Legal Advertisement

SAUCON VALLEY SCHOOL DISTRICT
2097 Polk Valley Road
Hellertown, PA 18055

LAWN CARE BIDS WANTED

Sealed bids will be received by the Saucon Valley School District at the Office of the Business Manager in the Saucon Valley Campus Administration Building, 2097 Polk Valley Road, Hellertown, PA 18055, for Lawn Care Services until 1:00 P.M. prevailing time on Monday, January 8, 2018.

Copies of the specifications may be obtained at the Office of the Business Manager, 2097 Polk Valley Road, Hellertown, PA. The Business Office is open Monday through Friday, 8:00 A.M. to 4:00 P.M.

Envelopes are to be clearly marked:

“BID FOR LAWN CARE SERVICES”

Bids will be opened and read publicly in the Business Office on Monday, January 8, 2018 at 1:00PM

The Board of School Directors reserves the right to reject any or all bids, or award the bid in the best interest of the School District as judged by the Board of School Directors. No bid may be withdrawn during the sixty (60) days after the scheduled closing date for receiving bids.

BY ORDER OF THE BOARD OF SCHOOL DIRECTORS
David J. Bonenberger, Business Manager
Intent

To furnish all services, skilled labor, materials, equipment, tools, and insurance certificates necessary to render the lawn mowing services for Saucon Valley School District (herein referred to as “owner”) according to the project specifications contained herein for the period of July 1-2018 till June 30 - 2019

Property Location

2097/ 2100 Polk Valley Road – School Campus

Scope of Services – Lawn Mowing and Trimming

1. Cutting of all grass areas, including inner court yards.
2. Trimming and of all grass and weeds along all buildings, structures, foundations, flower, tree and shrub beds, sidewalks, around isolated poles and trees, all banks, swales, culverts and hills and along fences and curb lines. The culvert along the varsity baseball field, and the hill above the football practice field shall be cut three times a year at the beginning of May, August, and October.
3. Cutting of grass and weeds inside all detention basins, unless otherwise instructed.
4. Grass areas are to be cut and trimmed at a minimum of once a week as appropriate or as determined by the Owner.
5. The height of cut is to be 1 ¼” to 2” on most all athletic fields (practice & game fields), except the Field Hockey fields which will be cut at 1” during the season. The general grounds will be cut at 2” - 2 ½”. Other cutting heights may be required due to weather conditions and in this event the height will be determined by the Owner. During the hot summer months the height requirement will vary and will be communicated with the owner.
6. Cutting blades shall be maintained in a sharp condition.
7. All grass and weed clippings will be cleaned from all parking lots, sidewalks, walkways, tennis courts, and any other non-grass areas after each cutting.
8. All clumps of cut grass shall be removed from the site and there can be no dead grass or clumps lying on the fields after cutting. Grass should not be blown onto the infield dirt of any baseball or softball fields.
9. The Contractor must take care in their mowing along changes in slope so that no lawn area is “scalped” or “burned” by the lawn mower blades.
10. The contractor must take care when using “zero turn mowers” as to not damage the lawn by sliding the mower tires while making a zero degree turn. (On the hills)
11. The contractor shall cut the infield grass of the two district baseball fields with a hand push mower to protect infield cut out areas where the grass meets the dirt.
12. The contractor must take care of trimming around all fences so as to not damage posts or fabric. Any damaged posts or fabric shall be replaced at the contractor expense.
13. No cutting can be performed while authorized groups are utilizing the athletic fields, in the area of the field being used.
14. The Owner shall have the right to increase or delete cuttings due to weather conditions or other just cause.
15. All areas shall be completely cut at every cutting. Partial cuttings of locations shall not be permitted unless directed by owner.
16. It is the contractor’s responsibility to move all goals, cut, and return the goals to original position without damaging the goals.
17. The contractor is responsible for regularly weeding all the flower beds and any other weeds within the district including curb lines.
18. The contractor will trim all the shrubs within the district once a year in late May (prior to graduation).
19. Any glass that is broken by the contractor due to objects from the mowers or the weed wacker will be replaced by the owner at the contractors expense. Mesko Glass will do all repairs.
20. Any damage to permanently fixed athletic equipment/facilities (such as track surfaces) will be replaced or repairs by the owner at the contractor’s expense.
21. Grass shall be cut on fields and in open areas in alternating directions on a weekly basis as to not create tire marks or ruts over time.

