

OFFICIAL

MT. LEBANON, PENNSYLVANIA

NOTICE TO CONTRACTORS AND SUPPLIERS

Separate, sealed proposals will be received by the Commission of Mt. Lebanon, PA until 11:00 a.m., prevailing time on February 4, 2022, at the Commission Chambers of the Municipal Building, 710 Washington Road, Mt. Lebanon, Pennsylvania 15228, for the following:

- PARK MOWING – AREA 1 MAIN PARK, BIRD PARK, BEADLING AT CEDAR
- PARK MOWING – AREA 2 PARK AREAS
- PARK MOWING – AREA 3 TRAFFIC ISLANDS
- PARK MOWING – AREA 4 ATHLETIC FIELDS
- FLOWER BED PLANTING AND MAINTENANCE
- **LIBRARY, PUBLIC SAFETY CENTER, & CLEARVIEW COMMONS TURF & GROUNDS MAINTENANCE**

Each bid must be accompanied by a certified, treasurer's or cashier's check made payable to the Treasurer of Mt. Lebanon, Pennsylvania in the amount of \$1,000.00

Specifications, proposals and all necessary information may be obtained at the office of the Director of Public Works, 710 Washington Road, Mt. Lebanon, Pennsylvania 15228.

All proposals must be placed in a sealed envelope addressed to Rudy Sukal, Director, 710 Washington Road, Mt. Lebanon, Pennsylvania 15228 and marked:

- "Bid for Park Mowing – Area 1 Main Park, Bird Park, Beadling at Cedar"
- "Bid for Park Mowing – Area 2 Park Areas"
- "Bid for Park Mowing – Area 3 Traffic Islands"
- "Bid for Park Mowing – Area 4 Athletic Fields"
- "Bid for Flower Bed Planting and Maintenance"
- "Bid for Library, Public Safety Center, & Clearview Commons Turf & Grounds Maintenance"

and delivered to the Customer Service Center "Bid Box" 1st floor, 710 Washington Road, Pittsburgh, Pennsylvania 15228. Bids must be delivered before the time specified, only to this location.

The Commission of Mt. Lebanon, Pennsylvania reserves the right to waive any informalities or to reject any or all bids.

Keith McGill
Mt. Lebanon Manager

**MT. LEBANON, PENNSYLVANIA
DEPARTMENT OF PUBLIC WORKS**

**CONTRACTUAL SPECIFICATIONS
LIBRARY, PUBLIC SAFETY CENTER, & CLEARVIEW COMMONS TURF &
GROUNDS MAINTENANCE**

GENERAL INSTRUCTIONS TO BIDDERS:

Sealed bids will be opened at the time and date specified in the Official Notice in the Mt. Lebanon Commission Chambers, 710 Washington Road, for **Library, Public Safety Center, and Clearview Commons Turf & Grounds Maintenance**.

1. **OFFICIAL BID BLANKS MUST BE USED.** All spaces must be completed, using typewriter or ink, and no other marks are to be made thereon. The bidder shall mark "No Bid" in any space where he does not propose to bid the work. All bids must be signed and must be accompanied by the Official Notice and a set of Official Contractual Specifications as set forth hereinafter.
2. A copy of the contract document (agreement) is attached to and shall be made a part of these specifications. Do not sign the contract copy attached.
3. Each bid must be accompanied by a certified, treasurer's or cashier's check in the amount of \$1000, made payable to "Mt. Lebanon, Pennsylvania".
4. The Mt. Lebanon Commission reserves the right to reject any or all bids.
5. Proposals must be received no later than the time stipulated in the Official Bid Notice. Bids must be submitted in sealed envelopes, bearing on the outside the name of the bidder, his address and the words "**Library, Public Safety Center, and Clearview Commons Turf & Grounds Maintenance**".
6. The successful bidder, upon failure or refusal to execute and deliver the contract within ten (10) days after he has received notice of the acceptance of his bid, shall forfeit to Mt. Lebanon the security deposited with his bid. All bid deposits of unsuccessful bidders shall be returned to them upon either the tender by the successful bidder of the required contract, or the expiration of sixty (60) days after the time for the opening of bids, whichever shall be first to occur. Upon execution of the contract, the bid deposit of the bidder with whom the contract is executed shall be returned.
7. No bid received after the time specified in the Official Notice will be considered, except when a bid arrived by mail after the time fixed for opening, but before the reading of all other bids is completed, and it is shown to the satisfaction of Mt. Lebanon, Pennsylvania that the non-arrival on time was due solely to delay in the mail for which the bidder was not responsible.

