AGREEMENT – STREET SWEEPING

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 of street sweeping as designated by the Municipality, and the Municipality agrees to pay for the same, all subject to the following terms and conditions:

- 1. <u>Provision of Labor, Tools, and Equipment</u>. The Contractor agrees to furnish and pay all necessary expenses for all labor, tools, and equipment in connection with the program of street sweeping as designated by the Municipality.
- 2. <u>Observance of Laws and Ordinances</u>. 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 on behalf of, the Municipality without prior written approval of the Director of Public Works or his authorized representative. No work shall be done on any street sweeping involved in such payments, promises or representations until such approval of the Director of Public Works or his authorized representative has been obtained.
- 4. <u>Description of Work</u>. The Contractor agrees to perform all street sweeping operations in the manner specified in this Agreement on all public streets as shown on the street map, which is attached to and made a part of this contract. Specifications for the Base Bid work to be performed by the Contractor will be as follows:
 - A. The Contractor shall sweep each public street or highway in Mt. Lebanon once in April, June, and August (except those shown on Appendix "A" attached to the contract).
 - B. Sweeping shall be done with approved, properly maintained, and operated mechanical, vacuum or air regenerative street sweepers or a combination of more than one type. The bidder shall attach to the proposal a list of the machines which are proposed to be used on this contract. Only those listed machines approved by Mt. Lebanon shall be used. New or additional machines shall have Mt. Lebanon approval before they are placed into service.
 - 1) All sweepers shall be properly registered, licensed, inspected, and insured in accordance with the Vehicle Code of Pennsylvania and shall be so maintained throughout the life of the contract.
 - 2) All sweepers shall be equipped with an efficient water spray system in good operating condition for dust control.

- 3) Sweepers must be equipped with a gutter broom and main broom or vacuum system or air regenerative system capable of sweeping a path with a minimum width of nine (9) feet.
- C. Streets shall be swept from the paved surface along the normal curb line of the roadway, whether an actual curb exists. All curb / gutter lines, including traffic islands and medians will be swept.
- D. Sweeping shall remove all debris from the roadway surface to the satisfaction of Mt. Lebanon. Debris shall mean all materials normally picked up by mechanical and vacuum street sweepers and shall include, but not be limited to, gravel and small stones, sand, salt, glass, paper, plastics, and cans.
- E. Large items such as stones, tree limbs, wood, cable, boxes, and crates, are not included in normal debris and are not expected to be removed in the sweeping. The presence of large items or other hazardous conditions on the roadway shall be promptly reported by the Contractor to the Superintendent of Public Works. The areas will be swept after the obstructions are removed.
- F. The Contractor will be responsible for transporting all swept debris and dumping it at the Mt. Lebanon public works property in an area designated by the municipality. Mt. Lebanon will dispose of the debris at no expense to the Contractor. The contractor is required to record and report the total volume of debris removed from the streets on a daily basis.
- G. Water for sweeping will be supplied from specified fire hydrants at no expense to the Contractor. The Contractor shall keep a daily record of all hydrants used and report them to the Public Works Department. Hydrants not on the specified list shall not be opened or used by the Contractor. Hydrant malfunctions or leaks shall be immediately reported to the Public Works Department.
- H. The Contractor must have a supervisor or foreman available at all times to direct the sweeping operation and they shall report to the Superintendent of Public Works on a regular basis as directed. The supervisor or foreman shall contact the superintendent in person or by telephone once a day to receive directions, complaints, and other messages. The contractor will be required to maintain a checklist of streets that have been completed and record the date a street has been completed. The record sheet or a copy will be submitted to the public works superintendent when sweeping is finished. Payment will not be issued until complete records are submitted.
- I. The Contractor will not be permitted to work during adverse weather conditions. These include snow, freezing rain, ambient temperatures under 30 degrees Fahrenheit and hard or prolonged rainstorms. The Contractor will be permitted to work during light rain, drizzle, occasional showers, etc.
- J. The business district sweeping will include the sweeping of the Beverly Road and Washington Road business districts as well as other areas such as parking lots and parking areas to be determined by the Municipality. This service will be provided from 5:00 a.m. to 7:00 a.m. every Friday, weather permitting April through October. The Municipality will determine when sweeping will be skipped and this service will be billed per response.
- 5. <u>Work Schedule</u>. Work, as described in this Agreement, will take place from April through September (three sweeps). Once an individual sweep is started, the contractor will have a maximum of 21 consecutive calendar days to complete all streets. Sweeping will start on April 15, June 15, and August 15, unless alternate dates are authorized by the Municipality.