Specifications for Lawn Mowing Services

1. The Contractor, while engaged in carrying out and complying with any of the requirements of this project, is an independent Contractor and is not an officer, agent, or employee of the Owner.
2. The Owner shall have the right to act on all matters not specifically provided herein.
3. If the Contractor should file a petition for bankruptcy or if it should make a general assignment for the benefit of its creditors or if a receiver should be appointed on account of its insolvency or if it should violate any terms and conditions of the project specifications and Agreement or should otherwise fail to perform its duties in accordance with the project specifications and Agreement, the Owner may, without prejudice to any other right or remedy, terminate the Agreement and make other appropriate arrangements for the mowing services to be provided hereunder. In that event the Contractor shall only be entitled to be paid for work satisfactorily completed and shall not be entitled to any compensation for lost profits or any demobilization costs.
4. The Contractor represents and warrants to the Owner that it is solvent financially, is experienced in and competent to perform the mowing services and that its officers are familiar with all Federal, State or other regulatory Laws, Ordinances, and Regulations which in any manner whatsoever may affect its services.
5. Bids are to be accompanied by a Certified Check or Bid Bond in the amount not less than ten percent (10%) of the Base Bid made payable to the Owner.
6. Interested Contractors shall visit the sites before submitting Bids so that they are entirely familiar with the conditions. Bidders are instructed NOT to rely on the approximate acreage listed in the Bid/Agreement pages. Those acreages are provided only to help the Bidder determine the general scope of the project. No allowances for extras will be made due to the neglect of the Contractor to properly study the conditions before submitting the quote.
7. Each Bid shall contain an itemized Bid Price per cut for the entire district. Each bid shall include a price per playing field for any additional cuts.
8. Once the Bid has been awarded, the Contractor shall provide a copy of a Pennsylvania Child Abuse Clearance form, a copy of a Pennsylvania State Police Criminal Records Check and a copy of a Federal Criminal Check for each of the Contractor’s employees. No employee may be used on this project if the Contractor has not submitted satisfactory forms for that employee.
General Contract Requirements

1. The Contract Document Includes:
   - Notice to Bidders
   - Specifications dated 3-1-2018
   - Addendum(s) if any
   - Bid/Agreement
   - EEO/Affirmative Action Statement
   - Bid Bond (or other security)
   - Performance Bond (or other security)
   - Non-Collusion Affidavit
   - Professional Services Agreement
   - Certificate of Insurance

2. Within ten (10) days of issuance of Notice of Award and prior to approval of the Agreement, the Contractor shall provide a Performance Guarantee in the form of a Certified Check or Bond in the amount of not less than 10% of the total contract price, which Certified Check or Bond or other security shall be made payable to Owner and which Performance Guarantee will be held until completion of mowing for the 2018-2019 season. Failure to provide this security shall result in forfeiture of the Bid Security.

3. The Contractor shall provide proof of insurance as follows:
   
   A. The Contractor shall carry Workers Compensation Insurance for all his employees and those of his Subcontractors engaged in work at the site, in accordance with State Workers Compensation Laws.
   B. The Contractor shall carry Manufacturer’s and Contractor’s Public Liability Insurance with limits specified herein to protect the Contractor and his Subcontractors against claims for injury to or death of one, or more than one, person, because of accidents which may occur or result from operations under the Contract; such insurance shall cover the use of all equipment, including but not limited to lawn mowing equipment and motor vehicles in the performance of this project.
   C. The Contractor shall carry, during the life of the Contract, Property Damage Insurance in an amount specified herein to protect the Contractor and his Subcontractor from claims for property damage which might arise from operations under the Contract.
   D. Public Liability and Property Damage Insurance - $1,000,000.00 aggregate coverage with the Owner listed as an additional insured.
   E. Automobile Liability Insurance - $1,000,000.00 aggregate coverage with the Owner listed as an additional insured.
   F. A certificate verifying Workers Compensation Insurance, as required by law, in the amount of at least $500,000.00.