8. It is the responsibility of the bidder to contact the Mt. Lebanon Director or Superintendent of Public Works to acquire a clear understanding of all conditions under which the work is to be performed. Upon request, the Director of Public Works or his authorized representative will accompany the bidder to the various planting areas.
9. Basis of Award: The bid must include costs for a one year contract period. The Commission will award a contract for a one year base bid.
10. Bids will be accepted for **Library, Public Safety Center, and Clearview Commons Turf & Grounds Maintenance** work to take place from the first week in April through the completion of the leaf removal portion of the agreement.
11. The Commission of Mt. Lebanon reserves the right to reject any or all bids and to waive any informalities in bids submitted.
12. Non-Collusion Affidavit: Each bid must be accompanied by a notarized Non-Collusion Affidavit on the form attached to the proposal. Any bid which does not include the affidavit will not be accepted.

MT. LEBANON, PENNSYLVANIA

DEFINITION OF CONTRACTUAL MOWING AREAS

LIBRARY, PUBLIC SAFETY BUILDING, CLEARVIEW COMMONS

There will be 31 mowing cycles during the season completed on a weekly basis. Mowing will begin the first week of April and continue through October. If mowing is not required during the summer months, work will be given on the site equal in time and value or additional mowing during the spring may be requested. The determination of whether a mowing may be skipped will be at the discretion of the Superintendent of Public Works.

Library/PSB/CVC: 31 Mowings per Season & Fall Leaf Removal

Includes:

Municipal Library
Public Safety Building
Clearview Commons

**MT. LEBANON, PENNSYLVANIA
DEPARTMENT OF PUBLIC WORKS
PROPOSAL
LIBRARY, PUBLIC ASAFETY CENTER, AND CLEARVIEW COMMONS
TURF & GROUNDS MAINTENANCE**

January 2022

Mt. Lebanon Commission
710 Washington Road
Pittsburgh, Pennsylvania 15228

Commissioners:

I (we) hereby propose to complete a program of mowing and trimming in areas throughout Mt. Lebanon, Pennsylvania, in compliance with your Official Notice, Specifications and Instructions.

Library, Public Safety Center, and Clearview Commons Turf & Grounds Maintenance

| | | |
|---------------|---------------|-------------------|
| | | Total Cost |
| \$ _____ 2022 | \$ _____ 2023 | \$ _____ 2024 |

This bid is accompanied by a Certified or a Treasurer's check made payable to the Treasurer of Mt. Lebanon, Pennsylvania. It is understood that the Commission of Mt. Lebanon reserves the right to reject any or all bids.

Respectfully submitted,

Signature of Contractor _____

Print Name of Contractor _____

Address _____

Telephone Number _____

AGREEMENT

This Agreement is made and entered into by and between Mt. Lebanon, Pennsylvania, a municipal subdivision of the Commonwealth of Pennsylvania, hereinafter designated as the "Municipality," and _____ hereinafter designated as the "Contractor."