- 6. <u>Hours of Work</u>. The Contractor shall perform the work on weekdays (Monday through Friday), between the hours of 7:00 a.m. and 5:00 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 street sweeping described in this Agreement. All other tools and supplies necessary for performing the work required by this Agreement will be provided by the Contractor.
- 8. <u>Specifications and Bid Proposal</u>. 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 street sweeping 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. <u>Personnel</u>. The Contractor's personnel shall always 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 Director of Public Works, the Contractor will replace any incompetent, unfaithful, abusive, or disorderly person in their employ.
- 10. <u>Supervision, Consultation and Reporting</u>. It is agreed that the Director of Public Works or authorized representative, and the Contractor must mutually understand work priorities, sweeping 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 sweeping methods and procedures. All work described in this Agreement shall be performed under the guidance of the Director or Superintendent of Public Works and subject to their approval. The Contractor will consult with the Director or Superintendent of Public Works regarding the details, scheduling and performance of the street sweeping work, and will provide, upon the Municipality's request, weekly or monthly reports of work performed.
- 11. <u>Accident Prevention</u>. The Contractor shall always exercise caution for the protection of persons and property. Safety provisions of all applicable laws and ordinances shall be strictly observed. The Director of Public Works or his authorized representative may require the Contractor to discontinue hazardous work practices upon written notice.
- 12. <u>Payment for Services.</u> In return for work performed by the Contractor, the Municipality agrees to pay the Contractor the sum of ______ in the calendar year **2024**. The Contractor shall be paid pursuant to invoices submitted by the Contractor following the last day of each month.
- 13. <u>Insurance</u>. 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 there from under applicable Workmen's Compensation Law.
 - B. Covering the legal liability of the Contractor to pay claims for damages for personal injuries (including death) on account of accidents to persons other than employees of the Contractor and

to pay claims for property damages arising from operations under this Agreement, in amounts as follows:

<u>Public Liability Insurance</u>: In an amount no less than \$500,000 to any one person, and subject to the same limit for each person, in an amount not less than \$1,000,000 on account of one accident; and

<u>Property Damage Insurance</u>: In an amount, not less than \$500,000 for each accident and \$500,000 aggregate.

- C. Certificates of Insurance The Contractor shall provide to the Manager, prior to commencing work, Certificates of Insurance evidencing the renewal of such policies of insurance, which expire during the term of this Contract. The certificates shall provide that the insurance company will inform the Municipality, in writing by registered mail, thirty (30) days prior to the termination of the policy and prior to any alterations made in the policy which alterations change, restrict, or reduce the insurance provided or change the name of the insured. The Municipality of Mt. Lebanon, its Commissioners, employees, and agents shall be named as additional insureds on the comprehensive/commercial general liability insurance.
- D. Indemnification Contractor agrees to protect, defend, indemnify and hold harmless the Municipality, its Manager, Elected Officials, agents, and employees from and against any and all liability, damages, claims, suits, liens and judgments of whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or for damage to the property of any person or persons, caused by or arising out of any activity undertaken pursuant to this agreement. Contractor further agrees to protect, defend, indemnify, and hold harmless the Municipality from and against any claims or liability for compensation under the Workmen's Compensation Act arising out of injuries sustained by any employees of contractor or of any licensees, contractors, or subcontractor of contractor. Contractor's obligations to protect, defend, indemnify, and hold harmless, as set forth in this Paragraph, shall include all attorney's fees incurred by the Municipality in enforcing and/or obtaining compliance with the provisions of this paragraph.