4. Invoices shall be submitted on a calendar month basis on an itemized bill to explain charges.

Performance of Successful Bidder

The District reserves the right to cancel its contract should the successful bidder fail to perform the work or furnish the items specified herein, and/or in accordance with their proposal.
Saucon Valley School District

EEO/Affirmative Action Statement

Saucon Valley School District pledges to provide equal opportunity with regard to race, color, religion, national origin, sex, age, disability, or Vietnam era veteran status. This pledge applied to all employees and applicants for employment in connection with hiring, placement, testing, transfer, promotion or demotion; recruiting, advertising or solicitation for employment; treatment during employment including but not limited to assignments, evaluation and work policies; selection for training or education; layoff or termination of employment; and rates of pay, fringe benefits or other forms of compensation including payment of wages to men and women performing substantially equal work.

Saucon Valley School District pledges to provide equal opportunity without regard to race, color, religion, national origin, sex, age, disability or Vietnam era veteran status to all interested bidders who desire to submit a bid proposal for consideration by said School District.

Special Project Provisions

The Owner, for the purposes of this Bid and Agreement is:

Saucon Valley School District
2097 Polk Valley Rd
Hellertown, PA 18055

1. Instructions issued by the Owner shall be given by the Supervisor of Campus Operations.

2. All grass shall be cut on Sunday. Saturdays are required if we are doing pesticide application on Sunday. If Saturday you will need to work around Sport events. A Saturday cut will be required on the weekend of the Hellertown Halloween Parade in October

3. Some Saturday cuts are allowed as long as it does not interfere with the athletic schedule.

4. Grass areas are to be cut and trimmed at a minimum of once per week as appropriate or as determined by the Supervisor of Operations, or his designee. Certain sports fields may require additional mowing during the week to accommodate playing schedules/tournaments. At the discretion of the Supervisor of Operations or staff representing the School District the contractor may perform these additional mowings.

5. The height of cut is to be 1 ½” on all athletic fields (practice and game fields), 1” on Field Hockey fields and 2 – 2 ½” in all other areas of the district. Other cutting heights may be desired due to weather or other conditions and in this event the height will be determined by the Owner. This includes the cutting and trimming of grass and weeds around and inside of bleachers, backstops, fence lines, service buildings, banks, hills, culverts, and basketball courts on a weekly basis.

6. Indemnification:

A. The Contractor will indemnify and hold harmless the Owner and their agents, consultants, and employees from and against all claims, damages, losses, and expenses including Attorney’s fees arising out of or resulting from the performance of the work, provided that any such claims, damage, loss, or expense is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property including the loss of use resulting there from; and is caused in whole or in part by any negligent or willful act or omission of the Contractor, Subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

B. In any or all claims against the Owner or any of their agents, consultants, or employees by any employee of the Contractor, Subcontractor, or anyone directly or indirectly employed by any of them or anyone for those acts any of them may be liable, the indemnification obligation shall not be limited in any way by any benefits payable by or for the Contractor or any Subcontractor under Workers Compensation Acts, Disability Acts, or other Employee Benefits Acts.
ACCEPTANCE OF BID AND CONTRACT AGREEMENT

Saucon Valley School District hereby accepts the above-referenced Bid and by signing this Bid Form enters into an Agreement with the above-referenced Contractor with all Agreement documents including:

1. Notice to Bidder
2. Specification dated of 3-1-2018
3. Addendum(s) No.____, _________, ______ (if any).
4. This Bid and Agreement
5. The Contract Performance Security provided by the Contractor
6. Certificate of Insurance provided by the Contractor
7. Non-Collusion Affidavit

AUTHORIZED BY SAUCON VALLEY SCHOOL DISTRICT this __________day of __________, 2018.

David Bonenberger, Business Manager
Performance Bond
(with Corporate Surety)

KNOW ALL MEN BY THESE PRESENTS, That we, ________________________________ as Principal
and __________________________ a corporation incorporated under the laws of the State of
____________________ as Surety, and held and firmly bound unto___________________
___________________ in the full
and just sum of_________________________ ($ ________________) dollars lawful money of the United
States of America, to be paid to the above School District or its assigns, to which payment well and truly to be
made, we bind ourselves, our heirs, executors administrators, successors and assigns, jointly and severally, firm
by these presents.