WITNESSETH that for and in consideration of the premises and the mutual agreement and undertakings of the parties hereto, the Contractor agrees to complete a program to maintain the Municipal Library Grounds, Public Safety Center, and Clearview Commons Park along Alfred Street, and the Municipality agrees to pay for the same, all subject to the following terms and conditions:

1. **Provision of Labor, Tools and Equipment.** The Contractor agrees to furnish and pay all necessary expenses for all labor, tools and equipment in connection with the program of park mowing and trimming as designated by the Municipality.
2. **Observance of Laws and Ordinances.** The Contractor shall secure all permits and licenses imposed by law and ordinance, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work provided in this Agreement. The Contractor will observe all ordinances regarding the obstruction of streets and driveways, maintaining signals and open passageways, and protecting the same where exposed.
3. **Payment of Other Parties.** The Contractor shall not obligate the Municipality to make any payments to another party, nor make any promises or representations to another party for, or in behalf of, the Municipality without prior written approval of the Municipal Manager or his authorized representative. No work shall be done on any grass or brush involved in such payments, promises or representations until such approval of the Municipal Manager or his authorized representative has been obtained.
4. **Description of Work.** The Contractor agrees to mow, trim, mulch and maintain the properties in the manner specified in this Agreement. Areas to be maintained under this agreement include the Municipal Library Grounds, Clearview Commons Park along Alfred Street and the Public Safety Center. The limits of mowing and ground maintenance will be defined by the Municipality. Specifications for the work to be performed by the Contractor will be as follows:
 - a. **Lawn and Turf Areas**
 1. All turf areas will be mowed with a walk behind rotary type mower no larger than 21 inches.
 2. All clippings will be caught with a bag system and removed from the site.
 3. Trimming will be done when required with each mowing around all objects, walks, curbs and beds with a line trimmer by hand. Avoid trimming too close to the trunks of trees that would scar the bark and cause damage. This will be inspected regularly.
 4. Litter and debris must be collected and removed prior to mowing. The Contractor may dispose of such items in the dumpster located at the Public Works Building.

When finished mowing, the Contractor will sweep and remove any grass clippings, litter and debris from curbs, sidewalks or streets adjoining the areas. Any Debris or Clippings will be Collected and Removed from the work-site. The contractor must adjust mowing patterns as not to allow grass clippings to be blown into any mulched ornamental bed. The Contractor will be Responsible for Cleaning Clippings out of Mulched Beds. Mulching of Litter and Debris while Mowing and Trimming will not be tolerated.

5. Mowing height of cut will be determined by the Superintendent of Public Works and will not be lower than 2 inches.
 6. No mowing or traffic will be permitted on turf areas when frost is present in the spring or fall.
 7. There will be 31 mowing cycles during the season completed on a weekly basis. Mowing will begin the first week of April and continue through October. If mowing is not required during the summer months, work will be given on the site equal in time and value or additional mowing during the spring may be requested. The determination of whether a mowing may be skipped will be at the discretion of the Superintendent of Public Works.
 8. Fall Cleaning of Leaves. The contractor shall be responsible for leaf removal from all turf areas specified in this agreement. The leaves shall be gathered and removed from turf areas or mulched with mowings, so grass will not be covered and killed during the winter months. Leaf cleanup shall take place during the first two weeks of November each year, but may be extended to the third and fourth weeks, due to some species of trees dropping their leaves later. A final approval must be given to the Contractor by the Director of Public Works, or his or her designee, stating that the turf areas in the agreement have been removed of leaves to the satisfaction of the Municipality before the Contractor can complete the Fall Cleaning of Leaves portion of the agreement.
 9. Reporting Damage. Any vandalism or storm damage to the planting areas will be reported to the Director or Superintendent of Public Works as soon as discovered by the Contractor.
- b. Court Yard and Flower Beds
1. All beds will be cleaned of trash, leaves, weeds and dead plant material before the last day of April.
 2. Beds will be mulched with a minimum of two inches of double shredded bark or mushroom manure and edged where necessary prior to Memorial Day (mulch will be supplied by the municipality).
 3. All beds will be cleaned of weeds, trash and debris on a weekly basis when mowing turf areas. These areas are included in the Fall leaf removal portion of the agreement as well.

