

BOARD OF SUPERVISORS
EAST GOSHEN TOWNSHIP
CHESTER COUNTY
1580 PAOLI PIKE, WEST CHESTER, PA 19380-6199

NOTICE - On **Monday December 5th, 2022** at 10:00 AM at the East Goshen Township Building, located at 1580 Paoli Pike, in East Goshen Township, in Conference Room 2 (2nd Floor), sealed bids will be opened for the following:

Fuel:

- 1) 2,000 gallons 89 octane unleaded gasoline
- 2) 8,000 gallons #2 diesel fuel

Milling Machine: Two

This Bid will be shared with Uwchlan Township and East Goshen Township

- 1) 1.3-meter-wide milling drum. Shall be capable of milling next to vertical curb. Milling depth shall be adjustable from a minimum of 0.0 inches to 12.0 inches.
- 2) Milling Machine will have a 7' x2" wide milling head with a self-loading conveyor. the milling machine shall have a front loading conveyor. The conveyer shall be covered and shall be capable of loading dump truck that has a tail gate height of 12 feet. The milling machine shall be equipped with a water system for dust control.

Rental Equipment Without Operators:

This bid will be shared with Uwchlan Township and East Goshen Township

- 1) Track loader – 2-yard bucket
- 2) Hydraulic excavator 20 ft. depth
- 3) Dozer 80 HP
- 4) Rubber Tire Loader with a 2-yard bucket
(delivered Nov. 30th thru March 31st)
- 5) Asphalt roller 90hp. 60" drum
- 6) Skid steer with attachments, Hammer & 36" planer
- 7) 2 – Long Stick Excavators
- 8) 25 to 30-ton capacity articulated off road trucks
- 9) 2500 Gallon Water Truck

Signs and Posts: PA DOT Approved, Traffic Control, Street Signs and Posts

Soda Ash:

- 1) 10,000 lbs. grade 100 soda ash
- 2) 14,000 gallons of Aluminum Sulfate 50% Low Iron
*Must be delivered in a straight tank truck, NO TRAILERS
- 3) 10,000 gallons of Caustic Soda 25% “ Sodium Hydroxide” in liquid bulk delivery

Tri Axle Dump Truck Rental:

- 1) Estimates 80 Hours
- 2) Must have certificate of insurance naming the Township additionally insured.
- 3) The operator must have a valid CDL driver’s license
- 4) All work will be billed on an hourly basis
- 5) Capable of hauling 22 tons

All-Terrain Crawler Carrier Utility Machines Rental:

- 1) Quantity 2 – rental
- 2) Rubber tracks not required
- 3) Carrying capacity 28,000 lbs.
- 4) Horsepower 320 hp 1800 RPM

Rock Crusher – Rubble Master:

- 1) Rental – Rock Crusher
- 2) Rubble Master RM70GO or Comparable

Specifications are available on the Township Website www.eastgoshen.org . All bids must be submitted on forms provided by the Township. The Township reserves the right to reject any or all bids.

EAST GOSHEN TOWNSHIP
Mark S. Miller
Director of Public Works

**Please publish Monday October 31st and Monday November 14th 2022.
Please provide proof of publication to Public Works Department**

**EAST GOSHEN TOWNSHIP
MILLING MACHINE RENTAL SPECIFICATIONS**

2023

1. SCOPE OF WORK: Supply a self-propelled milling machine as needed for Township personnel to operate. **This bid will be shared with Uwchlan Township and East Goshen Township.**

2. EXAMINATION OF THE PROPERTY: Not applicable

3. SPECIFICATIONS AND DOCUMENTS: Bidders are advised to examine carefully the specifications and all documents describing the proposed work and to make their own independent judgment with respect to the circumstances affecting the cost of work required by said documentation.

4. TOWNSHIP RESPONSIBILITIES: The Township shall be responsible for picking up and returning the machine to the contractor, provided the contractor's yard at which the milling machine is located within twenty (20) miles of the East Goshen Township Building, located at 1580 Paoli Pike, West Chester, PA. The Township will operate the machine and provide fuel as needed. The Township will provide the Contractor with a certificate of insurance showing that they are provided coverage for the milling machine.

