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 December 19, 2024, at the Commission Chambers of the Municipal Building, 710 Washington Road, Mt. Lebanon, Pennsylvania 15228, for the following:

- PARK MOWING AREA 1 MAIN PARK, TENNIS CENTER, 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
- COMMERCIAL DISTRICT LANDSCAPE MAINTENANCE
- LIBRARY, PUBLIC SAFETY CENTER, SWIM 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.

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, or online at www.mtlebanon.org/publicdocuments.

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, Tennis Center, 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 Commercial District Landscape Maintenance"
- "Bid for Library, Public Safety Center, Swim Center, & Clearview Commons Turf & Grounds Maintenance"

and delivered to the Customer Service Center 2nd floor, 710 Washington Road, Pittsburgh, Pennsylvania 15228. Bids must be delivered before the time specified, only to this location. Check in at the virtual kiosk at the main entrance.

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, SWIM CENTER, CLEARVIEW COMMON 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, Swim Center, and Clearview Common Turf & Grounds Maintenance.

- 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, Swim Center, and Clearview Common 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, Swim Center, and Clearview Common 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.

AGREEMENT

This Agreeme	ent is mad	le and entered in	to by and between	Mt. Lebano	n, Pennsylv	ania, a
municipal subdivisio	n of the	Commonwealth	of Pennsylvania,	hereinafter	designated	as the
"Municipality," and			hereinafter	designated a	s the "Contr	actor."

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, Swim Center, and Clearview Common 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. <u>Description of Work</u>. 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, Public Safety Center grounds, Swim Center grounds, and Clearview Common Park grounds. 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 (Library, Public Safety Center, Clearview Common)
 - 1. All turf areas will be mowed with a walk behind rotary type mower.
 - 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. The contractor must trim both sides of the fencing Public Safety Center.

- 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 not 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. Lawn and Turf Areas (Swim Center)

- 1. All turf areas will be mowed with a walk behind rotary type mower.
- 2. All clippings will be caught with a bag system and removed from the site.
- 3. All sidewalk edges are not to be trimmed; mowing up to the edge is sufficient. The contractor must trim both sides of the fencing at the swim center.

- 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 not 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. Contractor will not mow to a height of less than three and one-half (3-1/2) inches.
- 6. No mowing or traffic will be permitted on turf areas when frost is present in the spring or fall. All mowing to be completed prior to 9:00am
- 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.

c. 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 and edged where necessary prior to Memorial Day (mulch will be supplied by the municipality and delivered to each location upon scheduled request).
- 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. Aside from mulching, the only landscape bed at the Library this applies to is

the front annual flower bed with the electronic sign in the middle, all other beds are maintained by volunteer gardeners.

5. <u>Work Schedule</u>. 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.

(Library, Public Safety Center, Clearview Common) 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.

(Swim Center) The Contractor may perform the work on any day(s) of the week, with the exception of Sunday. The Swim Center must be mowed and completed from 7:00am-9:00am.

- 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. <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 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. <u>Accident Prevention</u>. 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 2025. 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 2026, and the total sum of \$____ for work performed in the calendar year 2027. 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. <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 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. <u>Liquidated Damages</u>. If the Contractor fails to perform the work in the manner specified by this Agreement, the Municipality may, at is 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. <u>Term of Agreement</u>. This Agreement represents the entire Agreement between the Municipality and the Contractor, and is entered into on the ___day of _______, 2025. This Agreement shall become effective April 1, 2025, and shall remain in effect up to and including midnight, December 31, 2025; with the Municipality, subject to the provisions hereinafter stated, having two (2) successive, irrevocable options to renew for the period of January 1, 2026 to and including December 31, 2026 (hereinafter designated as "First Renewal Period"), and for the period of January 1, 2027 to and including December 31, 2027 (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, 2025. 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, 2025.

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, 2026. 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, 2026.

WITNESS (ATTEST IF CORPORATION):	CONTRACTOR:
Ву:	By:
	Name:
	Address:

Lib-PSC-Swim-CVC 2025-2027

	Telephone:
ATTEST:	MT. LEBANON, PENNSYLVANIA
Director Public Works	By: Municipal Manager
Director, Public Works	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

Cont	ract/Bid No			
State	of			
Cour	nty of		:S.S. :	
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	=======================================	(Title)		(Name of my firm)
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I stat (1)			have been arrived a	nt independently and without consultation, or potential bidder.
(2)		disclosed to any ot		approximate price(s) nor approximate amount o is a bidder or potential bidder, and they will
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(4)			and not pursuant to any aplementary or other no	agreement or discussion with, or inducement oncompetitive bid.
(5)			, its affiliates, s	subsidiaries, officers,
	(Name of	my firm)		
	years been convicted	or found liable fo	or any act prohibited b	nmental agency and have not in the last four by State or Federal law in any jurisdiction, y public contract, except as follows:
I stat	e that	<u> </u>	_ understands and ack	nowledges that the above
repre	esentations are materia	al and important,	and will be relied or	n by(Name of public entity)
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	warding the contract(s	affidavit is an	d shall be treat	derstand and my firm understands that any red as fraudulent concealment from ing to the submission of bids for this contract.
	(Name of public entit	y)	_	
			(Nai	me and Company Position)
SWC	ORN TO AND SUBSC	RIBED		
	ORE ME THIS			
	Notary Public	My C	ommission Expires	

MT. LEBANON, PENNSYLVANIA

DEFINITION OF CONTRACTUAL GROUNDS MAINTENANCE 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 Facilities & Parks Coordinator. Other requirements or services specific to each location are noted in the Agreement portion of the contract

Library: 31 mowings per season / fall leaf removal / mulching / weeding*front bed only

Public Safety Center: 31 mowings per season / fall leaf removal / mulching / weeding

Swim Center: 31 Mowings per season

Clearview Common: 31 mowings per season / fall leaf removal / mulching / weeding

Swim Center Mowing Boundaries



MT. LEBANON, PENNSYLVANIA DEPARTMENT OF PUBLIC WORKS PROPOSAL

LIBRARY-PUBLIC SAFETY CENTER-SWIM CENTER-CLEARVIEW COMMON TURF & GROUNDS MAINTENANCE

Mt. Lebanon Commission 710 Washington Road Pittsburgh, Pennsylvania 15228

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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.

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LIBRAR	Y-PUBLIC	C SAFE	TY CENTE	CR-CLE	ARVII	EW COMMON	N Total Cost
\$_		2025	\$	2026	\$	2027	
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