5. **Work Schedule.** The work performed by the Contractor as described in this Agreement will normally take place from the spring growing season through the completion of the leaf removal portion of the agreement.
6. **Hours of Work.** The Contractor may perform the work on any day(s) of the week, with the exception of Sunday, between the hours of 7:00 a.m. and 7:00 p.m.
7. **Equipment.** The Contractor is responsible for providing, maintaining and transporting all necessary equipment, and fuel for its use, in connection with the program of park mowing and trimming described in this Agreement. All lawn and grass mower blades must be kept sufficiently sharp to provide a clean and even cut. All other tools and supplies necessary for performing the work required by this Agreement will be provided by the Contractor.
8. **Specifications and Bid Proposal.** The specifications and bid proposal submitted by the Contractor shall be incorporated herein and are to be construed as part of this Agreement. If the Municipality requests and accepts bids or quotations for additional flower planting and flower bed maintenance work which the Contractor agrees to provide, such bids or quotations shall be incorporated herein and are to be construed as part of this Agreement.
9. **Personnel.** The Contractor's personnel shall at all times, present a neat appearance, and all work shall be performed and all complaints handled with due regard to the Municipality's public relations. The Municipality and the Contractor will each be promptly notified by the other of any complaints received from the property owners. The Contractor shall utilize competent employees in performing the work specified in this Agreement. At the request of the Municipal Manager, the Contractor will replace any incompetent, unfaithful, abusive or disorderly person in his or her employ.
10. **Supervision, Consultation and Reporting.** It is agreed that the Municipal Manager or his authorized representative, and the Contractor must mutually understand work priorities, maintenance methods and management techniques. Upon request and/or necessity, an authorized municipal representative will accompany the Contractor to work areas to further clarify or describe maintenance methods and procedures. All work described in this Agreement shall be performed under the guidance of the Municipal Manager or his authorized representative and subject to his approval. The Contractor will consult with the Municipal Manager or his authorized representative regarding the details, scheduling and performance of the park mowing and trimming work, and will provide, upon the Municipality's request, weekly or monthly reports of work performed.
11. **Obstruction of Streets and Rights of Way.** The Contractor will arrange to keep sidewalks open for traffic whenever possible and will block portions of streets only when deemed necessary to protect private property. Warning signs and barricades shall be furnished and erected by the Contractor when warranted. It is the Contractor's responsibility to remove all surplus material and debris from streets as work progresses in order that the public will have adequate use of the affected streets.
12. **Accident Prevention.** The Contractor shall exercise precaution at all times for the protection of persons and property. Safety provisions of all applicable laws and ordinances shall be strictly observed. The Municipal Manager or his authorized representative may require the Contractor to discontinue hazardous work practices upon written notice. It is required that

the Contractor keep the necessary guards and protective devices at locations where work is being performed, to prevent injury to the public or damage to public or private property.

13. **Payment for Services.** In return for work performed by the Contractor, the Municipality agrees to pay the Contractor the sum of \$ _____ per week in the calendar year 2022. Provided that the Municipality exercises its two (2) irrevocable options to renew this Agreement as hereinafter set forth, the Municipality agrees to pay the Contractor the sum of \$ _____ for work performed in the calendar year 2023, and the total sum of \$ _____ for work performed in the calendar year 2024. The Contractor shall be paid according to the following schedule:
 - a. Fifteen (15) percent of the total sum bid for the year in which the work is performed on the first day of May, June, July, August and September of each year, pursuant to invoices submitted by the Contractor.
 - b. The remaining twenty-five (25) percent of the total sum bid for the year in which the work is performed, on October 15th of each year, pursuant to an invoice submitted by the Contractor following satisfactory completion of work.