WHEREAS, the above bounden Principal has entered into a contract with the above School District, bearing
even date herewith, for the undertaking of certain obligations as therein set forth,

NOW, THEREFORE, the condition of this obligation is such that if the above bounden Principal, as
Contractor, shall in all respects comply with and faithfully perform the terms and conditions of said contract,
including the specifications and conditions referred to and made a part thereof, and such alterations as may be
made in said Specifications as therein set forth, then this Obligation shall be voice, but otherwise the same shall
be and remain in force, virtue and effect.

It is further provided that any alteration which may be made in the terms of the contract or its specifications
with the express approval of the School District or the Principal to the other, shall not in any way release the
Principal and the Surety or either or any of them, their heirs, executors, administrators, successors or assigns
from their liability hereunder, notice to the Surety of any such alteration or forbearance being hereby waived.

IN WITNESS WHEREOF, the said Principal and Surety have duly executed this Bond under Seal, pursuant to
due and legal action authorizing the same to be done on ________________(date of Bond).

_________________________
Attest/Witness

_________________________
Contractor

____________________________
Title

____________________________
Surety Company

____________________________
Title
_________________________ (name of person completing form), being first duly sworn, deposes and says that he/she is __________________________ (sole owner, a partner, president, secretary etc.) of ________________________________ (company name) the party making the foregoing proposal or bid; that such bid is genuine and not collusive; that said bidder has not colluded, conspired, connived, or agreed directly or indirectly with any bidder or person, to submit a bid that is not responsible, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any person, to fix the bid price of affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or that of any other bidder, or to secure any advantage against Saucon Valley School District, Northampton County, Pennsylvania, or any person interested in the proposed contract; and that all statements contained in said proposal or bid are true; and further that such bidder has not, directly or indirectly, submitted this bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member of agent thereof.

__________________________________  
Affiant

Sworn to and subscribed before me this _______ day of ______________________, 2018.

__________________________________  
Notary Public
PROFESSIONAL SERVICE AGREEMENT
LAWN MOWING SERVICES

(TO BE COMPLETED ONLY IN THE EVENT OF A BID AWARD)

This agreement made this__________day of ____________________, 2018, between the
_____________________________, a duly incorporate School District with its officers located at
_____________________________, Pennsylvania, _________________(hereinafter referred to as “School
District”)

AND

_____________________________, having an office for business located at
_______________________________(hereinafter referred to as “Provider”).

WHEREAS, SAUCON VALLEY SCHOOL DISTRICT desires to obtain the lawn mowing services of a
kind and nature hereinafter described; and
WHEREAS, PROVIDER is an individual engaged in the business of offering general lawn services; and
WHEREAS, PROVIDER desires to render these services to SAUCON VALLEY SCHOOL DISTRICT as
an independent contractor, subject to the terms and conditions in the Agreement.

NOW THEREFORE, in consideration of the mutual promises, covenants, and other good valuable
consideration hereinafter contained, the parties hereto, intending to be legally bound, agree as follows:

1. RECITALS.
The recitals set forth above in the foregoing whereas paragraphs shall be considered to provide substantive
provisions of the Agreement and are incorporated herein by this reference.

2. SCOPE OF SERVICES
PROVIDER shall be responsible for the mowing and trimming of the lawn areas as described in Exhibit
“A”.
PROVIDER shall perform these services on an as needed basis but not more than one time within seven
(7) calendar days unless PROVIDER obtains approval for the same from SAUCON VALLEY SCHOOL DISTRICT.

3. TERM.
   A. This Agreement shall become effective when executed by the Business Manager of the SAUCON
      VALLEY SCHOOL DISTRICT and shall be in effect for a period through June 30-2019___.
   B. SAUCON VALLEY SCHOOL DISTRICT shall have the right to extend the term of this
      Agreement for a period of one (1) additional term of one (1) year.
   C. SAUCON VALLEY SCHOOL DISTRICT shall exercise the right to extend the term of this
      Agreement by notifying PROVIDER, in writing at least thirty (30) days prior to the termination of
      the then existing term.
   D. No extension of the term of this Agreement will change the remaining terms or conditions of the
      Agreement.
   E. No extension of the term of this Agreement shall be in effect unless consented to by PROVIDER,
      in writing.
F. The SAUCON VALLEY SCHOOL DISTRICT retains the option to extend this Agreement to include subsequent and additional landscaping and lawn services of projects beyond those specified herein, upon mutual agreement and written modification to this Agreement.