CONTRACTOR.

withess (ATTEST IF CORFORATION).	CONTRACTOR.
	By:
	Name:
	Address:
	Telephone:
ATTEST:	MT. LEBANON, PENNSYLVANIA
Secretary	By:
)	,

WITNESS (ATTEST IF CODDOD ATION).

Street Sweeping Debris Records

Date	# of loads	Estimated Tonnage	Operator

Street Sweeping List West

Completed	RD NAME
1 1 1 1 1 1 1	ACADEMY PLACE
	ALEXANDER PLACE
	ARROWOOD DRIVE
	AUSTIN AVENUE
	BETHANY DRIVE
	BOWER HILL ROAD
	BOXWOOD DRIVE
	CARLETON DRIVE
	CARNEGIE DRIVE
	CEDAR BOULEVARD
	CHALMERS PLACE
	CLEMSON DRIVE
	CORACE DRIVE
	CRAIGVIEW DRIVE
	DILLON DRIVE
	DRIFTWOOD DRIVE
	DUQUESNE DRIVE
	ELATAN DRIVE
	ELLA STREET
	FIRWOOD DRIVE
	FLINTRIDGE ROAD
	FOLKSTONE DRIVE
	FOXLAND DRIVE
	GLAIDS DRIVE
	GREENHURST DRIVE
	HARTLE LANE
	HARWOOD DRIVE
	HILLAIRE DRIVE
	HOLLYCREST DRIVE
	JAYCEE DRIVE
	KELSO ROAD
	KURT DRIVE
	LAKEMONT DRIVE
	LARCHDALE DRIVE
	LINDA LANE
	LINDENDALE DRIVE
	LOCUST LANE
	LONGRIDGE DRIVE
	MAPLEWOOD DRIVE
	MOFFETT STREET
	MORELAND DRIVE
	MORGAN DRIVE
	NORTH WREN DRIVE

OAK PARK PLACE
OAK PARK PLACE
OLD HICKORY ROAD
OXFORD BOULEVARD
 PAINTERS RUN ROAD
PARKVIEW DRIVE
PAT HAVEN DRIVE
PAYTON DRIVE
 PEMBROKE DRIVE
PINEWOOD DRIVE
RAWLEY DRIVE
ROSBURY PLACE
RUTH STREET
SAGE DRIVE
SALEM DRIVE
SANDRAE DRIVE
SEGAR ROAD
SOMERVILLE DRIVE
SUMMER PLACE
SWEET GUM ROAD
SYLVANDELL DRIVE
TERRACEVIEW DRIVE
VANDERBILT DRIVE
WHITBY LANE
WILLOW DRIVE
WORCESTER DRIVE

Street Sweeping List South

Completed	RD_NAME
_	ABBEYVILLE ROAD
	ALLENBERRY CIRCLE
	ALLENDALE PLACE
	ALTADENA DRIVE
	AUDIT WAY
	BEADLING ROAD
	BIRD PARK DRIVE
	BRADLEY COURT
	CHEROKEE PLACE
	CONNOR ROAD
	CRESCENT DRIVE
	DUPONT CIRCLE
	EISENHOWER DRIVE
	FOREST GLEN DRIVE
	FORESTVIEW DRIVE
	GILKESON ROAD
	HALSEY COURT
	HIGHRIDGE CIRCLE
	HOODRIDGE DRIVE
	INGLEWOOD DRIVE
	IROQUOIS DRIVE
	JAMES PLACE
	KEWANNA AVENUE
	KINGSBERRY CIRCLE
	LONGUEVUE DRIVE
	MACARTHUR DRIVE
	MARGARETTA AVENUE
	MARKHAM DRIVE
	MARSHALL DRIVE
	MARTHA AVENUE
	MAYFAIR DRIVE
	MCCONNELL MILL LANE
	MOHAWK DRIVE
	MOHICAN DRIVE
	MT. LEBANON BOULEVARD
	NAKOMA DRIVE
	NAVAHOE DRIVE
	NORTH HIGHLAND ROAD
	OAKWOOD DRIVE
	OLD GILKESON ROAD
	ORDALE BOULEVARD
	OREGON TRAIL
	PARKRIDGE LANE
	1