5. CONTRACTORS SCOPE OF WORK AND OBLIGATIONS: The contractor shall provide the Township with a self-propelled milling machine meeting the following minimum specifications.

The milling machine shall have 1.3 meter wide milling drum and shall be capable of milling next to vertical curb. Milling depth shall be adjustable from a minimum of 0.0 inches to 12.0 inches.

The second milling machine will have a 7' x 2" wide milling head.

The milling machines shall have a front loading conveyor. The conveyer shall be covered and shall be capable of loading dump truck that has a tailgate height of 12 feet.

The milling machines shall be equipped with a water system for dust control.

A permit from Penn DOT shall not be required to transport the milling machines over public roads.

6. WORKMEN'S COMPENSATION INSURANCE: Not applicable.

7. LIABILITY INSURANCE: The Contractor shall maintain, during the term of this contract at its sole expense, the following minimum liability insurance coverage:

A. General public liability insurance (non-automotive) for bodily injury and property damage in the amount of \$500,000.00 per occurrence but with the aggregate limit of \$1,000,000.00.

B. Automotive liability insurance for bodily injury and property damage in the amount of \$500,000.00.

C. CANCELLATION OF INSURANCE: Each and every policy of insurance maintained in accordance with the terms of these specifications or the contracts entered thereunder, shall carry with it an endorsement to the effect that the insurance carrier will convey to the Township, by certified mail, return receipt requested, written notice of any modification, alterations or cancellations of any policy or policies or the terms thereof; and said written notice must be received by the Township, at least ten (10) days prior to the effective date of any such modification, alteration or cancellation. If such modifications, alterations or cancellations shall cause the insurance coverage required hereunder to fail to meet the minimum requirement set forth herein, the contractor shall be deemed to be in default and the Township shall terminate this agreement as of the effective date of said change in insurance coverage and the surety on the performance bond shall be held responsible by the Township for any loss arising as a result thereof.

D. GOVERNMENTAL IMMUNITY WAIVER: Not applicable

A certificate of insurance depicting the aforementioned coverage limits shall be submitted within fourteen (14) days after notification of award of the contract.

8. HOLD HARMLESS PROVISION: Not applicable.

9. BONDS:

A. Bid Bond: A bid bond is not required.

B. Performance Bond: The successful bidder will be required to obtain and post a performance bond in the amount of 100% of the contract amount. The performance bond shall be in a form acceptable to the Township.

The performance bond shall be submitted within fourteen (14) days after notification of the award of the contract.

C. Payment Bond: A payment bond is not required.

11. FORM OF BID: All bids must be on the form provided by the Township. A bidder may not withdraw his bid for a period of ninety (90) days after the bid opening.

Bids must be placed in a sealed envelope and clearly labeled "Milling Machine Bid".

12. ADDENDUM(S): Any addendum(s) will be posted on the East Goshen Township Web Page www.eastgoshen.org on the Public bids and RFP page. See “Public Bid Notices and RFPs” under the “General Info”.

13. BID AWARD: The selection of the low bidder shall be at the sole discretion of the Board of Supervisors. The Board of Supervisors of East Goshen Township specifically reserves the right to waive technicalities, to reject any or all bids or items herein and to make the award that is in the best interests of the Township.

14. NOTICE TO PROCEED: Upon receipt of the required performance bond and certificates of insurance, a notice to proceed shall be issued by the Township to the contractor.

15. COMPLETION: Not applicable.

16. TERM: The term shall be for a period of one from the date of execution of the Agreement.

17. PAYMENT: The Contractor will be paid within fifteen (15) calendar days after receipt of the invoice. Payment shall be based on the actual number of days used.