4. COMPENSATION,
   A. PROVIDER shall receive the sum of __________________________($__________) for the lawn mowing services of the entire School District per cut, and the sum of____________________($__________) for extra cuts PER FIELD.
   B. PROVIDER shall submit invoices for the status reports on the services performed and expenses incurred to SAUCON VALLEY SCHOOL DISTRICT on or before the 30th day of each month for work performed in the preceding calendar month. In the event SAUCON VALLEY SCHOOL DISTRICT disputes an invoice item(s), SAUCON VALLEY SCHOOL DISTRICT shall notify PROVIDER within fifteen (15) days after receipt of the invoice. All undisputed invoice amounts shall be paid by SAUCON VALLEY SCHOOL DISTRICT to PROVIDER within forty-five (45) days after the SAUCON VALLEY SCHOOL DISTRICT receives invoice. All invoices should be directed to ________________________________.

5. RIGHT TO TERMINATE
   A. SAUCON VALLEY SCHOOL DISTRICT shall have the right to terminate the Agreement at any time with or without cause by giving thirty (30) days written notice to the other party at the address specified in the Notices, paragraph of the Agreement. SAUCON VALLEY SCHOOL DISTRICT shall be liable only for payment due PROVIDER up to and including date of termination, and shall not be liable for any termination charges or financial penalties. PROVIDER shall not begin any additional work upon receipt of notification of intent to terminate by the SAUCON VALLEY SCHOOL DISTRICT.
   B. PROVIDER shall be responsible for all commitments as set forth in this Agreement up to and including the date of termination, and upon termination of this Agreement, PROVIDER shall forthwith deliver to SAUCON VALLEY SCHOOL DISTRICT all documents and any other material in any way relating to the services provided to SAUCON VALLEY SCHOOL DISTRICT by PROVIDER which may be in its possession.

6. INDEPENDENT CONTRACTOR
   A. PROVIDER is deemed an Independent Contractor and shall not, during the term of this agreement, assign, subcontract, transfer or otherwise delegate all or any part of its obligations or responsibilities without prior written approval of SAUCON VALLEY SCHOOL DISTRICT. No relationship of employer/employee is intended not created by this Agreement, it being understood the PROVIDER shall render services to SAUCON VALLEY SCHOOL DISTRICT on an independent contractor basis. PROVIDER is not entitled to any benefits from SAUCON VALLEY SCHOOL including, but not limited to, compensation (other than that set forth in Paragraph 4), Workers’ Compensation, unemployment insurance or benefits, pension benefits, Social Security or disability benefits, and professional liability insurance and/or deductibles. PROVIDER expressly agrees and acknowledges that SAUCON VALLEY SCHOOL DISTRICT will deduct no employment taxes from any compensation paid to PROVIDER, and that PROVIDER will be responsible for the payment of all taxes whatsoever in connection with any compensation received from SAUCON VALLEY SCHOOL DISTRICT.
   B. Full responsibility shall be assumed by the PROVIDER for the payment of all income tax deductions, including self-employment tax, and any other taxes or payroll deductions required
by law for the PROVIDER, of the PROVIDER’S employees, if any, who are performing services under this Agreement.

C. PROVIDER further agrees and acknowledges that PROVIDER is not authorized under the terms of this Agreement to bind the SAUCON VALLEY SCHOOL DISTRICT in any contractual undertakings with any third parties as a result of the within Agreement, and PROVIDER will not make any representation that it is capable of binding the SAUCON VALLEY SCHOOL DISTRICT.

