

AMITY TOWNSHIP
SNOW REMOVAL SERVICES

Snow Removal Specifications

for

AMITY TOWNSHIP

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PART I – INVITATION TO BID

Sealed proposals for Snow Removal will be received by the Board of Supervisors until 10:00am, prevailing time on Thursday, October 12, 2023.

Bid documents may be examined or obtained without charge at the Township Offices, located at 2004 Weavertown Road, Douglassville, Pa. 19518 during normal business hours, 8:00am. until 4:30pm Monday through Friday. All bids must be sealed, clearly marked “Snow Plowing”, and be submitted on bid forms supplied by Amity Township. A pre-bid meeting will be held at 10:00am on Monday, October 2, 2023, in the meeting room located at the Township offices. Bids will be opened and tabulated by the Township Manager or his designate at 10:00am on Thursday, October 12, 2023, in the meeting room located at the Township Offices. Consideration for award will be at the regular meeting of the Supervisors to be held on Wednesday, October 18, 2023, at 7:00pm. Amity Township reserves the right to reject any and all bidders, to waive any omissions, errors, mistakes and/or irregularities, and to award in the best interest of the Township.

Submitted By:

Pamela Kisch
Township Secretary

END OF INVITATION TO BID

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PART II – INSTRUCTIONS TO BIDDERS

1. DEFINED TERMS

- 1.1** Terms used in these Instructions to Bidders, which are defined in the Snow Removal Specifications. The term "Bidder" means one who submits a Bid directly to OWNER, as distinct from a sub-bidder, who submits a bid to a Bidder. The term "Successful Bidder" means the best, qualified, responsible and responsive Bidder to whom OWNER, on the basis of OWNER'S evaluation as hereinafter provided, makes an award. The term "Bidding Documents" includes the Invitation to Bid, Instructions to Bidders, the Bid Form, and the proposed Contract Documents, including all Addenda issued prior to receipt of Bids.
- 1.2** The term "OWNER" refers to AMITY TOWNSHIP, Berks County, Pennsylvania or their authorized representative. Owner's address is 2004 Weavertown Road Douglassville Pennsylvania 19518, Phone (610) 689-6000.

2. COPIES OF BIDDING DOCUMENTS

- 2.1** Complete sets of the Bidding Documents may be obtained without charge at the Township Offices, located at 2004 Weavertown Road, Douglassville, Pa. 19518 during normal business hours, 8:00am. until 4:30pm Monday through Friday.
- 2.2** Complete sets of Bidding Documents must be used in preparing Bids; the OWNER assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

3. QUALIFICATIONS OF BIDDERS

- 3.1** In determining the successful Bidder, the following conditions, among others, will be considered. Whether the Bidder:
- (a) Maintains a permanent place of business,
 - (b) Has adequate equipment to do the Work properly and expeditiously,
 - (c) Has suitable financial status to meet obligations incidental to the Work,
 - (d) Has had experience on projects of similar character and magnitude,
 - (e) Has qualifications to do business where the Project is located.

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3.2 The Bidder shall furnish the above in accordance with Statement of Bidders Qualifications.

3.3 No Bid will be accepted from anyone who is in arrears to the OWNER upon debt or CONTRACT, or who is a defaulter on surety or otherwise upon any obligations, or whose WORK heretofore has been unsatisfactory or dilatory.

4. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- 4.1** It is the responsibility of each Bidder before submitting a Bid, to;
- a) examine the Contract Documents thoroughly,
 - b) visit the site, as stipulated in the Invitation to Bid, to become familiar with local conditions that may affect cost, progress, performance or furnishing of the Work,
 - c) consider federal, state, and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work,
 - d) study and carefully correlate Bidder's observations with the Contract Documents, and
 - e) notify OWNER of all conflicts, errors, or discrepancies in the Contract Documents.

5. INTERPRETATIONS AND ADDENDA

5.1 All questions about the meaning or intent of the Contract Documents are to be submitted to OWNER before October 9, 2023. Interpretations or clarifications considered necessary by OWNER in response to such questions will be issued by Addenda via email to all parties recorded by OWNER as having received the Bidding Documents and shall be acknowledged by Bidder when bids are submitted. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

5.2 Addenda may also be issued to modify the Bidding Documents as deemed advisable by OWNER.

6. CONTRACT TIME

6.1 This contract shall be valid for a period of two (2) years starting November 1, 2023 and ending October 31, 2025, with the option for (2) one-year extensions at the contracted rate with consideration of a CPI Index increase, at the discretion of the Township.