Completed	RD_NAME
	PIPER DRIVE
	PUEBLO DRIVE
	PURCHASE PLACE
	QUEENSBERRY CIRCLE
	RIDGEVIEW DRIVE
	RIDGWAY COURT
	ROCK HAVEN LANE
	ROCKLYNN PLACE
	ROCKWOOD AVENUE
	ROYAL COURT
	ROYCROFT AVENUE
	SEMINOLE DRIVE
	SENECA DRIVE
	SKYLARK CIRCLE
	SPALDING CIRCLE
	SPRUCEWOOD DRIVE
	STANDISH BOULEVARD
	STILWELL COURT
	SUNNYHILL DRIVE
	SUNRIDGE DRIVE
	SYRACUSE AVENUE
	TERRACE DRIVE
	THORNBERRY CIRCLE
	VALLEVISTA AVENUE
	VALLIMONT DRIVE
	VEE LYNN DRIVE
	VERMONT AVENUE
	VERNON DRIVE
	VIRGINIA WAY
	WAINWRIGHT DRIVE
	WASHINGTON ROAD
	WHITE OAK CIRCLE
	WHITMORE STREET
	WILLOW HEATH DRIVE
	WOODHAVEN DRIVE
	WOODLAND DRIVE
	WOODRIDGE CIRCLE
	YOUNGWOOD ROAD

Street Sweeping List North

Campulated	DD NAME
Completed	RD_NAME
	AKRON AVENUE
	ARDEN LANE
	ARDEN ROAD
	ARLIN ALLEY
	BEVERLY ROAD
	BLUESPRUCE CIRCLE
	BOWER ALLEY
	COLONIAL DRIVE
	COLONY CIRCLE
	COUCH FARM ROAD
	DAN DRIVE
	DELL AVENUE
	DIXON AVENUE
	EDWARD AVENUE
	ELM SPRING ROAD
	GLEN RIDGE LANE
	GREENLAWN DRIVE
	HELEN DRIVE
	HILLCREST PLACE
	HOLLY LANE
	KENFOREST DRIVE
	KENMONT AVENUE
	LARCHMONT ROAD
	LAVINA AVENUE
	LAYTON AVENUE
	LYNDHURST AVENUE
	MANOR PLACE
	MARLIN DRIVE EAST
	MARLIN DRIVE WEST
	MARTIN AVENUE
	MCCANN PLACE
	MCCULLY STREET
	MCFARLAND ROAD
	MCMONAGLE AVENUE
	MIDWAY ROAD
	MORRISON DRIVE
	NAVATO PLACE
	NEULON AVENUE
	NEWBURN DRIVE
	NORTH MEADOWCROFT AVENUE
	NORTHRIDGE DRIVE
	OAK FOREST DRIVE
	OSAGE ROAD
<u> </u>	1

Completed	RD_NAME
	OVERLOOK DRIVE
	PARKER DRIVE
	PINE SHADOWS DRIVE
	PINETREE ROAD
	PINOAK ROAD
	RACINE AVENUE
	RALSTON PLACE
	RIDGEFIELD AVENUE
	ROBINWOOD DRIVE
	ROYCE AVENUE
	SCRUBGRASS ROAD
	SHADOWLAWN AVENUE
	SIEAFORTH AVENUE
	THEODAN DRIVE
	TWIN HILLS DRIVE
	VALLEYVIEW ROAD
	VOLTA WAY
	WASSON PLACE
	WILLIAMSBURG ROAD