14. **Insurance.** The Contractor agrees to furnish and maintain during the period of this Agreement, at its own cost, policies of insurance as follows:
 - a. Covering the legal liability of the Contractor, and/or its subcontractors who may be engaged in the work, to pay claims for personal injuries to the Contractor's employees and for death resulting therefrom under applicable Workmen's Compensation Law.
 - b. Covering the legal liability of the Contractor to pay claims or damages for personal injuries including wrongful death, in an amount not less than \$500,000.00 for any one person and subject to the same limit for each person, in an amount not less than \$1,000,000.00 on account of one accident, and to pay property damages arising from operations under this Agreement in an amount not less than \$200,000.00 for each accident and \$500,000.00 aggregate.
 - c. The Contractor shall provide the Municipality with a certificate issued by the insurance carrier or broker which evidences the coverage described above to the satisfaction of Mt. Lebanon.
 - d. The Contractor and all employees or agents of the Contractor assume all risk and danger incidental to the Contractor's obligations and operations provided in this Agreement. The Contractor agrees that neither the Municipality nor any of its officials, employees, agents or representatives shall be liable for injuries (including death) arising out of the Contractor's obligations and operations provided in this Agreement. The Contractor and all employees or agents of the Contractor do hereby forever release, remise, indemnify, and discharge the Municipality of and from any and all manner of actions, causes of action, claims and demands whatsoever and howsoever occurring for reason of injuries (including death) to person or property, arising out of the Contractor's obligations and operations provided in this Agreement.

15. **Liquidated Damages.** If the Contractor fails to perform the work in the manner specified by this Agreement, the Municipality may, at its option, assess the Contractor for each day that the

work is not performed. Before assessing liquidated damages, the Municipality will notify the Contractor of the problem and allow the Contractor twenty-four (24) hours to take corrective action. The assessment will be not more than one hundred dollars (\$100) per day. If, after further written notice, the Contractor fails to take corrective action the Municipality may terminate this Agreement and enter into an agreement with another Contractor, or may perform the work itself. The cost of performing the work will be deducted from any amount due under the Payment of Services schedule.

16. **Term of Agreement.** This Agreement represents the entire Agreement between the Municipality and the Contractor, and is entered into on the ___ day of _____, 2022. This Agreement shall become effective April 1, 2022, and shall remain in effect up to and including midnight, December 31, 2022; with the Municipality, subject to the provisions hereinafter stated, having two (2) successive, irrevocable options to renew for the period of January 1, 2023 to and including December 31, 2023 (hereinafter designated as "First Renewal Period"), and for the period of January 1, 2024 to and including December 31, 2024 (hereinafter designated as "Second Renewal Period").

The Municipality shall have the option of renewing this Agreement for the First Renewal Period on the basis of the bid price submitted by the Contractor for such First Renewal Period, and upon all of the other terms and conditions stated in this Agreement, by notifying the Contractor in writing on or before October 15, 2022. If the Municipality fails to provide such notification to the Contractor to renew this Agreement for the First Renewal Period, then this Agreement shall terminate on December 31, 2022.

If the Municipality exercises its option to renew for the First Renewal Period as set forth above, the Municipality shall have the option of renewing this Agreement for the Second Renewal Period on the basis of the bid price submitted by the Contractor for such Second Renewal Period, and upon all of the other terms and conditions stated in this Agreement, by notifying the Contractor in writing on or before October 15, 2023. If the Municipality fails to provide such notification to the Contractor to renew this Agreement for the Second Renewal Period, then this Agreement shall terminate on December 31, 2023.

WITNESS (ATTEST IF CORPORATION):

CONTRACTOR:

By: _____

By: _____

Name: _____

Address: _____

Telephone: _____

ATTEST:

MT. LEBANON, PENNSYLVANIA

Director, Public Works

By: _____
Municipal Manager

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Antibid-Rigging 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 noncompetitive 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.

NON-COLLUSION AFFIDAVIT

Contract/Bid No. _____

State of _____ :

:s.s.

County of _____ :

I state that I am _____ of _____
(Title) (Name of my firm)

and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

(1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.

(2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor 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 noncompetitive bid or other form of complementary bid.

(4) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.

(5) _____, its affiliates, subsidiaries, officers, directors and
(Name of my firm)

employees are not currently under investigation by any governmental agency and have not in the last four 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 _____ understands and acknowledges that the above representations are
(Name of my firm)

material and important, and will be relied on by _____ in awarding the contract(s) for which this bid is
(Name of public entity)

submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from _____ of the true facts relating to the submission of bids for this contract.
(Name of public entity)

(Name and Company Position)

SWORN TO AND SUBSCRIBED
BEFORE ME THIS _____ DAY
OF _____, _____

Notary Public

My Commission Expires