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7. BID FORM

- 7.1 The Bid Form is included with the Bidding Documents; additional copies may be made by the Bidders as required.
- 7.2 All blanks on the Bid Form must be completed in ink or typed.
- 7.3 Bids by corporations must be executed in the corporate name by the president or a vice-president, or other corporate officer accompanied by evidence of authority to sign, and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.
- 7.4 Bids by partnerships must be executed in the partnership name and signed by a partner who has the authority to bind the partnership. The executing partner's title must appear under the signature and the official address of the partnership must be shown below the signature.
- 7.5 All names must be printed in ink or typed below the signature.
- 7.6 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which must be filled in on the Bid Form.
- 7.7 The address and telephone number for communications regarding the Bid must be shown.
- 7.8 Contingency items shall be performed only upon the written authorization of the Owner.

8. SUBMISSION OF BIDS

- 8.1 Bids shall be submitted at the time and place indicated in the Invitation to Bid and shall be enclosed in a sealed envelope, clearly marked "Snow Plowing".
- 8.2 Valid bids shall include the name and address of the Bidder and Bid security and other required documents.

9. MODIFICATIONS AND WITHDRAWAL OF BIDS

- 9.1 Bids may be modified or withdrawn by an appropriate document duly executed and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

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9.2 OWNER will not consider, for any reason, any claim by the Bidder of any mistake or omission in the Bid. Negligence of the Bidder in preparing the Bid shall not confer, or be deemed to confer, any right of the Bidder to withdraw such Bid after the time has passed, as fixed in the Invitation to Bid, for receiving Bids, except as permitted by law.

10. OPENING OF BIDS

10.1 Bids will be opened as indicated in the Invitation to Bid. Submitted bids will be made public shortly thereafter.

11. BIDS TO REMAIN SUBJECT TO ACCEPTANCE

11.1 All Bids will remain subject to acceptance for sixty (60) days after the day of the Bid opening, unless indicated otherwise in the Invitation to Bid; but OWNER may, in its sole discretion, release any Bid and return the Bid security prior to that date.

12. AWARD OF CONTRACT

12.1 OWNER reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time, or changes in the Work and to negotiate CONTRACT terms with the Successful Bidder, and the right to disregard all nonconforming, nonresponsive, unbalanced or conditional Bids. Also, OWNER reserves the right to reject the Bid of any Bidder if OWNER 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 OWNER. 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.

12.2 In evaluating Bids, OWNER will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Proposal or prior to the Notice of Award.

12.3 OWNER may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed

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for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions. OWNER also may consider the operating costs, maintenance requirements, performance data and guarantee of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.

- 12.4** OWNER may conduct such investigations as OWNER deems necessary to assist in the evaluation of Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed Subcontractors, Suppliers and other persons and organization to perform and furnish the Work in accordance with the Contract Documents to OWNER'S satisfaction within the prescribed time.
- 12.5** If the CONTRACT is to be awarded, it will be awarded to the lowest responsible bidder based on the total hourly rate for a one-hour call out as submitted on the Bid Schedule, under items 1 and/or 2 whose evaluation by OWNER indicates to OWNER that the award will be in the best interest of the Township.
- 12.6** If the CONTRACT is to be awarded, OWNER will give the Successful Bidder a written notice of award within sixty (60) calendar days or as otherwise stipulated in the Invitation to Bid, after the day of the Bid opening.

13. SIGNING OF AGREEMENT

- 13.1** When OWNER gives a written notice of award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within ten (10) working days thereafter CONTRACTOR shall sign and deliver the required number of counterparts of the Agreement and attached documents to OWNER with the required Certificates of Insurance. Thereafter, OWNER shall deliver one (1) fully signed counterpart to CONTRACTOR.

END OF INSTRUCTIONS TO BIDDERS

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PART III – SNOW REMOVAL SPECIFICATIONS

1. TITLE & PURPOSE

1.1 These specifications shall be for the removal of snow and winter related hazardous conditions from the streets and other designated areas within AMITY TOWNSHIP as identified on the highlighted section of Exhibit “A”. Additional Coverage(s) may be required as determined by the “Township Designated Official”.

2. DEFINITIONS

For these specifications, the following definitions shall apply:

2.1 “TOWNSHIP” shall mean the Board Supervisors of Amity Township.

2.2 “Contractor” shall mean the person or company that is contracted with the Amity Township to provide the services specified within these specifications.

2.3 “Designated Township Official” shall mean the person whom the Amity Township Board of Supervisors from time to time, designates to administer the terms of these specifications and subsequent related contracts. Unless stated otherwise, by the Township; the Public Works Director shall be the” Township Designated Official.”

2.4 “Snow removal services” shall apply to all the following:

- a) Plowing public streets, parking areas and thoroughfares
- b) Clearing ice & winter related hazards from public streets and thoroughfares
- c) Clearing snow, ice & winter related hazards from the vicinity of fire hydrants (within a four-foot (4’) of the fire hydrant at the curb line)
- d) Redistribution and/or relocation of snow from undesirable locations
- e) Other assignments as directed by the “Township Designated Official”

3. SERVICES TO BE PROVIDED BY THE CONTRACTOR

The Contractor shall provide the necessary labor and equipment to accomplish the tasks listed in this section.

3.1 The Contractor shall commence with no less than (2) pick-up/small dump trucks and (1) 6-wheeler with operators or (4) pick-up/small dump trucks with operators within the limits of the Township, within one (1) hour of notification by the Designated Township Official. Contractor will be paid for services from the time of notification to report through the time the Contractor notifies the Designated

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Township Official that the job has been completed.

- 3.2** The Contractor shall provide written documentation of work performed related to Snow Removal Services. Documentation shall be submitted to the Township office within seven (7) days of the date of the service being provided. Documentation of work performed shall include the following:
- a) Brief description of the work performed
 - b) Location of the work performed
 - c) Breakdown of the hours worked
 - d) Breakdown of the equipment used
 - e) Notation of any problems encountered
- 3.3** The Contractor shall maintain a telephone with a voice-answering device (or other acceptable device) to be used as the means of contact by the Designated Township Official.
- 3.4** The Contractor shall have constantly available the necessary equipment and labor to provide the services described in these specifications.
- 3.5** The Contractor and all Subcontractors shall maintain a current Certificate of Workers Compensation Insurance with the Township office. The Certificate shall list the Township of Amity as the Certificate Holder and Additionally Insured.
- 3.6.** The Contractor and all Subcontractors shall maintain a current Certificate of Liability Insurance with the Township office. The Certificate shall list the Township of Amity as the Certificate Holder and Additionally Insured.
- 3.7** The Contractor shall complete a written agreement with the Township, acknowledging the terms of these specifications.

4. SERVICES TO BE PROVIDED BY THE TOWNSHIP

- 4.1** The Township shall provide administrative services to the Contractor in the form of the Designated Township Official. This shall include:
- a) Notification to the Contractor of the need for Snow Removal Services
 - b) Review of the written documentation from the Contractor for confirmation of billing
 - c) Notification to the Contractor of any needed additional services.
- 4.2** The Township shall provide the expendable materials necessary for Snow Removal Services. These materials may include the following:
- a) Salt pellets
 - b) Cinders
 - c) Anti-skid material
- 4.3** The Township shall advise the successful bidder of the name and contact information of the Designated Township Official.

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END OF SNOW REMOVAL SPECIFICATIONS

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PART IV – BID FORM

SNOW REMOVAL SERVICES

AMITY TOWNSHIP

DATE OF SUBMISSION: _____

Proposal of _____

Hereinafter called "Bidder" a corporation, organized and existing under laws of the state

Of _____, or a partnership or an individual doing business as
_____.

This Bid is submitted to:

AMITY TOWNSHIP
2004 WEAVERTOWN ROAD
DOUGLASSVILLE, PA 19518

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this bid and in accordance with the other terms and conditions of the Contract Documents.
2. Bidder accepts all the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for Sixty days after the day of Bid opening. Bidder will sign and submit the Agreement and other documents required by the Bidding Requirements within ten (10) working days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, Bidder represents, as more fully set forth in Agreement, that:
 - a) Bidder has examined copies of all the Bidding Documents and of the following Addenda (receipt of all of which is hereby acknowledged):

Date	Number
_____	_____
_____	_____
_____	_____

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- b) Bidder has familiarized itself with the nature and extent of the contract document, work, site, locality, and all local conditions and Laws and regulations that in any manner may affect cost, progress, performance of furnishing of the Work.
 - c) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.
4. This bid is genuine and not made in the interest of or on behalf of any undisclosed Person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association organization or corporation; bidder has not directly or indirectly induced or solicited any other bidder to submit a false or sham bid; bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and bidder has not sought collusion to obtain for himself any advantage over any other bidder or over owner.

GENERAL SNOW REMOVAL SERVICES BID

NO.	Item	Unit	Unit Price	Unit Price	
1	Pick-ups/small dump truck (minimum 8.5' wide blade)	Per Hour	2023-24	2024-25	
2	4 pick-up/small dump trucks (minimum 8.5' wide blade) with operators	Per Hour	2023-24	2024-25	

Please indicate whether pick-up trucks and small dump trucks include a cinder box.

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Please list prices for each piece of equipment you may use during significant weather events:

3	Dump truck, 6-wheel with operator & cinder box	Per Hour	2023-24	2024-25	
4	Dump truck, 10-wheel with operator & cinder box	Per Hour	2023-24	2024-25	
5	Other specialized equipment with operator	Per Hour	2023-24	2024-25	

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

- a. Statement of Bidder's Qualification
- b. Certificate of Worker's Compensation Insurance
- c. Certificate of Liability Insurance

2. Communications concerning this Bid shall be addressed to the name and address of Bidder indicated below:

3. The undersigned understands that any material alteration of any of the above of any of the material contained on this form, other than that requested will render the bid unresponsive.

SUBMITTED on _____, 20__.

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If Bidder is:

An Individual

By _____ (SEAL)
(Individual's Name)

doing business as _____

Business Address: _____

A Partnership

By _____ (SEAL)
(Firm Name)

(General Partner)

Business Address:

Phone No. _____

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A Corporation

By _____
(Corporation Name)

(Name of Incorporation)

By _____
(Name of Person Authorized to Sign)

(Title)

Corporate Seal

Attest

(Secretary)

Business Address: _____

Phone No. _____

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A Joint Venture

By _____
(Name)

(Address)

By _____
(Name)

(Address)

(Each joint venture must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above).

Corporate Seal

END OF BID FORM

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PART V – STATEMENT OF BIDDER’S QUALIFICATIONS

All questions must be answered and must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information as desired.

1. Name of Bidder.
2. Permanent head office address.
3. When organized.
4. If a corporation, where incorporated?
5. How many years have you been engaged in the contracting business under your present firm or trade name?
6. General character of work performed by your company.
7. Have you ever failed to complete any work awarded to you? If so, where, and why?
8. Have you ever defaulted on a contract or are you a party to any legal proceeding alleging breach of contract or warranty? If so, where, and why?
9. List the more important similar projects in size and complexity completed by your company in the past ten years, stating the approximate cost of each, the month and year completed and the reference contact address and telephone number.
10. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Township.
11. a. Have you ever been a party to or otherwise involved in any action or legal proceeding involving matters related to race, color, nationality, or religion. If so, give full details.

b. Have you ever been accused of discrimination based upon race, color, nationality or religion in any action or legal proceeding related to any federal agency? If so, give full details.
12. The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Township, in verification of the recitals comprising this Statement of Bidders Qualifications.

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Dated at _____ this _____ day of _____ 20__

(Name Bidder) By: _____

Title: _____

State of _____

County of _____ SS

_____ being duly sworn, depose and says that he is
_____ of _____ (Name of Organization)

and that answers to the forgoing questions and all statements therein contained are true and
correct. Subscribed and sworn to before me this _____ day of _____, 20__.

(Notary Public)

My commission expires: _____

END OF STATEMENT OF BIDDER'S QUALIFICATIONS

AMITY TOWNSHIP
SNOW REMOVAL SERVICES

PART VI – SNOW REMOVAL SERVICES AGREEMENT
AMITY TOWNSHIP
CONTRACT

THIS AGREEMENT made this _____ day of _____, 2023, by and between

Select Appropriate:

- (A Corporation Incorporated Under the Laws of the State of _____)
- (A Partnership Consisting of _____)
- (An Individual Trading as _____)

hereinafter called the “CONTRACTOR” and AMITY TOWNSHIP, Berks County, Pennsylvania, hereinafter called the “TOWNSHIP”. WITNESS, that the CONTRACTOR and TOWNSHIP for the consideration stated herein mutually agree as follows:

ARTICLE 1. STATEMENT OF WORK

The CONTRACTOR shall furnish all supervision, technical personnel, labor, materials, tools, equipment, and services, including utility and transportation services, and perform and complete all work required for SNOW REMOVAL SERVICES, all in accordance with the listed Contract Documents.