7. COVENANTS, REPRESENTATIONS, AND WARRANTIES.

A. PROVIDER covenants, represents and warrants:
   1. That PROVIDER is an Independent Contractor;
   2. That all services contained in the Agreement shall be performed by PROVIDER and shall not be subcontracted and assigned to any entity or individual without the prior written approval of SAUCON VALLEY SCHOOL DISTRICT.
   3. The PROVIDER is entering into the Agreement in the ordinary course of its business activities;
   4. That PROVIDER agrees to comply with all federal, state and local laws and regulations relating to equal employment opportunities including, but not limited to American with Disabilities Act, Title VII of the Civil Rights Act of 1964 and the Age Discrimination in Employment Act, as well as those relating to wages and working conditions. Provider agrees to comply with the special provisions and regulations of Federal and State funding sources.
   5. That the standard of care for all professional services performed or furnished by PROVIDER under the Agreement will be the care and skill ordinarily used by member of PROVIDER’S profession.

8. INDEMNIFICATION, HOLD HARMLESS AND INSURANCE

A. The PROVIDER agrees to indemnify, defend and save harmless the SAUCON VALLEY SCHOOL DISTRICT, its officers, agents and employees from any and all losses, claims, costs and damages, including reasonable counsel fees, resulting for any:
   1. Breach of this contract by PROVIDER;
   2. Professional error or omission, fault or negligence by the PROVIDER or by its employees, servants, agents, contacts, or anyone acting under its direction, control or on its behalf in connection with or incident to its performance of this agreement.
   3. General public liability and malpractice claims arising in connection with the business or activities of the PROVIDER in the performance of this contract.

B. The PROVIDER shall maintain insurance coverage as shown on Exhibit “B” hereto.

C. The insurance coverage specified above must insure, as they may appear, all parties to this Agreement. The SAUCON VALLEY SCHOOL DISTRICT shall be listed as an additional insured on said policies. Certification of said insurance coverage shall be submitted to the SCHOOL DISTRICT prior to execution of the contract. The insurance coverage shall be maintained by PROVIDER for the entire period of the contract at PROVIDER’S sole cost and expense.
9. NOTICES
Any notices required to be given pursuant to the terms and provisions hereof shall either be served in person, by facsimile transmission or by depositing such notice in the United States mail, certified, with certification and postage charges prepaid. In the event the service of Notice upon either party pursuant to the terms of this paragraph, their respective facsimile transmission numbers and addresses are as follows:

PROVIDER: SAUCON VALLEY SCHOOL DISTRICT:
2100-2097 POLK VALLEY ROAD
HELLERTOWN, PA 18055
610-838-8900 X 1202

10. PROFESSIONALISM
It is contemplated, expected and understood by the parties that PROVIDER will execute and perform the services to be provided to SAUCON VALLEY SCHOOL DISTRICT in a professional and ethical manner.

11. SEVERABILITY
If any provision of this agreement is prohibited by, or is unlawful or unenforceable under the applicable law of any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such prohibition without invalidating the remaining provisions hereof; provided, however, that such prohibition in any jurisdiction shall not invalidate such provision in any other jurisdiction and provided further that where the provisions of any such applicable law may be waived, they are hereby waived by PROVIDER to the full extent provided by law to the end that this agreement shall be deemed to be valid and binding agreement according to its terms.

12. INTERPRETATION
PROVIDER agrees to waive the general rule of interpretation that “in the event of any ambiguity or issue of construction, the same will be resolved against the drafter of the document.” It is declared to be the intention of PROVIDER and SAUCON VALLEY SCHOOL DISTRICT that the public health, safety and welfare be protected and furthered by the contract. Therefore, this contract is to be interpreted in such manner as to favor such political interest as opposed to any private interest.

13. WAIVER
No waiver by SAUCON VALLEY SCHOOL DISTRICT of any breach of this agreement shall constitute a continuing waiver or waiver of any subsequent breach either of the same or another provision of this agreement or addenda.

14. ENTIRE AGREEMENT/MODIFICATION
This agreement constitutes the entire understanding between the parties, and no modification or amendment to the terms herein shall be valid unless in writing signed by the parties to be charged and only to the extend therein set forth.

15. GOVERNING LAW
This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania and any action filed in connection with this Agreement shall be filed in the Court of Common Pleas of Northampton County.

WHEREFORE, in witness of the covenants set forth within this Agreement and intending to be legally bound hereby, the Parties or their authorized representatives have affixed their signature hereto.

ATTEST:

____________________________                         _____________________________

____________________________                           _____________________________

Title

Title