EAST GOSHEN TOWNSHIP PROPOSAL FORM

MILLING MACHINE RENTAL

(please print or type):

Date _____

Firm Name _____

Address _____

Contact Person _____

Telephone _____ Fax _____

E-Mail _____

This proposal is submitted in accordance with your advertisement inviting bids to be received by East Goshen Township at the Township Building, 1580 Paoli Pike, West Chester, PA, 19380, until **10:00 A.M. on Monday, December 5th, 2022.**

After examining all of the bid documents and specifications, we hereby propose to furnish the equipment described in the Milling Machine Rental Specifications, dated 2023, and any addendum(s) to the satisfaction and acceptance of the Township, for the sum as stated below.

Daily Rental Rate (8 Hours) _____

Estimated number of days Ten (10)

Total Cost _____

In submitting this proposal, it is understood that it is the right of the Township to reject any or all proposals or parts thereof, and to waive any informalities or technicalities in said proposals. This proposal shall remain firm for at least ninety (90) days from bid opening.

The undersigned further agrees that he possesses the necessary skill required to determine the adequacy of the Specifications for the project for the purpose of arriving at the contract price, and that he has exercised this skill and that he finds them fit and sufficient for the purpose intended and free from ambiguities, and also has carefully examined: the Specifications and the site of the project, and from his own investigations, has satisfied himself as to the nature and character of the work to be performed, the equipment needed for the project, the general and local conditions, and any other matters which may in any way affect the project and that he has

complied with every requirement of this invitation.

The undersigned hereby acknowledges receipt of the following addendum(s):

Attest:

Title

Signature

Print Name

**AGREEMENT BETWEEN EAST GOSHEN TOWNSHIP, UWCHLAN TOWNSHIP
AND CONTRACTOR**

THIS AGREEMENT, made the _____ day of, _____ in the year 2022
between

hereinafter called the CONTRACTOR, and East Goshen Township, Chester County,
Pennsylvania, hereinafter called the TOWNSHIP.

Witnessed that the CONTRACTOR and the TOWNSHIP for the considerations hereafter named,
agree as follows:

ARTICLE 1 - SCOPE OF WORK: The CONTRACTOR shall furnish all the milling machine in
accordance with the Specifications, dated 2022 and addendum(s).

ARTICLE 2 - THE CONTRACT: The TOWNSHIP shall pay the CONTRACTOR for the
performance of the contract, in accordance with the contract documents.

ARTICLE 3 - THE CONTRACT DOCUMENTS: This Agreement and the following
enumerated documents form the contract and they are as fully a part of the contract as if attached
hereto or hereinafter repeated, and are termed the Contract Documents.

1. Notice to Bidders
2. Specifications dated 2023
5. Addendum(s) as listed below

ARTICLE 4 – TERM: The Term of the Agreement shall be for a period of one (1) year from the
date of execution of the Agreement by the Township.

IN WITNESS WHEREOF, the parties hereto set their hands and seal the day and year first above written.

EAST GOSHEN TOWNSHIP
BOARD OF SUPERVISORS

Township Secretary

CONTRACTOR

Witness

Signature

Print Name



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 December 5, 2022 (DATE)." ."

East Goshen MUNICIPALITY (NAME & TYPE)

Sealed Proposals will be received on or before 10:00 AM, on the above Date. TIME

Derek Davis SECRETARY 1580 Paoli Pike ADDRESS West Chester, PA 19380 ADDRESS

Proposals will be opened and read at approximately 10:00 AM, 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, 2023, and ending on December 31, 2023.
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 30 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 _____. 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)

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:

SCHEDULE OF EQUIPMENT

A. TO BE FILLED IN BY THE MUNICIPALITY BEFORE PROPOSALS ARE DISTRIBUTED.		B. TO BE FILLED IN BY BIDDER				
BID ITEM	C. DESCRIPTION OF EQUIPMENT INCLUDING SIZE AND / OR CAPACITY	D. ESTIMATED HOURS OF USE	E. MODEL OR SERIES ID	F. YEAR MFG.	G. HOURLY RATE BID	H. ESTIMATED TOTAL
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
13.						
14.						
15.						

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

(SIGN) 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)



Attest / Witness

CONTRACTOR

TITLE

BY: _____
TITLE:



Attest / Witness

SURETY COMPANY

TITLE

BY: _____
TITLE: