

SPECIFICATIONS, PROPOSAL, AND CONTRACT

For services in the Borough of Chambersburg for the following:

**ELECTRIC LINE TREE TRIMMING MAINTENANCE
FROM OCTOBER 1, 2024 TO SEPTEMBER 30, 2026**

ISSUED

August 26, 2024

Bids for **Electric Line Tree Trimming Maintenance from October 1, 2024 to September 30, 2026** as covered by attached specifications must be received by Town Council of the Borough of Chambersburg before **10:00 a.m., legal time, September 24, 2024** at the office of the Borough Secretary, 100 South Second Street, Chambersburg, Pennsylvania 17201.

TOWN COUNCIL OF THE BOROUGH OF CHAMBERSBURG

For further information:

Jeffrey M. Heverley, Director of Electric Utilities
717-251-2418 or jheverley@chambersburgpa.gov

NOTICE – SEEKING BIDS

**Electric Line Tree Trimming Maintenance
From October 01, 2024 to September 30, 2026**

The Borough of Chambersburg is accepting sealed bids for:

Electric Line Tree Trimming Maintenance from October 01, 2024 to September 30, 2026

A complete proposal packet may be obtained from:

Jamia L. Wright, Borough Secretary
Borough of Chambersburg
100 South Second Street
Chambersburg, PA 17201
Phone: (717) 251-2437 or
www.chambersburgpa.gov

The Town Council intends to award a contract, (the “Agreement”) either to the overall lowest responsible bidder for each item separately as determined by Town Council in the best interest of the Borough of Chambersburg.

There will not be a Pre-Bid meeting to discuss this Bid and Agreement.

Proposal Bonds, Performance Bonds, and Payment Bonds are not required for this Bid.

Bids shall be submitted only on the enclosed Bid Form included in the Bidding Documents. While Bidders may make comments to clarify their bid, Bidders cannot change, modify, delete, or make additions to the wording to any of the Bidding Documents, including the Agreement. Unauthorized conditions, exceptions, limitations, or provisions attached to a bid may be cause for rejection of the bid. Alterations by erasure or interlineation must be explained or noted in the bid over the signature of the Bidder. Any questions regarding the Bidding Documents shall be submitted as Requests for Interpretation and the Bidding Documents may only be modified by Addendum issued by the Borough prior to the Bid opening date.

The Town Council of the Borough of Chambersburg reserves the right to reject any or all bids; to waive any defects, errors, omissions, irregularities or informalities in a Bid or the Bid procedure; and to accept any Bid which it may deem to be for or in the best interest of the Borough of Chambersburg.

Bids will be received at the above address until **10:00 a.m., on September 24, 2024**. Any Bid received after said date and time will be returned unopened. All bids must be in a sealed envelope clearly marked “Bid for Borough of Chambersburg”, bearing the name of the bidder and “**Electric Line Tree Trimming Maintenance from October 01, 2024 to September 30, 2026**”. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation “**BID ENCLOSED**” on the face of it. Please mail bids to Attention: Jamia L. Wright, Borough Secretary.

Bids may be taken under advisement and the award of the Agreement, if awarded, will be made within forty-five (45) days after the date of the opening of the Bids. The Town Council reserves the right to formally accept a Bid and award the Agreement by public announcement at a regular meeting of the Town Council.

The Borough of Chambersburg is an Equal Opportunity Employer. Minority and women owned business and those defined as SERB's under State regulations are encouraged to submit proposals.

INSTRUCTIONS TO BIDDERS

1. Project Overview

The Borough of Chambersburg (the “Borough”) is seeking bids from qualified bidders for the following maintenance service (the “Work”) and as further described in the Specifications herein:

Electric Line Tree Trimming Maintenance from October 01, 2024 to September 30, 2024

The Borough is seeking qualified bidders to perform maintenance work along Borough electric facilities, trimming or removing all trees, brush, vines, and hedges designated by the Borough which interfere with the electric distribution lines, street lights, and traffic signals of the Borough or which may interfere with extensions or reconstruction thereof. The Agreement for Item I is based on existing electrical system as of September 1, 2024, which includes distribution, traffic signals, and general lighting. The Agreement for Item II is based on existing 69 kV Transmission system as of September 1, 2024. Other Borough Departments may utilize the pricing awarded in Item III for other general assistance throughout the Borough. The Borough reserves the right to separately bid or quote out other significant jobs throughout the year.

2. Bidding Documents

The Bidding Documents include the following documents:

- Notice / Advertisement
- Instructions to Bidders
- General Terms and Conditions
- Specifications
- Exhibits 7, 10, and Maps
- Non-Discrimination Notice
- Bidder Affidavit
- Non-Collusion Affidavit
- Bidder’s Questionnaire
- Proposal
- Agreement
- Public Works Employment Verification Form
- Receipt of Confirmation of Bidding and Contract Documents
- Addenda (if released by Borough)
- Receipt of Addenda (if Addenda is released by the Borough)

3. Copies of Bidding Documents

A complete set of Bidding Documents may be obtained by the Bidder at:

Borough of Chambersburg, 100 S. Second Street, Chambersburg, PA 17201.

The Bidding Documents may also be obtained electronically at www.chambersburgpa.gov. All prospective bidders who obtained the Bidding Documents electronically must fax a “Receipt of Confirmation” form no later than 9:00 AM on September 24, 2024 to Jamia Wright at (717) 261-3240.

Complete sets of the Bidding Documents shall be used in preparing the Bid. The Borough does not assume responsibility for any errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

4. **Contractor**

The successful bidder(s) will be known as the Contractor. The successful bidder(s) to whom a contract (the “Agreement”) is awarded will be required to comply with all applicable federal and state laws, rules, regulations, orders and approvals, and all applicable Borough ordinances, rules and regulations.

5. **Qualifications of Bidders**

It shall be known that Contractor will be working in close proximity to energized electrical lines up to 12,470 kV nominal phase to phase voltage. Lines normally cannot and will not be de-energized for contracted work to occur. Any and all proper training, certifications, safety gear, and equipment necessary to perform such work shall be the responsibility of the Contractor.

To demonstrate Bidder’s qualifications to perform the Work, the Bidder shall submit with the Bid a completed Bidder’s Questionnaire, as contained in the Bidding Documents.

Submission of financial information is not required with the Bid, however, the Borough reserves the right to request such information within five (5) calendar days after the Bid opening date. Each Bid must contain evidence of Bidder’s qualification to do business in the Commonwealth of Pennsylvania, or covenant to obtain such qualification prior to and as a condition of the award for the Agreement.

No bid will be accepted from, nor will any contract be awarded to any person who is in arrears with the Borough upon debt or contract, or who is in default as surety or otherwise, upon any obligation to said Borough or whose work has heretofore proved unsatisfactory or dilatory.

6. **Interpretations and Addenda**

Any questions or requests for interpretation of any provision of the Bidding Documents or Specifications shall be made to Mr. Jeffrey Heverley, Director of Electric Utility, at jheverley@chambersburgpa.gov, or 717-251-2418 at least five (5) days prior to the submission deadline.

The Borough may issue an Addendum if deemed necessary by the Borough to address or clarify the Bidding Documents up to three (3) days prior to the submission deadline. Questions received after five (5) days prior to the date for opening Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral statements, interpretations, or clarifications will not be binding or legally effective. A Bidder who fails to acknowledge receipt of any such Addendum with its Bid, as documented in a “Receipt of Addenda” form will be construed as though the Addendum had been received and acknowledged.

7. **Security**

Proposal Bonds, Performance Bonds, and Payment Bonds are not required for this Bid or Agreement.

8. **Proposal Form**

The Bid price of each item on the Proposal form must be stated in numerals and, if required, in words. Subject to the Borough’s right to correct a Bidder’s mathematical totals, a discrepancy between the word and numeral for a particular item will be resolved in favor of the word.

The Proposal Form (hereinafter the “Bid”) of an individual must be signed by the individual person. The Bid of a partnership must state the names of each partner and it must be signed by at least one partner. The Bid of a corporation must show the State of incorporation and must be signed by the President or Vice President. All names must be typed or printed below each signature. Bid prices shall be inclusive and shall include, if applicable, all taxes of whatever nature. Submission of prices for Alternates, if any, is mandatory.

IN ORDER TO BE CONSIDERED FOR BACKUP OR EMERGENCY HOURLY WORK YOU MUST SUBMIT A PROPOSAL ON THIS AGREEMENT

The following should be considered by the Bidder with Bid submission, if applicable:

Tax: Pennsylvania sales tax is **not** to be included in the bid. Tax exemption certificate will be furnished to the Contractor. The Borough is sales tax exempt. However, the Contractor is not exempt from the obligation to follow appropriate tax laws in the procurement of materials and services used in the performance of this Agreement. Bidder shall obtain legal advice to determine how and to what extent the Borough's tax exemption may be utilized by the Contractor. The Borough will provide, at the Contractor's request, documentation required to obtain applicable tax exemptions.

9. **Submission of Bids**

Bids shall be submitted no later than the time and place indicated in the Notice. All bids must be in a sealed envelope clearly marked "Bid for Borough of Chambersburg", bearing the name of the bidder and "**Electric Line Tree Trimming Maintenance from October 01, 2024 to September 30, 2026**". If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it. Please mail bids to Attention: Jamia L. Wright, Borough Secretary. The Bidder is solely responsible for delivering Bid to the Borough at the location of, and by the time of, the Bid opening designated in the Notice.

Please be advised that all employees performing work under this Agreement shall comply with ANSI Z133.1-2012 and OSHA 29 C.F.R. Sections 1910.268, 1910.269, 1910.333 Safety Standards. Certification of all such employees as required in OSHA 29 C.F.R. 1910.269 is required and proof of this certification shall accompany this bid. **PROPOSALS WITHOUT TRIMMERS ANSI AND OSHA CERTIFICATION WILL BE REJECTED.**

The following completed documents are to be submitted with the Bid and will become a condition of the Bid:

- Proposal
- Bidder Affidavit
- Non-Collusion Affidavit
- Bidder's Questionnaire
- Tree Trimmers ANSI and OSHA Certification
- Receipt of Addenda (if applicable)

Bidders may provide comments to clarify or describe their technical offer, but Bidders cannot change, modify, delete, or make additions to the wording to any of the Bidding Documents, including but not limited to the Agreement, General Conditions, or the Proposal form. **Unauthorized conditions, exceptions, limitations, or provisions attached to the bid may be cause for rejection of the bid.** Any questions regarding the Bidding Documents shall be submitted as a request for interpretation and the Bidding Documents may only be modified by Addendum issued by the Borough prior to the Bid opening date.

It is the responsibility of each Bidder before submitting a Bid to:

- A. examine and carefully study the Bidding Documents, including any Addenda or Memorandum and the related data identified in the Bidding Documents;
- B. if specified, or if, in Bidder's judgment, any local condition may affect cost, progress, or performance of the Work, visit the Point of Destination to become familiar with the local conditions;
- C. become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, or the performance of the Work;
- D. carefully study and correlate the information known to Bidder, and information and observations obtained from Bidder's visits, if any, to the Point of Destination, with the Bidding Documents;

- E. promptly give the Borough written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by the Borough is acceptable to Bidder; and
- F. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing the Work.

10. Modification and Withdrawal of Bids

Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

After the Bid opening, Bidder may withdraw its Bid only by complying with applicable Federal, State, or local laws and regulations. Unless prohibited by such applicable laws and regulations, or if there are no applicable laws and regulations, Bidder shall forfeit the entire amount of Bid security upon withdrawal of its Bid, if bid security is required.

11. Bids to Remain Subject to Acceptance

Bids shall remain open for a period of forty five (45) days from the date of Bid opening unless award is delayed by a required approval from a governmental agency, the sale of bonds or notes, or the award of a grant or grants, in which event the Bids shall remain open for a period of one hundred twenty (120) days from the date of Bid opening. The Borough will either award the Agreement within the applicable time period or reject all Bids, returning the Bid security to the Bidders. Thirty (30) day extensions of the date for the award may be made by the mutual written consent of the Borough and the apparent successful Bidder.

12. Award of Agreement

The Borough reserves the right, without limitation, to reject any or all Bids, including without limitation the rights to reject any or all nonconforming, nonresponsive, unbalanced or conditional Bids and to reject the Bid of any Bidder, if the Borough believes that it would not be in the best interest of the project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the Borough. The Borough also reserves the right to waive all irregularities or informalities not involving price, time, or changes in the Work and to negotiate contract terms with the successful Bidder.

The Borough will correct discrepancies in Bidder's mathematical totals. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

In evaluating Bids, the Borough may conduct such investigations as the Borough deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of Bidders, proposed sub-contractors, suppliers, and other persons and organizations to perform and furnish the Goods in accordance with the Bidding Documents to the Borough's satisfaction within the prescribed time. The Borough reserves the right to interview bidders.

If the Agreement is to be awarded, the Borough will give the apparent successful Bidder a Notice of Intent to Award for applicable Item(s).

13. Signing of Agreement

When the Borough gives a Notice of Intent to Award to the apparent successful Bidder(s), it will be accompanied by two (2) unsigned counterparts of the Agreement (each with a copy of the Bid submission). Within fifteen (15) days thereafter, apparent successful Bidder shall sign and deliver to the Borough the two (2) signed counterparts of the Agreement accompanied by the required insurance certificate(s) and Bucket

Truck Dielectric Certificate. The Agreement may be cancelled, at the discretion of the Borough, if the apparent successful Bidder does not execute, and deliver to the Borough, the Agreement, insurance certificate(s), and Bucket Truck Dielectric Certificate, within fifteen (15) days from the date of the Notice of Intent to Award.

GENERAL TERMS AND CONDITIONS

1. Labor and Equipment

The Contractor agrees to furnish all labor, tools, and equipment and to pay all expenses necessary for or in connection with the Work to be done hereunder in consideration of the payments hereinafter provided to be paid to the Contractor by the Borough; unless otherwise specifically addressed in this Agreement.

2. Inspection of Work or Goods

The Borough reserves the right to inspect the Contractors Work, Goods, or other deliverables, and direct changes to the Contractor's methods and procedures within the scope of this Agreement. Periodic inspections will be performed by the Borough or its agents.

3. Termination and Suspension

Should the Contractor fail to perform the Work to the satisfaction of the Borough or to comply with any of the provisions of the Agreement, the Borough may terminate this agreement upon twenty-four (24) hours written notice to the Contractor. This Agreement may be cancelled by either party upon thirty (30) days written notice. The Borough has the right to suspend performance of the Agreement, without cause, by written notice, upon which the Contractor shall be entitled to an increase in the contract time and contract price caused by the suspension.

4. Notice of Defect

Neither final payment nor acceptance of the work or of the Goods shall relieve the Contractor of responsibility for failure to comply with the Specifications. The Borough shall give the Contractor prompt notice of defects that become apparent in their Work during the term of Agreement. The Contractor shall remedy any defects in his work that shall appear within said period and shall bear the expense of repairing everything that has been destroyed or damaged by such defects. In the case of subpar Goods, Contractor must immediately replace deliverables. In case of an emergency where delay would cause serious loss or damage, the Borough may undertake to have any defects repaired without previous notice to the Contractor, and the expense of such repairs shall be borne by the Contractor.

5. Permits, Licenses, etc.

All permits, licenses, inspections, ratings, or approvals related to the performance of the Work, or delivery of such Goods, including but not limited to electrical, water, building permit, or other construction permitting from Federal, State, or local agencies, are the responsibility of the Contractor and all expenses for such should be included in the Bid proposal.

6. Assignment

The Contractor shall not sublet this Agreement or any portion of it without first obtaining the written consent of the Borough.

The Contractor shall not obligate the Borough to make any payments to another party for, or on behalf of the Borough, without the approval of the Borough.

7. Invoices and Payment

All payments will be processed through the Borough's standard accounts payable system. Contractor Invoices should contain all applicable information. Additional invoice and payment requirements and conditions for payment are located in the Specifications. If the Borough objects to any portion of an Invoice, the Borough shall so notify the Contractor in writing within twenty (20) days of receipt of the invoice. The Borough shall identify the specific cause of the disagreement and shall pay when due that portion of the invoice not in dispute. Interest as stated above shall be paid by the Borough on all disputed invoiced amounts resolved in the Contractor's favor and unpaid for more than forty-five (45) days after date of the notice of the dispute.

8. Quantities Awarded

For requirements contracts only, the Items and quantities of such items if set forth in the Bidding Documents are only estimates. The Borough in its sole discretion may make an award for some or all of the items bid and in such quantities as the Borough shall deem appropriate.

9. Delivery and Prices

All items must be delivered at the price(s) bid, FOB Point of Destination, unless otherwise approved by the Borough.

10. Insurance

Unless otherwise specified, the Contractor shall, at its sole cost and expense, maintain the following minimum types of insurance as specified herein. The Borough of Chambersburg, its officers and employees, are to be named as additional insured on all policies required herein, except Workmen’s Compensation. The insurance shall provide for at least thirty (30) days prior written notice to be given to the Borough in the event the insurance is materially changed, canceled, or non-renewed. Before starting work the Contractor shall furnish to the Borough for its examination and approval such policies of insurance with all endorsements, or a conformed specimen thereof certified by the agent of the insurance company, together with certificates of the insurance company of such insurance. The Contractor may be required to include the Commonwealth of Pennsylvania, Department of Transportation as an additional insured for public liability insurance if a Highway Occupancy Permit is required for the Work.

A. WORKMEN’S COMPENSATION – Statutory limit as required by the Commonwealth of Pennsylvania.

B. BUSINESS AUTOMOBILE – Covering Any Automobile (Symbol I)

Bodily Injury Liability and Property Damage Liability	\$1,000,000 (CSL)
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C. COMMERCIAL GENERAL LIABILITY (CGL)

General Aggregate Limit	\$1,000,000
Products-Completed Operations Aggregate Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage Limit	\$ 50,000
Medical Expense Limit	\$ 5,000

11. Indemnification

The Contractor and its sub-contractors, if any, shall release, hold harmless, and indemnify the Borough, its officers, elected officials, agents, representatives, and employees acting within the scope of their official duties from and against damages, costs, and expenses (including reasonable attorneys’ fees) to the extent caused by the negligent acts, errors, or omissions of the Contractor, its employees, sub-contractors, agents, servants, and/or anyone acting under the Contractor’s control and/or the Contractor’s direction, in the performance of the requirements of this Agreement. The Contractor shall defend any lawsuit commenced against the Borough and shall pay any judgments and costs connected with such proceeding which are based upon the negligent acts or omissions of the Contractor or its sub-contractors. If the Contractor is successful in defending such a lawsuit, then the Borough will reimburse the Contractor for its costs and expenses associated with such defense only to the extent that such liabilities arise from an action which can be properly brought against the Borough as an exception to governmental immunity in accordance with the Political Subdivision Tort Claims Act, 42 Pa.C.S.A. § 8541 *et. seq.* and in accordance with such limits of liability set forth in the Act, along with payment for any withheld invoices.

12. Taxes

All taxes of whatsoever kind, nature, and description payable in respect to the performance of this Agreement are to be paid by the Contractor unless otherwise provided by law.

13. Disputes

Before any litigation is brought pursuant to this Agreement, the parties hereto agree to submit any dispute between them to mediation. Such mediation shall be a condition precedent to either party instituting litigation unless a stay of an applicable statute of limitations or repose is necessary. Such mediation may be initiated by written request and will occur within thirty (30) days of such request. A mutually agreeable impartial mediator may be retained, if requested by either party, to assist in the mediation process. In the event the parties cannot agree to a mediator, the parties will continue to put forth names for a mutually agreeable time, after which litigation may be commenced in Franklin County Court of Common Pleas if a mediator is not agreed upon. In the event mediation does not result in the successful resolution of the dispute, either party may institute any and all actions necessary to protect their rights at law and/or equity in accordance with this Agreement.

14. Compliance with Laws

All Work performed under this Agreement shall conform with all applicable Federal, State, and local laws, which may include but not be limited to the following:

- A. Pennsylvania Act 247 of 1972, as amended, relating to the prevention of environmental pollution and the preservation of public natural resources.
- B. The Pennsylvania Human Relations Act No. 222 of 1955, as amended.
- C. The Pennsylvania Underground Utility Line Protection Act, Act 287 of 1974, as amended by Act 121 of 2008, which requires contractors to notify public utilities prior to starting excavation or demolition work.
- D. The Pennsylvania Antibi-Rigging Act, 73 P.S. 1611 *et seq.*, regarding contracts for the purchase of equipment, goods, services or materials or for construction or repair let or to be let by a government agency.

SPECIFICATIONS

1. The Contractor hereby agrees under the items awarded by contract (the “Agreement”), to trim or remove all trees, brush, vine, or hedge designated by the Borough which interfere with the **electric distribution lines, street lights, and traffic signals** for Item I and **transmission lines** for Item II of the Borough or which may interfere with extensions or reconstruction thereof.

The awarded portions of the Agreement provides for trimming of all trees, hedges, vines, and bushes that interfere with the respective portions of the Electric Department's primary, and secondary distribution lines, street lighting, and traffic signals. All streets, alleys, and easements which contain a Borough electrical wire are subject to an inspection to determine the need for trimming and trimmed according to guidelines herein. Also to be trimmed are traffic signal approaches. Service lines to all buildings shall be included in map sections 4, 5, and 6 to be completed October 1, 2024 thru September 30, 2025 and sections 1,2, and 3 to be completed October 1, 2025 thru September 30, 2026.

The Agreement is issued for the purpose of obtaining a favorable rate by utilizing off-season labor. Therefore, general trimming under this Agreement shall be performed during the off-season periods unless specifically authorized by Borough personnel. Any work performed outside the off-season period at the contractors discretion on general trimming under this Agreement will not entitle the contractor to additional payment for the section where the work was performed. Those critical conditions which need completed during prime season must begin as required within 24 hours after notification.

2. The Agreement is based on existing electrical system as of September 1, 2024, which includes transmission, distribution, traffic signals, and street lighting. Any new major distribution construction during the term of this Agreement will be part of construction costs and not included in the Agreement.
3. The Contractor shall notify the Borough as to any trees, brush, vine, or hedge requiring trimming or removal, under the terms of the specifications or in the opinion of the Contractor, if the same has not already been designated by the Borough.
4. All work shall be done to the complete satisfaction of the Borough and in accordance with all municipal, county, state, and local laws, ordinances, and regulations applicable to said work, and in accordance with Specifications attached hereto and made a part hereof. The work designated under this contract shall be subject to the approval of duly authorized representatives of the Borough Electric Department. Any work which is not done to the satisfaction of the Borough representative shall be corrected immediately by the Contractor, with payment withheld until corrections are completed.
5. The final distribution section under Item I must be ready for inspection by April 1st of each year and Item II shall be complete by April 1, 2025 to provide time for any corrective actions required as a result of the inspection. All corrective actions must be completed by April 30 of each year. The contractor will be assessed twenty-five dollars (\$25.00) per calendar day if the final section is not ready for inspection by April 1st of each year. The contractor will be assessed one hundred dollars (\$100.00) per day for any work not completed, including corrective actions due to inspection, by April 29 of each year. The Borough Electric Department may waive these fees if there is a justifiable reason for the delay.
6. This Agreement shall be in force and effect until the 30th day of September 2026 even if basic tree trimming maintenance is complete, unless sooner terminated as herein before provided. The Agreement may be extended by the Borough Electric Department if in the Borough's opinion such extension is in the best interest of the Borough.

7. All complaints received from property owners of any nature whatsoever shall be reported to the Borough immediately. **Representatives of the Contractor shall treat residents and property owners respectfully.**
8. When applicable, the Contractor shall obtain the necessary consent or permission from the owner or owner's agent, individual(s), or board having authority over each tree, brush, vine, or hedge to be trimmed or removed.

The Contractor shall furnish all solicitors, motor cars, and all other labor and equipment necessary for the securing of the said consent or permission when it sees fit to do so. All expenses in the securing of said permission or consent shall be paid by the Contractor, except where said consent or permission is obtained by the Borough.

The Borough may, at its option, require that the permission or consent obtained for the trimming of any tree, brush, vine, or hedge designated under this Agreement, be in writing, such written permission to be in a form satisfactory to the Borough. All such written permits shall become the property of the Borough upon completion of the work. If consent or permission for the removal of any trees is to be obtained by the Contractor, the Borough may require that such permission shall be in writing. If such consent or permission has been obtained by the Borough the Contractor shall not be required to obtain any further consent or permission.

9. The Contractor shall take all necessary precautions to eliminate damage to adjacent trees and shrubs, lawns, or other real or personal property. The Contractor shall protect all utilities from damage and shall immediately contact the appropriate utility if damage should occur. The Contractor shall be solely responsible for any and all damage to real or personal property, including but not limited to trees, brushes, or hedges, and utilities, incidental to the Work caused by the Contractor under this Agreement. The Contractor shall inform the Borough of any damage caused by the Contractor's operation on the day such damage occurs. The Contractor shall be responsible for any repair or replacement costs, however, the Borough reserves the right to repair or replace what was damaged and assess the Contractor such costs as are reasonable and related to the damage caused by the Contractor, and deduct these costs from any payment due.
10. The contractor shall use a minimum size crew consisting of at least one (1) trimmer and one (1) additional employee to perform as a laborer. During emergencies, a third employee must be available to assist in clean-up.

Additional employees shall be used as required to provide traffic control while performing work along roadways within the Borough. The Contractor shall provide any and all adequate barricades, signs, and/or warning devices to protect motorists and pedestrians, if necessary or required, all of which must conform to the American Traffic Safety Standards and, if working within the PennDOT right of way, such traffic control shall be in accordance with PennDOT rules, regulations, and publications.

Wherever work to be done under this agreement is of such a nature that it can be done by common labor without affecting the quality and safety of the work, incidental common labor may be employed by the Contractor for such work.

11. All designated trimming work for which proper consent or permission has been obtained, shall be done in a first-class scientific manner in accordance with ANSI Z133.1-2012 or later standard so as to provide maximum clearance for the Borough's lines without injury to the trees. All employees performing work under this Agreement shall comply with ANSI Z133.1-2012 and OSHA 29 C.F.R. Sections 1910.268, 1910.269, 1910.333 Safety Standards. Certification of all such employees as required in OSHA 29 C.F.R. 1910.269 is required and proof of this certification shall accompany this bid. **PROPOSALS WITHOUT**

THIS PROOF WILL BE REJECTED. The Contractor's employees and any and all subcontractors shall maintain all licenses and approvals during the Term of this Agreement.

12. The Contractor shall keep the necessary guards and protective devices at locations where work is being done to prevent accidents to the public, and immediately upon completion of the work at each location, shall remove all equipment and dispose of all brush and debris in accordance with applicable laws, rules, ordinances, and regulations, and if not prohibited thereby, in accordance with the desire of the property owners.
13. The Contractor shall not make any payment to tree wardens or local inspectors except on written approval of the Borough.
14. The Contractor shall secure from the Borough information as to the nature of the circuits involved in all cases, before work is commenced. **It is understood by and between the Borough and the Contractor that the electric distribution circuits of the Borough are to remain in operation during the performance of the Work under this Agreement, and that the Contractor is to provide and use all protective equipment necessary for the protection of its employees and the public and to guard against interfering with the normal operation of said circuits.** Personal protective equipment shall include, but not be limited to, ANSI Class D Hardhats, ANSI Approved safety glasses, hearing protection, fall protection, gloves, boots, and chainsaw chaps or protective pants for all workers using chainsaws.

The Contractor shall keep the Borough informed as to the progress of the work and shall advise the Borough daily as to the location of the work to be done that day by calling Electric System Operator at 717-261-3250 or 717-729-2391. Work shall not be done without completing this call. For the safety of the workers, the System Operator will place the feeder(s) being worked around in a reclose-block state, in which they will open and stay open in the event of a trip as opposed to the normal state of re-closing after a trip. A half percent ($\frac{1}{2}\%$) of the total Agreement price will be deducted from the Agreement for each day work is performed when no call was recorded with the Electric System Operator.

15. The choice and order of map areas to be trimmed is at the sole discretion of the Borough Electric Department. **This order shall be determined before trimming commences by making contact with Jeff Heverley at (717) 552-4930 or alternate Borough representative as indicated by the Borough.** Only after an entire section is complete shall it be submitted to the Borough for inspection.

Failure to complete trimming by the Agreement ending date will result in contractor forfeiting any rights in receiving payment for work done in any incomplete section and contractor will be removed from bidder eligibility for a period of three (3) years.

From time to time the Borough may request tree trimming maintenance to be done outside of the current map section. Billing for such work shall be included as part of the work in that section and billed upon completion of that section.

16. For work of involving the **Transmission line clearance** tree trimming awarded separately under Item II, the Contractor shall coordinate all proposed plans and schedules with a designated Borough representative in order to arrange for any specific access needed for the areas to be trimmed along with isolating sections of line to be trimmed. When trimming near the 69 kV transmission lines, the lines will be taken out of service and de-energized. Through close planning with the Contractor, the Borough will assist with coordinating any needed access and flaggers for the lines that run along the railroads. The Contractor shall schedule with the Borough to minimize the duration, cost, and occurrence of necessary line and rail outages.

17. Hourly rates for Foreman, Trimmer, Laborer, Truck, Chipper, Power Saw, and Aerial Bucket Truck shall be submitted for internal auditing purposes, emergency, storm-related cleanup, and non-contract work. No overtime rates shall apply to the Agreement work.
18. Emergency and storm-related cleanup work exceeding eight (8) continuous hours shall be eligible for fifty percent (50%) surcharge over basic rates, including Saturdays, Sundays, and all holidays. Overtime rates shall be submitted on bills showing time accumulated over eight (8) hours. All charges for emergency, storm-related cleanup, and non-contract work shall not be charged against the tree trimming maintenance Agreement.
19. The Contractor shall be responsible for disposal of all materials and site cleanup.
20. The Contractor shall submit the following documents at the times indicated herein. Failure to submit these documents within the specified time period will result in rejection of the contractor's proposal and award to the next successful bidder.
 - A. Bucket Truck Dielectric Certificate – Within ten (10) calendar days of notification of intent to award.
 - B. Tree Trimmers ANSI and OSHA Certification – With Proposal.
21. **Equipment Requirements:** An aerial device shall be used for trimming overhanging branches and limbs as follows:
 - A. Crossarm Construction; overhanging branches and limbs which extend beyond nearest conductor must be trimmed using an aerial device.
 - B. Spacer construction; overhanging branches and limbs which extend three feet beyond furthest conductor must be trimmed using an aerial device. Branches and limbs in excess of 3" in diameter extending to the cable must be trimmed using an aerial device.
 - C. The requirement for an aerial device will be waived when trimming in inaccessible rear lot easements.
 - D. Contractor shall provide written proof of dielectric testing, within the twelve (12) month period prior to commencement of this Agreement, for all aerial devices that will be used for this Agreement. Dielectric testing of the aerial devices and any hot line tools used by the contractor shall be maintained throughout the Agreement period. Aerial device testing shall be performed annually for each aerial device.

22. Clearances:

Transmission (69 kV): *Awarded Separately

Minimum - 15' laterally & below, no portion of the vegetation shall be above the conductor.

No exceptions.

An area 5' around the base of each pole shall be made completely clear of vegetation from the ground up; excluding grass and small ornamental shrubs.

Primary (4 & 12 kV):

Minimum - 6' laterally & below; 10' above

Exception - 6" wood or larger

Transformers, Switches, Cutouts, Lightning Arresters, Etc.:

Cleared by 6' in all directions.

Secondaries (120-480 V):

Minimum - 4' in all directions

Exception - 6" wood or larger

Service Drops to Houses and Buildings:

2' in all directions. Trimmed every other year.

Exception - 6" wood or larger

Stop Sign and Traffic Signal Approaches:

Minimum 75' from intersection using minimum height of 20'

Streetlights:

Trimmed with an angle of 40 degrees from one (1) foot above light fixture.

Residential Post-Mounted Lights:

Clearance of 3' above and laterally 15'.

Exception: Shrubbery beyond house side of sidewalk in private yards should be disregarded.

All **DEAD branches and limbs** are to be removed if they would come in contact with any electric wires, electric equipment, traffic signals, or street lights if they were to fall. This includes limbs and branches outside of the minimum clearances.

All clearances in this Article are the minimum to be trimmed.

ALL MINIMUM CLEARANCES SHALL EXIST PRIOR TO LEAVING ANY SECTION.

Trimming shall be done in a manner so that clearances are maintained through the end of the contract. If re-growth is observed which encroaches within 1 foot of primary or secondary lines during the contract period, the Contractor will be notified to re-address the area and trimming shall be completed within one week of notification or as otherwise specifically agreed upon by the Borough.

23. Tree Trimming and Pruning Specifications:

Good tree procedures can help maintain aesthetic tree value and help direct future growth away from wires. Therefore, Exhibits 7 & 10 is included as references for proper techniques. All trimming and pruning shall be done in accordance with these references and with ANSI A300 Part 1.

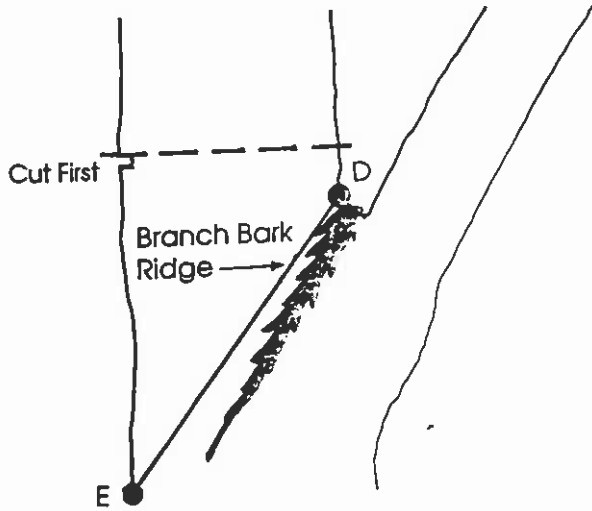
24. Additional Invoice and Payment Provisions:

Payments will be made on a map section basis. Partial Invoices for work completed in a section shall be submitted upon completion of that section.

Upon initial acceptance by the Borough Electric Department, the Contractor will be paid not more than fifty percent (50%) of the Agreement price for that section. Within fifteen (15) days of the initial acceptance by the Borough Electric Department, a Borough Representative will perform an inspection. After final acceptance by the Borough, once remedial trimming has been done per recommendation of the Borough inspection, the Contractor will be paid the remaining amount due for that section. Trimming price is for the trimming in accordance with this Agreement regardless of man-hours required to complete the work.

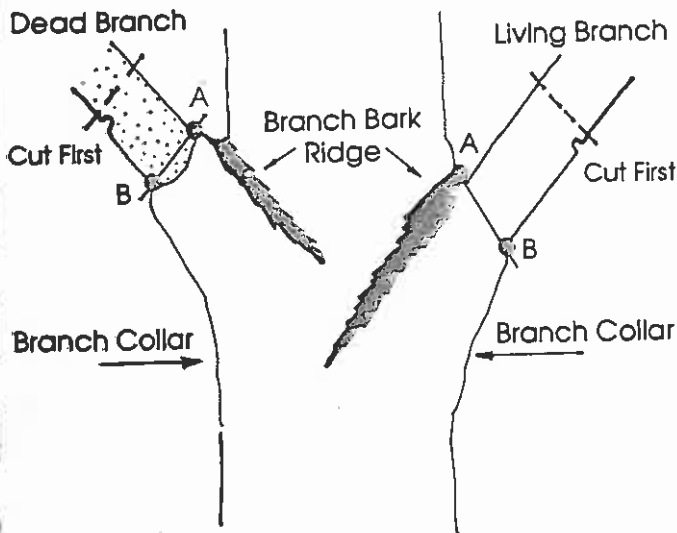
Separate bills shall be rendered for different work orders, areas, or crews as required by the Borough for non-contract work.

Bills under the Agreement for emergency and storm related work may be rendered by the Contractor to the Borough at suitable intervals and as mutually agreed upon. **Invoices shall list the per unit costs and quantities as agreed upon in this Agreement.**



TOP PRUNING

Tops are to be stub cut first as shown. Then cut as line DE indicates, at approximately the same as the Branch Bark Ridge. Do not cut the Branch Bark Ridge.

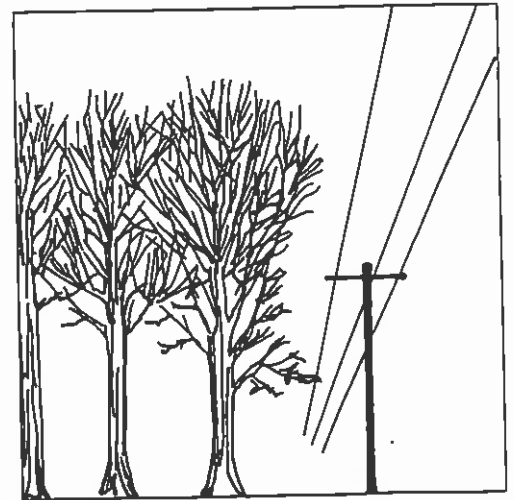


SIDE PRUNING

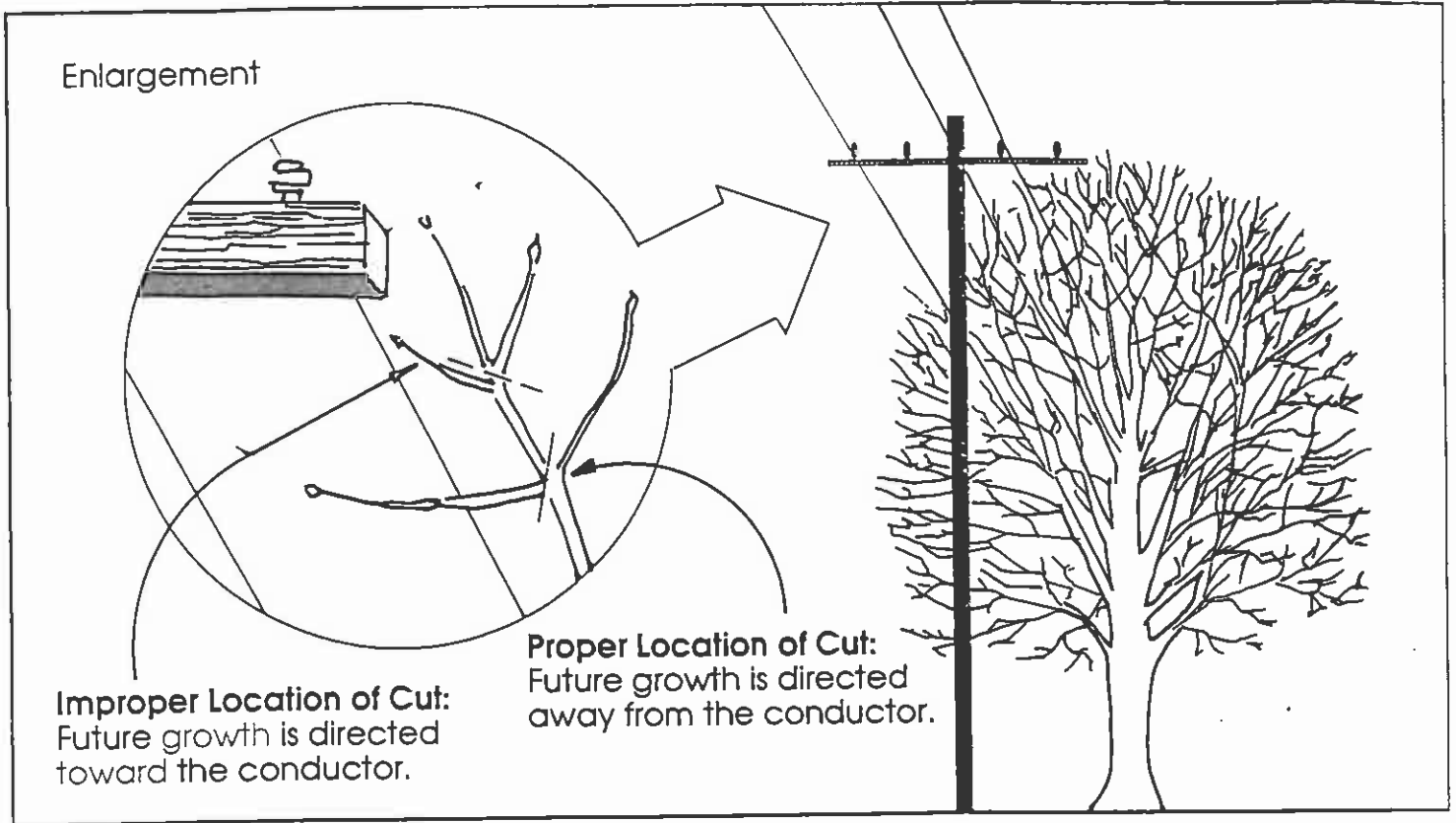
Cut side branches first as shown. Then cut as lines AB indicate outside of the Branch Bark Ridge and beyond the swelling of the Branch Collar. Do not cut the Branch Ridge or through the Branch Collar.

SIDE TRIM STUBBING

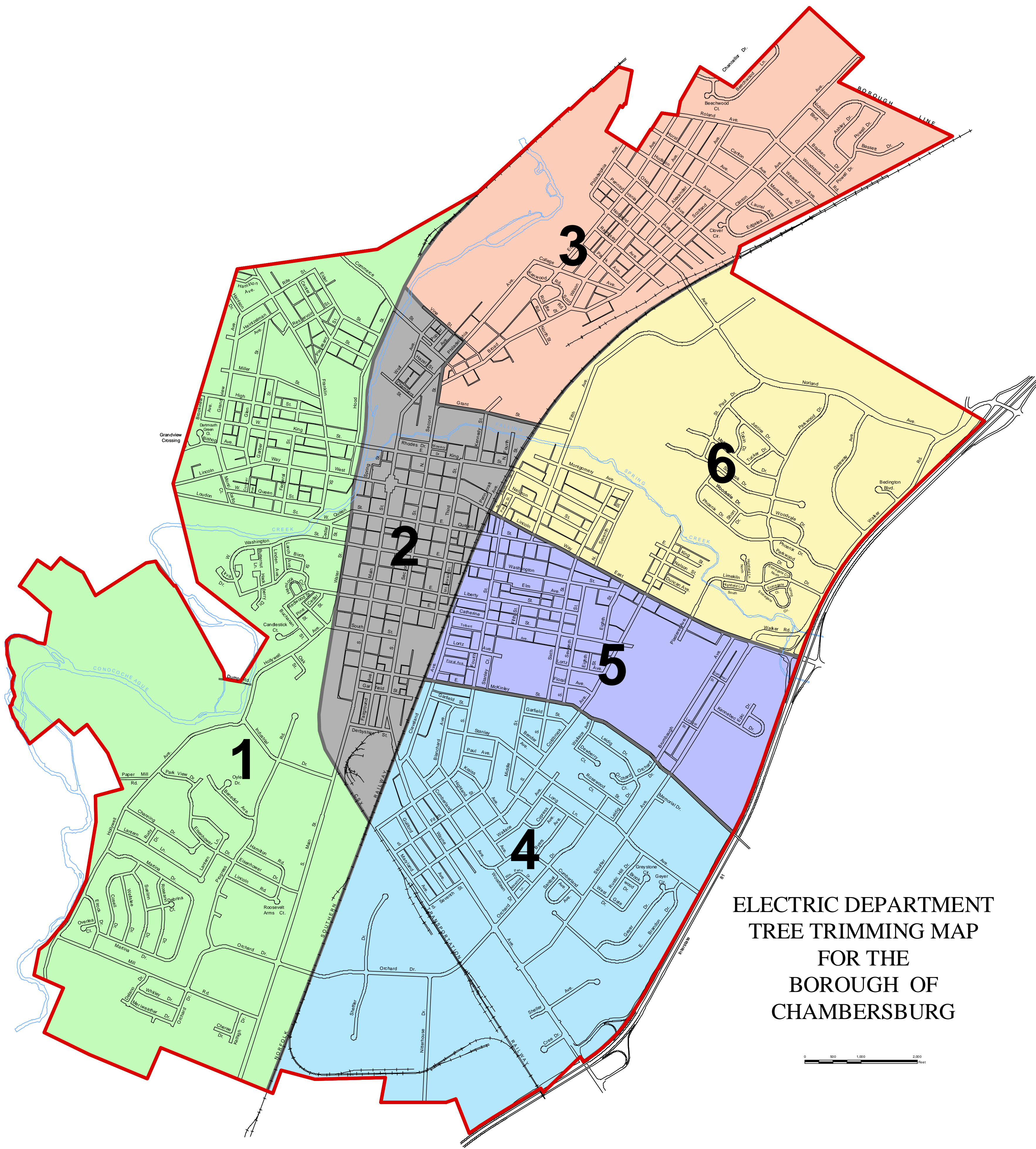
This is done by stubbing off portions of limbs along the side of the tree to obtain clearance. This method of trimming, like pollarding and rounding over, creates many fast-growing suckers that become a serious line clearance problem. These trimming methods should be avoided.



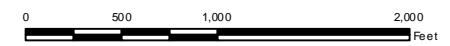
AVOID STUBBING

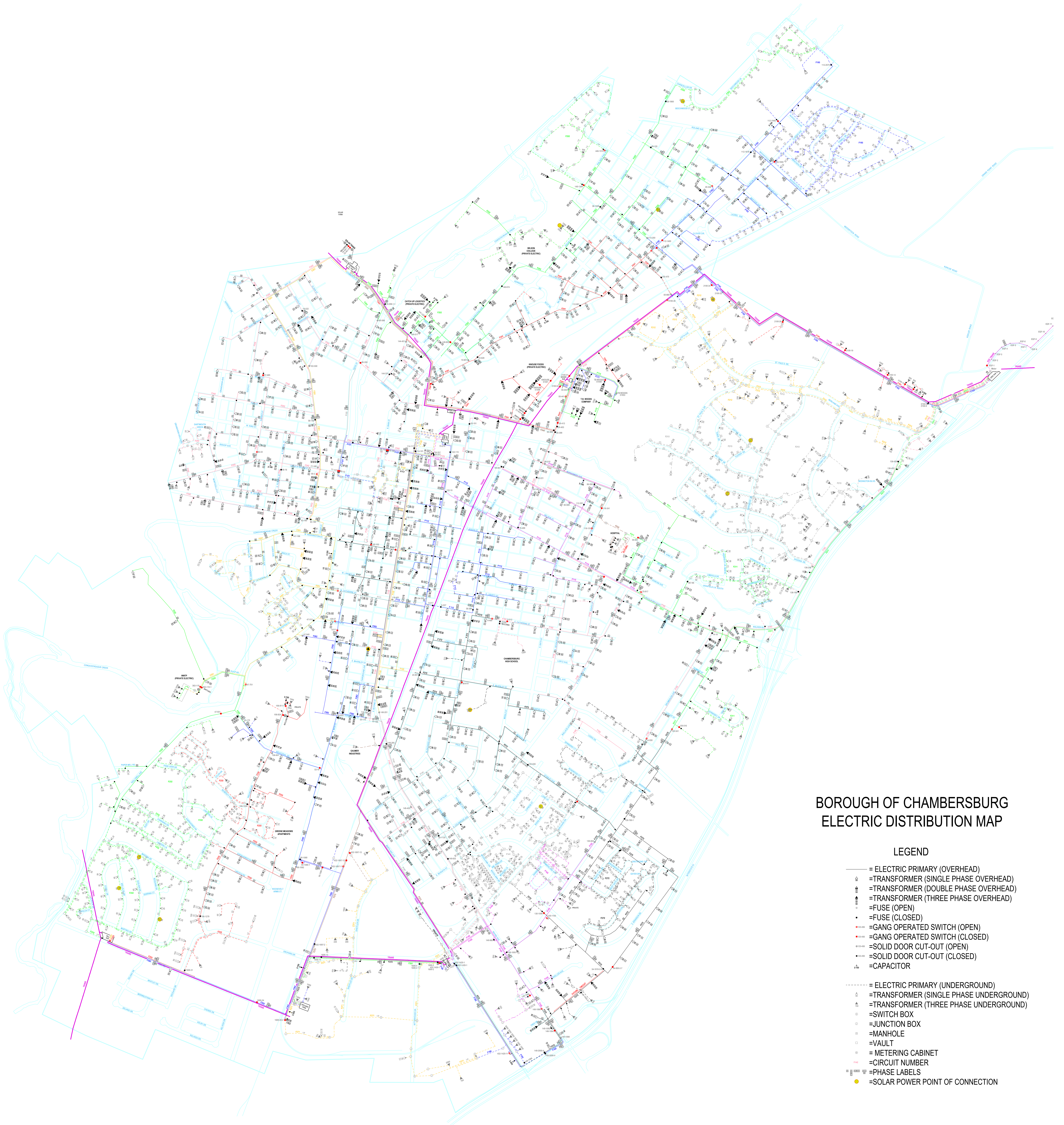


Directing Tree Growth Away From Wires.



**ELECTRIC DEPARTMENT
TREE TRIMMING MAP
FOR THE
BOROUGH OF
CHAMBERSBURG**





BOROUGH OF CHAMBERSBURG ELECTRIC DISTRIBUTION MAP

LEGEND

- = ELECTRIC PRIMARY (OVERHEAD)
- ⊙ = TRANSFORMER (SINGLE PHASE OVERHEAD)
- ⊕ = TRANSFORMER (DOUBLE PHASE OVERHEAD)
- ⊕ = TRANSFORMER (THREE PHASE OVERHEAD)
- = FUSE (OPEN)
- = FUSE (CLOSED)
- ⊕ = GANG OPERATED SWITCH (OPEN)
- ⊕ = GANG OPERATED SWITCH (CLOSED)
- ⊕ = SOLID DOOR CUT-OUT (OPEN)
- ⊕ = SOLID DOOR CUT-OUT (CLOSED)
- ⊕ = CAPACITOR
- = ELECTRIC PRIMARY (UNDERGROUND)
- ⊙ = TRANSFORMER (SINGLE PHASE UNDERGROUND)
- ⊕ = TRANSFORMER (THREE PHASE UNDERGROUND)
- ⊕ = SWITCH BOX
- ⊕ = JUNCTION BOX
- ⊕ = MANHOLE
- ⊕ = VAULT
- ⊕ = METERING CABINET
- ⊕ = CIRCUIT NUMBER
- ⊕ = PHASE LABELS
- = SOLAR POWER POINT OF CONNECTION

NONDISCRIMINATION / SEXUAL HARASSMENT CLAUSE

During the term of the Contract, the Contractor (known herein as "Covered Entity"), sub-grantee, contractors, sub-contractors, suppliers, vendors, and professional service providers, agree(s) as follows:

- A. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the Contract or any grant agreement, subgrant agreement, contract, or subcontract, the Covered Entity, a sub-grantee, a contractor, a subcontractor, or any person acting on behalf of the Covered Entity shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
- B. The Covered Entity, any sub-grantee, contractor or any subcontractor or any person on their behalf shall not in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any of its employees.
- C. The Covered Entity, any sub-grantee, contractor or any subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the grant services are performed shall satisfy this requirement for employees with an established work site.
- D. The Covered Entity, any sub-grantee, contractor or any subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against any subgrantee, contractor, subcontractor or supplier who is qualified to perform the work to which the grant relates.
- E. The Covered Entity and each sub-grantee, contractor and subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Covered Entity and each sub-grantee, contractor and subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers' subject to *Title VII* of the *Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Covered Entity, any sub-grantee, any contractor or any subcontractor shall, upon request and within the time periods requested by the Commonwealth or Borough, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the granting agency, Borough, and the Bureau of Diversity, Inclusion and Small Business Opportunities for the purpose of ascertaining compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause.
- F. The Covered Entity, any sub-grantee, contractor or any subcontractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subgrant agreement, contract or subcontract so that those provisions applicable to sub-grantees, contractors or subcontractors will be binding upon each sub-grantee, contractor or subcontractor.

- G. The Covered Entity's and each sub-grantee's, contractor's and subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the grant agreement through the termination date thereof. Accordingly, the Covered Entity and each sub-grantee, contractor and subcontractor shall have an obligation to inform the Borough if, at any time during the term of the Contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.

- H. The Borough may cancel or terminate the Contract and all money due or to become due under the Contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the Borough or granting agency may proceed with debarment or suspension and may place the Covered Entity, sub-grantee, contractor, or subcontractor in the Contractor Responsibility File.

Name of Bidder, Corporation, Firm or Individual

By: _____
Authorized Representative

Please Print Signature

Title

Business Address of Bidder

Phone #

BIDDER AFFIDAVIT

The Specifications and all papers required by it and submitted herewith, the Contract, and all papers made a part hereof by its terms, are hereby made a part of this Proposal.

The undersigned bidder hereby represents as follows:

- A. That he has carefully examined the Proposal, the Contract, and the Specifications.
 - B. That no officer, agent, or employee of the Borough of Chambersburg is personally interested directly or indirectly in this Proposal and the accompanying Contract or the compensation to be paid herein under.
 - C. That the Proposal is made without connection with any person, firm or corporation making a Proposal for the same work, and is in all respects fair and without collusion or fraud; and
 - D. That should this Proposal be accepted by the Borough of Chambersburg within forty-five (45) days of the opening of bids, he will execute the Contract and furnish any other documents within the time and in the forms and amount required by the Contract and Specifications, and that upon his failure, neglect or refusal to do so, he shall forfeit to the Borough of Chambersburg the Proposal Security, not as a penalty, but as a liquidated damage.
-

Name of Bidder, Corporation, Firm or Individual

By: _____
Authorized Representative

Please Print Signature

Title

Business Address of Bidder

Phone #

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Antirigging Act, 73 P.S. 1611 et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.
2. This Non-Collusion Affidavit must be executed by the member, officer, or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
3. Bid-rigging, and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids, are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the bid.
4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents and an Affidavit must be submitted separately on behalf of each party.
5. The term "complementary bid", as used in the Affidavit, has the meaning commonly associated with that term in the bidding process and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or non-competitive bid and any other form of bid submitted for the purpose of giving a false appearance of competition.
6. Failure to file an Affidavit, in compliance with these instructions, will result in disqualification of the bid.

Name of Bidder, Corporation, Firm or Individual

By: _____
Authorized Representative

Please Print Signature

Title

Business Address of Bidder

Phone #

NON-COLLUSION AFFIDAVIT

Contract/Bid No. _____

State of _____:

County of _____:

I state that I am, _____ of _____
(Title) (Name of 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 approximate 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 non-competitive 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 non-competitive bid.

- (5) (Name of Firm) _____ its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not, in the last four (4) 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:

I state that _____ (Name of Firm) understand and acknowledges that the above representations are material and important and will be relied on by _____ (Name of Public Entity) in awarding the contract(s) for which this bid is submitted.

NON-COLLUSION AFFIDAVIT CONTINUED

I understand, and my firm understands, that any misstatement in this Affidavit is and shall be treated as fraudulent concealment from _____ (Name of Public Entity) of the true facts relating to the submission of bid for this contract.

(Signature)

(Print Name)

(Company Position)

SWORN AND SUBSCRIBED
BEFORE ME THIS

(Date)

Notary Public
My Commission Expires:

(Date)

BIDDER'S QUESTIONNAIRE

All questions must be answered and the dates given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets. The Bidder may submit additional information if desired. The signer of this questionnaire guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

For: Borough of Chambersburg
 100 South Second Street
 Chambersburg, PA 17201

Project: **Electric Line Tree Trimming Maintenance from October 01, 2024 to September 30, 2026**

Submitted by:

(Bidder's Full Name) _____

(Full Address) _____

(Phone Number) _____

(State of Incorporation) _____

1. State the number of years your organization has been in business under your present business name and engaged in the type of work called for in this Bid.