ARTICLE 2. THE CONTRACT PRICE

The TOWNSHIP will pay the CONTRACTOR for the performance of the Contract in current funds, for the total quantities of work performed at the unit price stipulated in the Bid for the item of work or several respective items of work completed.

ARTICLE 3. CONTRACT

- A. Invitation to Bid
- B. Instructions to Bidders
- C. Snow Removal Specifications
- D. Signed Bid Form
- E. Statement of Bidder’s Qualifications

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- F. Certificate of Insurance
- G. This Agreement

THIS AGREEMENT, together with the other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, form the Contract between the parties hereto. If any provision of any other component part, the provisions of the component part first enumerated in this ARTICLE 3 shall govern, except as otherwise specifically stated.

ARTICLE 4. STIPULATION AGAINST LIENS

- A. At the time of and immediately before the execution of the Contract and before any authority has been given by the TOWNSHIP to the said CONTRACTOR to commence work on the said project or purchase materials for the same, in consideration of the making of the said Contract with the said CONTRACTOR and for the further consideration of one dollar paid to the said CONTRACTOR by the said TOWNSHIP, it is agreed that no mechanic's claims or other liens shall be filed against any property owned by the TOWNSHIP by the said CONTRACTOR nor any subcontractor, nor by any of the materialmen or workmen or any person for any materials or labor of extra materials or labor purchased or furnished in connection with the site clearance and demolition work of the said project or any part thereof, the right to file such claims or liens being expressly waived and relinquished herewith.
- B. A waiver of liens in a form satisfactory to the TOWNSHIP shall be filed in the Office of the Prothonotary of BERKS County when may be necessary to preclude the filing of any lien by any subcontractor of material suppliers.

ARTICLE 5. INDUCEMENT AND INTEREST

As an inducement to the execution of this Contract by the TOWNSHIP, the CONTRACTOR represents and agrees that the CONTRACTOR has not employed any persons to solicit or procure this Contract, and has not made, and will not make, any payments to anyone, nor any agreement for the payment of any commission percentage, brokerage, compensation fee, or other compensation to anyone about the procurement of this Contract.

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ARTICLE 6. INDEMNIFICATION

It is understood and agreed that the CONTRACTOR is a third-party CONTRACTOR and is not a servant, agent or employee of the TOWNSHIP and the CONTRACTOR saves and holds harmless the TOWNSHIP from all manner or negligence or tort liability.

The CONTRACTOR is advised that provisions in the Contract Documents pertaining to indemnity shall be construed as if the TOWNSHIP and the TOWNSHIP agents were named therein as additional indemnities. The word "expense" as used in said provisions concerning indemnity shall be deemed to include, but shall not be limited to, attorney fees.

ARTICLE 7. INTERPRETATION AND TERMINATION

Notwithstanding any provision of this Agreement to the Contract, the interpretation placed thereon by the TOWNSHIP about any question concerning this Agreement, shall be final and binding between the parties. The TOWNSHIP shall likewise have the power to determine that there has been a default or violation by the CONTRACTOR as the provisions of this agreement or any part thereof as defined in ARTICLE 3 above, and after five days' notice in writing to the CONTRACTOR regarding said default or violation determine the proper remedy to be pursued.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in 2 copies on the day and year first above written.

ATTEST:

BY:

(Contractor)

BY: _____

(Address)

(City, State, Zip Code)

AMITY TOWNSHIP
SNOW REMOVAL SERVICES

AMITY TOWNSHIP

(TOWNSHIP MANAGER)

(SECRETARY)

(DATE)

(DATE)

CERTIFICATION

I, _____, certify that I am the _____
(NAME) (TITLE)

of the Company named as CONTRACTOR herein, that _____
(NAME)

who signed the Agreement in behalf of the CONTRACTOR, who was then
_____ of said Company; that said Agreement was duly signed for and
(TITLE)

in behalf of said Company by authority of it's governing body, and is within the scope of its
Company powers.

(Print or Type Names Underneath All Signatures)

(Corporate Seal)

END OF SNOW REMOVAL SERVICES AGREEMENT