and NORTH LONDONDERRY TOWNSHIP, 655 East Ridge Road, Palmyra, PA.

The Contractor hereby proposes and agrees to provide equipment and operators as specified below in the schedule of equipment on an as needed, per hour, rental basis. The equipment will be used for only those hours as directed by the Township, and the Township will pay for only those hours when the equipment was utilized. The undersigned further proposes and agrees to provide the equipment with an operator as specified below in full compliance with the General Conditions of this agreement, on an as needed basis, as directed for use within North Londonderry Township, for a period beginning on August 22, 2017, and ending on July 31, 2019.

SCHEDULE OF EQUIPMENT

A. TO BE FILLED IN BY TOWNSHIP BEFORE DISTRIBUTING BIDS			B. TO BE COMPLETED BY BIDDER			
BID ITEM	C. DESCRIPTION OF EQUIPMENT INCLUDING SIZE AND CAPACITY	D. ESTIMATED HOURS OF USE	E. MODEL OR SERIES ID	F. YEAR MFG.	G. HOURLY RATE BID	H. ESTIMATED TOTAL
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3.	Backhoe/Loader – rubber tire, with operator	25				
4.	Backhoe/Loader – rubber tire with breaker hammer, with operator	25				
5.	Backhoe/Loader – rubber tire with hydraulic tamper, with operator	25				
6.	Tandem Axle Dump Truck with operator	25				
7.	Labor Rate – Per Man	50				
			ESTIMATED TOTAL COST			

This Contract constitutes the entire agreement between the parties hereto and its provisions shall not be changed, except in writing, agreeable to both parties.

IN TESTIMONY WHEREOF, Said parties have hereunto set their hands the day and year above.

CONTRACTOR

North Londonderry Township
PURCHASER

Signature

Chairman

Printed Name

Title:

Attest

Attest

COPY

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

that _____

as Principal, hereinafter called Vendor, and

as Surety, hereinafter called Surety, are held and firmly bound unto NORTH LONDONDERRY TOWNSHIP, 655 East Ridge Road, Palmyra, PA, as Oblige, in the amount of

_____ Dollars (\$ _____),

for the payment whereof Vendor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Vendor has by written agreement dated _____

entered into a contract with North Londonderry Township for _____

in accordance with specifications attached, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such that, if Vendor shall faithfully perform all the terms and conditions of the above mentioned contract, and within time mentioned, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by North Londonderry Township.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the contract falls due.

PERFORMANCE BOND (Continued)

No right of action shall accrue on this bond to or for the use of any person or corporation other than North Londonderry Township named herein or the successors of North Londonderry Township.

Signed and sealed this _____ day of _____, A.D. 2017.

IN THE PRESENCE OF:

Principal

SEAL

Printed Name

Printed Name

Title:

Title:

Surety

SEAL

Printed Name

Title:

Title:

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____
_____ of _____
_____, as PRINCIPAL and _____
_____ a corporation incorporated under the laws of the State
of _____
_____ as SURETY, are held and firmly
bound unto the _____
in the full and just sum of _____
(\$ _____), dollars, lawful money of the United States of America, to be paid to the
said _____ 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, hereinafter called Obligee, bearing even date herewith, for Road Repair &
Maintenance Equipment Rental:

_____ for approximately the sum of _____
(\$ _____) dollars.

NOW, THEREFORE, the condition of this obligation is such that if the above bounden
PRINCIPAL shall and will promptly pay or cause to be paid in full all sums of money which may
be due by contract or otherwise, to any individual, firm, partnership, association or corporation, for
all material furnished or labor supplied or performed in the prosecution of the work, whether or not
the said material or labor entered into and became component parts of the work and for rental of
the equipment used and services rendered by public utilities in, or in connection with the
prosecution of such work, then this obligation to be void, otherwise to remain in full force and
effect.

PAYMENT BOND (Continued)

The PRINCIPAL and SURETY, hereby, jointly and severally, agree with the Obligee herein that any individual firm, partnership, association or corporation, which has performed labor or furnished material in the prosecution of the work as provided, and any public utility which has not been paid in full therefore, may sue in assumpsit on this Payment Bond in his, their, or its own name and may prosecute the same to final judgment for such sum or sums as may be justly due him, them or it, and have execution thereon. Provided, however, that the Obligee shall not be liable for the payment of any costs of expenses of such suit.

RECOVERY by any individual, firm, partnership, association or corporation hereunder shall be subject to the provisions of the "Public Works Contractors' Bond Law of 1967", Act No. 385, approved December 20, 1967, P.L. 869, which Act shall be incorporated herein and made a part hereof, as fully and completely as though its provisions were fully and at length herein recited.

It is further provided that any alterations which may be made in the terms of the contract or in the work to be done or materials to be furnished or labor to be supplied or performed under it or the giving by the Obligee of any extension of time for the performance of the contract or any other forbearance on the part of either the Obligee or the Principal to the other, shall not in any way release the PRINCIPAL and the SURETY or SURETIES of any such alteration, extension or forbearance being hereby waived.

IN WITNESS WHEREOF, the said PRINCIPAL and SURETY have duly

executed this Bond under seal this _____ day of _____, 2017.

IN THE PRESENCE OF:

Printed Name

Title:

Printed Name

Title:

CONTRACTOR

Printed Name

Title:

Surety Company **SEAL**

Title:

GENERAL CONDITIONS

1. To provide on a rental basis, the equipment described in the attached Schedule of Equipment on an as needed basis, as directed for use within North Londonderry Township, for a period beginning on August 22, 2017 to July 31, 2019.
2. To maintain this equipment in a 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 **TOWNSHIP** within three (3) days oral notice for all its operations.
4. The **CONTRACTOR** shall furnish all fuel, anti-freeze, operator(s) and necessary operating attachments.
5. The **CONTRACTOR** shall permit the **TOWNSHIP** 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 Liability, Property Damage, Bodily Injury, and Automotive Insurance, with insurance certificates to be supplied to the **TOWNSHIP**.
7. The **CONTRACTOR** is responsible for all costs incurred in the delivery and return of the equipment.
8. When accepted by the **TOWNSHIP**, this agreement constitutes a contract binding on the **CONTRACTOR**, their executors, administrators, successors or assignees.
9. The **CONTRACTOR** shall provide Worker's Compensation Insurance for the operators of his equipment as required by law.
10. The **CONTRACTOR** will comply with all applicable laws and regulations of the Commonwealth of Pennsylvania and of the United States relating to human relation, equal opportunity and non-discrimination in employment, and will pay to workers employed in the performance of the contract wages to which they are entitled.