2. List three (3) similar contracts your organization has completed in the last five (5) years. Include project, date, Owner, contact, and phone number of Owner's contact, as applicable.

	Project	Date	Owner	Contact	Owner's Contact Phone Number
1					
2					
3					

3. Have you ever failed to complete any work awarded to you? Y _____ N _____

If so, where and why?

4. Has any officer or partner of your organization ever been an officer or partner of some other organization that failed to complete an awarded contract? Y _____ N _____

If so, state the name of the individual, the other organization, and the reason therefore.

5. Has any officer or partner of your organization ever failed to complete a contract handled in their own name? Y _____ N _____

If so, state the name of the individual, name of the Owner, and the reason therefore.

6. Have you or any officer or partner of your organization ever requested protection under Federal Bankruptcy Laws? Y _____ N _____

If so, state the name of the organization and/or individual and when protection was requested.

7. Are you or your company involved in any litigation concerning any projects you or your company has worked on in the past five years? If so provide citations to the relevant filings.

(FORM CONTINUES ON FOLLOWING PAGE)

8. The undersigned hereby authorizes the Borough and its representatives to contact former clients and / or references to discuss the bidder's performance and / or qualifications. Bidder hereby expressly releases the Borough of Chambersburg, its agents, attorneys, engineers, representatives, board members, heirs, and assigns from any and all rights, losses, damages, claims, actions or causes of action, whether in contract or tort, law or equity, whether known or unknown, suspected or unsuspected, which the Bidder ever had, now has, or will have against the Borough of Chambersburg, former clients and / or references related to the discussion in any manner of the Bidder's performance and / or qualifications.

Dated at this _____ day of _____ 20__.

Name of Bidder, Corporation, Firm or Individual

By: _____

Authorized Representative

(Please Print Signature)

Title

END OF BIDDER'S QUESTIONNAIRE

PROPOSAL

DATE _____

Project: Electric Line Tree Trimming Maintenance from October 01, 2024 to September 30, 2026

ARTICLE 1 - BID RECIPIENT

1.01 This Bid is submitted to:

Borough of Chambersburg
100 S. Second Street
Chambersburg, PA 17201
Attn: Jamia Wright

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the Borough in the form included in the Bidding Documents to perform the Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the bidding Documents.

ARTICLE 2 - BIDDER'S ACKNOWLEDGMENTS

2.01 Bidder accepts all of the terms and conditions of the Notice / Advertisement, Instructions to Bidders, and General Terms and Conditions, including without limitation those dealing with the disposition of Bid security, if applicable. The Bid will remain subject to acceptance for forty five (45) days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of the Borough.

ARTICLE 3 - BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents, as set forth in the Bidding Documents that the Bidder has:

- A. examined and carefully studied the Bidding Documents, including any Addenda, and the related data identified in the Bidding Documents;
- B. if specified, or if, in Bidder's judgment, any local condition may affect cost, progress or the performance of the Work, Bidder has visited the Point of Destination to become familiar with the local conditions;
- C. Bidder is familiar with and satisfied as to all Federal, State, and local laws and regulations that may affect cost, progress, or the performance of the Work;
- D. Bidder has carefully studied and correlated the information known to Bidder, and information and observations obtained from Bidder's visits, if any, to the Point of Destination, with the Bidding Documents;
- E. promptly gave the Borough written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovered in the Bidding Documents and confirmed that the written resolution thereof by the Borough is acceptable to Bidder; and
- F. determined that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance of the Work.

ARTICLE 4 - BASIS OF BID

4.01 Bidder will perform the Work as noted below in accordance with the Bidding and Contract Documents (indicate quantity where none is currently given) at the following FIRM prices:

ITEM I:

Item	Description	Total (in Dollars)
I	Basic Electric Line Tree Trimming Maintenance for Sections 1,2,3,4,5, & 6 as Specified	_____ (\$ _____) October 1, 2024 thru September 30, 2025
I	Basic Electric Line Tree Trimming Maintenance for Sections 1,2,3,4,5, & 6 as Specified	_____ (\$ _____) October 1, 2025 thru September 30, 2026
IA *	Annual ADDER to trim around ALL distribution poles	_____ (\$ _____)
IB *	Annual ADDER to trim around SELECT distribution poles	_____ (\$ _____)

*** IA and IB optional ADDER bids are to trim a 3’ radius from ground to top conductor around distribution poles containing Borough Electric facilities. IA includes every pole with electric facilities. IB includes only select poles with distribution equipment including transformers, switches, fuses, etc. This clearing is IN ADDITION to normal clearances as specified.**

CONTRACT WORK PRICES PER MAP SECTION FOR ITEM I

Map Sections	Amount (in Dollars) for October 1, 2024 thru September 30, 2025	Amount (in Dollars) October 1, 2025 thru September 30, 2026
Section 1	\$	\$
Section 2	\$	\$
Section 3	\$	\$
Section 4	\$	\$
Section 5	\$	\$
Section 6	\$	\$
Total of 6 Sections	\$	\$

ITEM II:

Item	Description	Total (in Dollars)
------	-------------	--------------------

II	Transmission Line Tree Trimming Maintenance as Specified	_____ (\$_____)
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ITEM III: SCHEDULE OF FIRM PRICE PER UNIT CHARGES FOR STORM, EMERGENCY, AND NON-CONTRACT CLEARANCE WORK

Unit	October 1, 2024 thru September 30, 2025 Amount (in Dollars)	October 1, 2025 thru September 30, 2026 Amount (in Dollars)
Foreman	\$ _____ per hour worked	\$ _____ per hour worked
Trimmer	\$ _____ per hour worked	\$ _____ per hour worked
Common Labor	\$ _____ per hour worked	\$ _____ per hour worked
Pickup Truck	\$ _____ per hour in use	\$ _____ per hour in use
Chipper	\$ _____ per hour in use	\$ _____ per hour in use
Power Saw	\$ _____ per hour in use	\$ _____ per hour in use
<= 55' Aerial Bucket Truck	\$ _____ per hour in use	\$ _____ per hour in use
70'+ Aerial Bucket Truck	\$ _____ per hour in use	\$ _____ per hour in use
Track Mounted Bucket Truck	\$ _____ per hour in use	\$ _____ per hour in use

Personnel List

Full Time	
Full Time	
Part / Full Time	

ARTICLE 5 — TIME OF COMPLETION

5.01 Bidder agrees that the performance of the Work will conform to the schedules set forth in the Agreement.

ARTICLE 6 - ATTACHMENTS TO THIS BID

6.01 The following documents are attached to and made a condition of this Bid:

- A. Required Bidder Questionnaire, with supporting data if required; and

- B. Required Non-Collusion Affidavit, Bidder Affidavit, and Non-Discrimination Affidavit; and
- C. Tree Trimmers ANSI and OSHA Certification

The undersigned does further declare that the statements and representations made in this Proposal are true in every respect and that said Proposal is in all respects fair and made without collusion or fraud, and that no member of the Borough Council or any agent or employee of the Borough directly, or indirectly is interested in this Proposal, or in any portion of the profits expected to accrue therefrom.

Company Name _____

Address _____

Signature _____

Printed Name _____

Address _____

Name of person familiar with proposal _____

Phone number _____

Email _____

The following completed documents are to be submitted with the Bid and will become a condition of the Bid

- Proposal
- Bidder Affidavit
- Non-Collusion Affidavit
- Bidder's Questionnaire
- Non-Discrimination Affidavit
- Tree Trimmers ANSI and OSHA Certification
- Receipt of Addenda (if applicable)

AGREEMENT

This Agreement made this _____ day of _____ 20____ (the "Effective Date") by and between the Borough of Chambersburg, a Municipal Corporation organized and existing under the laws of the Commonwealth of Pennsylvania, (hereinafter the "Borough") and _____ (hereinafter the "Contractor").

WHEREAS the Borough has authorized the performance of certain services in accordance with the Specifications hereto attached and made a part hereof; and

WHEREAS the Contractor has submitted to the Borough a Proposal for

Electric Line Tree Trimming Maintenance from October 01, 2024 to September 30, 2026

in conformity with the Bidding Documents, including Specifications, hereto attached and made a part hereof; and

WHEREAS the Borough, after due consideration and appropriate action, has decided to award a contract to the Contractor in accordance with said Proposal.

NOW THEREFORE, THIS AGREEMENT WITNESSETH that the Borough and the Contractor in consideration of the requirements, terms, and conditions of the said Specifications and the offers, promises, and representations made by the Contractor in said Proposal, by each of the parties hereto, on their parts, to be observed and fulfilled, do hereby agree as follows:

Article 1 - Basis of Agreement

The parties hereto recognize that any and all Bidding Documents, as defined in the Instructions to Bidders and including the said Specifications and any Addenda (if released), plus the Bidder's Proposal, and any and all Written Amendment(s), Change Order(s) and Notice to Proceed if issued after the Effective Date of this Agreement (hereinafter, the "Contract Documents"), are the basis of this Agreement, accept the same and declare that there are no understandings, representations, or promises, written or verbal, having any bearing on this Agreement which are not expressed in the Contract Documents or written in this Agreement.