Street Sweeping List Central

Completed	RD_NAME	Completed RD_NAME
	ACADEMY AVENUE	LEMOYNE AVENUE
	ADELINE AVENUE	LILAC WAY
	ALFRED STREET	LYNN HAVEN DRIVE
	ALTOONA PLACE	MABRICK AVENUE
	ASHLAND AVENUE	MAGNOLIA PLACE
	ASHLEY ALLEY	MAIN ENTRANCE DRIVE
	ATLANTA DRIVE	MAPLETON AVENUE
	ATLANTA PLACE	MARIETTA PLACE
	AVON DRIVE	MARLIN DRIVE
	BARRE ALLEY	MERION DRIVE
	BARTH AVENUE	MIAMI AVENUE
	BATON WAY	MIDWAY ALLEY
	BAYWOOD AVENUE	MISSION DRIVE
	BIRCH AVENUE	OAK WAY
	BRUCEWOOD DRIVE	OLD ORCHARD PLACE
	BUCHANAN PLACE	ORCHARD DRIVE
	CASTLE SHANNON BOULEVARD	OUTLOOK DRIVE
	CENTRAL SQUARE	PARK ENTRANCE DRIVE
	CENTRAL WAY	PARKWAY DRIVE
	CHURCH PLACE	PARSE WAY
	CIRCLE DRIVE	PENNSYLVANIA BOULEVARD
	CLOKEY AVENUE	POPLAR DRIVE
	COCHRAN ROAD	RAE AVENUE
	CONNECTING ROAD	ROSELAWN AVENUE
	COOLIDGE AVENUE	SAVANNAH AVENUE
	CORNELL PLACE	SERPENTINE DRIVE
	CRESTVUE MANOR DRIVE	SERRANO AVENUE
	CYPRESS AVENUE	SHADY DRIVE EAST
	DERBY ALLEY	SHADY DRIVE WEST
	FLORENCE PLACE	SOUTH MEADOWCROFT AVENUE
	FLORIDA AVENUE	SPRUCETON AVENUE
	HAVERFORD CIRCLE	ST. CLAIR DRIVE
	HAZEL DRIVE	SUMMIT ALLEY
	HEMLOCK STREET	SUNRISE DRIVE
	HIGHLAND ROAD	TOWERCREST DRIVE
	HILF STREET	WISTERIA AVENUE
	JAYSON AVENUE	WYNNEWOOD DRIVE
	JEFFERSON DRIVE	1
	LANCASTER AVENUE	1
	LANSDALE PLACE	1
	LAWNCROFT AVENUE	1
	LEBANON AVENUE	1
	. 55 444 644 444 4 6 5 5 11 / 5	1

LEBANON HILLS DRIVE

Completed	RD_NAME
	ABINGTON DRIVE
	ANAWANDA AVENUE
	ARLINGTON PARK
	AUDUBON AVENUE
	BRAFFERTON DRIVE
	BRIAR MEADOWS DRIVE
	BRIARWOOD AVENUE
	BRIDGEWATER DRIVE
	BROADMOOR AVENUE
	CATALPA PLACE
	COOKE LANE
	COUNTRY CLUB DRIVE
	CRAIG COURT
	CRYSTAL DRIVE
	DEWALT DRIVE
	DORCHESTER AVENUE
	EARLSWOOD AVENUE
	FERNWOOD AVENUE
	FIELDBROOK DRIVE
	FRUITHURST DRIVE
	GYPSY LANE
	HAVERHILL ROAD
	HIGHVUE ROAD
	ILLINOIS AVENUE
	JONQUIL PLACE
	KENILWORTH DRIVE
	LINDENWOOD AVENUE
	LOVINGSTON DRIVE
	McCormick Lane
	MCNEILLY ROAD
	MERIDIAN DRIVE
	MIDLAND AVENUE
	MILBETH DRIVE
	MISSISSIPPI AVENUE
	MORTON LANE
	OLD FARM ROAD
	PARKSIDE AVENUE
	PINE AVENUE
	QUESTEND AVENUE
	RICHLAND ROAD
	ROBB HOLLOW ROAD
	ROCK SPRINGS ROAD
	ROSEMONT AVENUE

Completed	RD_NAME
	ROSS WAY
	SCOTT ROAD
	SHADY LANE
	SLEEPY HOLLOW ROAD
	SUMMIT DRIVE
	SUNSET DRIVE
	TAMPA AVENUE
	THORNWOOD DRIVE
	THORNYCROFT AVENUE
	VALLEY PARK DRIVE
	WESTOVER ROAD