Article 2 – Work

The Contractor agrees to perform services for the Work as included in the Proposal and to faithfully perform and complete all Work connected therewith in full conformity with said Contract Documents, including the Specifications and Bidder's Proposal, and to demonstrate and make good any guarantees and warranties therein required and contained, for all of which things faithfully and fully performed and completed, the Borough agrees to pay the Contractor and the Contractor agrees to accept from the Borough in full settlement therefore, the total sum or contract price of lawful money of the United States of America, at the time, in the manner, and under the conditions named in said Specifications, and as listed herein:

Item I – October 1, 2024 thru September 30, 2025 \$ _____

Item I – October 1, 2025 thru September 30, 2026 \$ _____

OPTIONAL Item IA or IB Annual Adder \$ _____

Item II – October 1, 2024 thru September 30, 2025 \$ _____

Item III – October 1, 2022 thru September 30, 2026

Unit	October 1, 2024 thru September 30, 2025 Amount (in Dollars)	October 1, 2025 thru September 30, 2026 Amount (in Dollars)
Foreman	\$ per hour worked	\$ per hour worked
Trimmer	\$ per hour worked	\$ per hour worked
Common Labor	\$ per hour worked	\$ per hour worked
Pickup Truck	\$ per hour in use	\$ per hour in use
Chipper	\$ per hour in use	\$ per hour in use
Power Saw	\$ per hour in use	\$ per hour in use
<= 55' Aerial Bucket Truck	\$ per hour in use	\$ per hour in use
70'+ Aerial Bucket Truck	\$ per hour in use	\$ per hour in use
Track Mounted Bucket Truck	\$ per hour in use	\$ per hour in use

Article 3 – Point of Destination

For all deliveries, the place where the Goods or other materials are to be delivered shall be known as the Point of Destination and shall be designated as follows:

Project Site
Chambersburg, PA 17201

Article 4 - Contract Times & Term

All times set forth for the completion of the services relating to the Work is the essence of the Agreement. The contract shall begin on the Effective Date and terminate on September 30, 2026. The Work shall be performed between October 01, 2024 and September 30, 2026. To the extent provided in the General Terms and Conditions, relating to disputes, applicable provisions herein shall continue in effect after expiration or termination, including early termination prior to the standard expiration date of the term, to the extent necessary to enforce or complete the duties, obligations, or responsibilities arising prior to termination, repayment of any money due and owing to either party pursuant hereto, and indemnifications specified hereto.

Article 5 – Standard of Care

The standard of care applicable to Contractor’s services will be the degree of skill and diligence normally employed by professionals performing the same or similar services in the Commonwealth of Pennsylvania at the time said services are performed. The Contractor will re-perform any services not meeting this standard without additional compensation.

Article 6 – Contract Price

The Borough shall pay the Contractor for performance of the services relating to the Work in accordance with the General Terms and Conditions, as provided in the Contract Documents as follows:

- 1 – The prices as stated in Contractor’s Bid, as included herein in Article 2.

Article 7 – Payment Procedures

The Contractor shall submit invoices in accordance with the General Terms and Conditions and Specifications, as provided in Contract Documents.

Invoices for Work completed in a section shall be submitted upon completion of that section.

Article 8 - Independent Contractors

Any services for the Work to be performed by the Contractor or its sub-contractors, if any, under this Agreement are provided as independent contractors. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties. All persons engaged in any of the services for the Work to be performed pursuant to this Agreement shall at all times and places be subject to the Contractor’s sole direction, supervision, and control. The Contractor shall exercise control over the means and manner in which it, its employees, and sub- contractors perform the Services. The Contractor does not have the power or authority to bind the Borough in any promise, agreement, or representation unless expressly provided written agreement to do so. The Contractor also hereby represents and warrants that it and any sub- contractors has and will continue to maintain all licenses and approvals required to conduct its business and to provide the services for the Work as required pursuant to this Agreement.

Article 9 – Contractor’s Representations

In order to induce the Borough into this Agreement, the Contractor makes the following representations:

- A. The Contractor has examined and carefully studied the Contract Documents and any and all other related data as identified in the Bidding Documents, including any technical data;
- B. If specified, or if, in Contractor’s judgment, any local condition may affect cost, progress or the performance of the Work, Contractor has visited the Point of Destination to become familiar with the local conditions and is satisfied as to the local conditions that may affect cost, progress, or the performance of the Work;
- C. Contractor is familiar with and satisfied as to all federal, state, and local Laws and regulations that may affect cost, progress, or the performance of the Work;
- D. Contractor has carefully studied and correlated the information known to Contractor, and information and observations obtained from Contractor’s visits, if any, to the Point of Destination, with the Contract Documents;
- E. Contractor promptly gave the Borough written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor discovered in the Contract Documents and the Bidding Documents and confirmed that the written resolution thereof by the Borough is acceptable to Contractor; and
- F. Contractor determined that the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance of the Work.

Article 10 - Applicable Law / Venue

This Agreement shall be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania, and in the event of dispute the venue of any action brought hereunder, upon the conclusion of mediation, as set forth in the General Terms and Conditions, shall be in Franklin County Court of Common Pleas.

Article 11 - Entire Agreement / Amendments

This Agreement contains the entire Agreement between the parties and no other agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or bind any of the parties. This Agreement cannot be modified, except by a written document signed by the parties hereto. Town Council’s approval at a public meeting shall be required to amend this Agreement unless otherwise delegated to its designees.

Article 12 - Remedies

No remedy herein conferred upon any party is exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or provided by law, equity, statute, or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other exercise or further exercise thereof.

Article 13 – Non Discrimination

The Contractor shall not discriminate against any employee, applicant for employment, or any person seeking the Services of the Contractor to be provided under this Agreement on the basis of race, color, religion, creed, sex, age, national origin, marital status, or presence of any sensory, mental, or physical handicap.

Article 14 – Assignment

This Agreement (including, without limitation, any rights under or interest in this Agreement) shall not be assigned by either party without the express written consent of the other party hereto. The provisions of this Paragraph shall survive the completion or termination of this Agreement for any reason and shall remain enforceable between the parties.

Article 15 - Severability

If any term, provision, covenant, or condition of this Agreement is held by a court of competitive jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated as a result of such decision.

Article 16 – Effective Date

As used herein, the “Effective Date” shall mean the later of the Borough execution date and the Consultant execution date, each of which is set forth on the signature page hereof.

Article 17 - Counterparts

This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

(SIGNATURES APPEAR ON FOLLOWING PAGE)

IN WITNESS WHEREOF the parties hereto have set their hands and seals as of the date first above written.

(If Contractor is an Individual)

_____ Signature of Witness	_____ Signature of Individual
	Trading and doing business as:
	_____ Name of Business
	_____ Address of Business

(If Contractor is a Partnership - All General Partners Must Sign)

	_____ Name of Partnership
	_____ Address of Partnership
_____ Signature of Witness	_____ Signature of Partner
_____ Signature of Witness	_____ Signature of Partner
_____ Signature of Witness	_____ Signature of Partner

(If Contractor is a Corporation)

Attest:

Name of Corporation

Signature of Secretary or
Assistant Secretary

Address of Principal Office

(Corporate Seal)

State of Incorporation

Signature of
President or Vice President

Attest:

BOROUGH OF CHAMBERSBURG

100 South 2nd Street
Chambersburg, PA 17201

Jamia L. Wright
Borough Secretary

Allen B. Coffman
President of Town Council

END OF AGREEMENT



Commonwealth of Pennsylvania
Public Works Employment Verification Form

Public Works Employment Verification Office
Department of General Services
Bureau of Procurement 6th floor, Forum Place 555 Walnut Street
Harrisburg, PA 17101-1914
717-346-8115
ra-gsgseverify.pa.gov

Instructions: Complete and return the form to the contracting Public Body prior to the award of the contract.

Business or Organization Name (Employer) _____

Address _____

City _____ State _____ Zip Code _____

Check One:

- Contractor
- Subcontractor

Contracting Public Body _____

Contract/Project No. _____

Project Description _____

Project Location _____

Date enrolled in E-Verify _____

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 States 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

Date of Signature

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
 requester. Do not
 send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)			
	2	Business name/disregarded entity name, if different from above.			
	3a	Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i>	
	<input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____				
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ <input type="checkbox"/>				
	5	Address (number, street, and apt. or suite no.). See instructions.		Requester's name and address (optional)	
	6	City, state, and ZIP code			
7	List account number(s) here (optional)				

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number									
				-			-		
or									
Employer identification number									
				-					

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

- **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

- **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or “doing business as” (DBA) name on line 2.

- **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

- **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

- **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner’s name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

- 2—The United States or any of its agencies or instrumentalities.
- 3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.
- 5—A corporation.
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission.
- 8—A real estate investment trust.
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940.
- 10—A common trust fund operated by a bank under section 584(a).
- 11—A financial institution as defined under section 581.
- 12—A middleman known in the investment community as a nominee or custodian.
- 13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5. ²
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

¹ See Form 1099-MISC, Miscellaneous Information, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/EIN. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must sign the certification or backup withholding will apply. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor ⁴

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Go to www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

Receipt of Confirmation of Bidding Documents

For

Electric Line Tree Trimming Maintenance From October 01, 2024 to September 30, 2026

All prospective bidders who obtained the Bidding Documents electronically must fax this “Receipt of Confirmation” form no later than 9:00 AM September 24, 2024 EST to:

Jamia L. Wright, Borough Secretary, at (717) 261-3240.

The undersigned confirms receipt of all 48 pages of the bidding and contract documents dated August 26, 2024 for the project referenced above as posted electronically at www.chambersburgpa.gov

Name of Company _____

Name of Recipient _____

Signature of Recipient _____

Title of Recipient _____

Phone No: _____

Fax No: _____

E-mail: _____

Date: _____