

**Lower Saucon Township  
Invitation to Bid  
Lawn Mowing Services 2020**

**BIDS MUST BE RECEIVED AT THE TOWNSHIP NO LATER THAN  
FRIDAY, FEBRUARY 14, 2020 AT 11:00 A.M.**

Intent

To furnish all services, skilled labor, materials, equipment, tools, and insurance certificates necessary to perform the municipal lawn mowing services for Lower Saucon Township (herein referred to as "Township") according to the project specifications contained herein for the period of March 2020 through December 2020.

Property Location

Various sites located within Lower Saucon Township, as described in Exhibit "A".

Scope of Services – Lawn Mowing and Trimming

1. Cutting of all grass areas.
2. All instructions shall be issued by the Director of Public Works or his designee.
3. Trimming of all grass and weeds along all buildings, structures, foundations, flower, trees and shrub beds, sidewalks, nature trails, around isolated poles and trees, and along fences and curb lines.
4. Cutting of grass and weeds inside all detention basins, unless otherwise instructed.
5. Grass areas are to be cut and trimmed at a minimum of once per week as appropriate or as determined by the Director of Public Works or his designee. Certain sports fields may require additional mowing during the week to accommodate playing schedules/tournaments. At the discretion of the Director of Public Works, the Contractor or Township staff may perform this additional mowing. Any additional cuttings shall be compensated at the per unit rate.
6. The height of cut is to be 2.5" to 3.5" on all athletic fields and 2.5" to 4.5" in all other areas; however, no more than the top 3<sup>rd</sup> of the blade shall be removed in any one cutting. Other cutting heights may be required due to weather or other conditions and in this event the height will be determined by the Director of Public Works or his designee. This includes the cutting and trimming of grass and weeds around and inside of bleachers, backstops, fence lines, service buildings, sidewalks, curbs and basketball courts on a weekly basis.
7. Cutting blades shall be maintained in a sharp condition.
8. Mowing around buildings, structures, and vehicles shall be done in a manner as to NOT blow clippings onto them. All grass and weed clippings will be cleaned from all parking lots, sidewalks, walkways, and any other non-grass areas the same day as each cutting.
9. Any excessive clumps of cut grass shall be removed from the site at the discretion of the Public Works Director or his designee.
10. 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.
11. 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.
12. The contractor must take care of trimming around all trees and fences so as not to damage tree trunks, posts or fabric. Any damaged posts or fabric shall be replaced at the contractor expense.

13. **Polk Valley Park Naturalized areas, if any, shall only be cut in accordance with Exhibit B. Contractor shall coordinate with the Director of Public Works prior to any mowing in these areas.**
14. **Polk Valley Park must be cut in a consecutive two (2) day period.**
15. **Town Hall Park must be cut in one (1) day or two (2) consecutive days, but not on a Saturday or Sunday unless approved by the Director of Public Works.**
16. No cutting can be performed while authorized groups are utilizing the athletic fields, in the area of the field being used.
17. The Township shall have the right to increase or delete cuttings due to weather conditions or other just cause.
18. All areas shall be completely cut at every cutting. Partial cuttings of locations shall not be permitted unless directed by Township.
19. **The Township will post/mark all areas designated as wetland and/or setback areas that are NOT to be mowed.**
20. **Contractor shall mow active parks in the summer season before 9:00 AM or after 12:00 PM.**

#### 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 Township.
2. The Township 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 Township 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 Township 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 Township.**
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.
8. Once the Bid has been awarded, the Contractor shall provide a copy of a Pennsylvania Child Abuse Clearance form and a copy of a Pennsylvania State Police Criminal Records 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.
9. The Township, for the purposes of this Bid and Agreement is:

Lower Saucon Township  
Leslie Huhn, Township Manager  
3700 Old Philadelphia Pike  
Bethlehem, PA 18015-5426

10. Indemnification:
  - A. The Contractor will indemnify and hold harmless the Township 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 Township 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.

#### General Contract Requirements

1. The Contract Document Includes:
  - Notice to Bidders
  - Specifications
  - 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
  - Dates Cut and Trimmed Form (to be used only by the contractor awarded the bid)
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 Township and which Performance Guarantee will be held until completion of mowing for the 2020 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 their employees and those of the 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 Township listed as an additional insured.
  - E. Automobile Liability Insurance - \$1,000,000.00 aggregate coverage with the Township 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 forms provided by the Township.

#### Performance of Successful Bidder

The Township 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.

#### Notice of Right to Extend

The Township shall have the right to extend the term of this Agreement for a period of one (1) additional term of one (1) year.

**EXHIBIT A/BID SUBMISSION FORM 1 of 2**

Lawn Mowing Services  
 Bid Opening February 14, 2020 @ 11:00 a.m.

Task No.	Description	Approximate Acreage <sup>1</sup>	Unit Price	No. of Units	Total Bid
1.	Polk Valley Park, lawn mowing and trimming for all grass areas (excluding. Athletic fields, slopes, riparian corridors and detention basin bottom areas)	15.10±		28	
2.	Polk Valley Park slope area, lawn mowing and trimming	6.00±		28	
3.	#1 Athletic field – Lower Ballfield	.7±		28	
4.	#2 Athletic field – Upper Ballfield	.7±		28	
5.	#3 Athletic field – 1 <sup>st</sup> field off of main road	2.5±		28	
6.	#4 Athletic field – Middle field in front of pavilion	2.5±		28	
7.	#5 Athletic field – Field with the lower parking area	2.5±		28	
8.	Polk Valley Park mowing of grass nature trails	2.5±		14	
9.	Polk Valley Park mowing of naturalized & storm water management areas <sup>2 &amp; 7</sup>	16.50±		1	
10.	Connector Trail/Pedestrian Bridge	1.00±		28	
11.	Nor Car Dog Park	1.10±		28	
12.	Nor Car mowing of grass nature trails	0.50±		14	
13.	Nor Car Bottom Field <sup>2</sup>	2.25±		28	
14.	Alternate Dog Park	.55±		28	
15.	Nor Car meadow area <sup>2 &amp; 7</sup>	4.50 ±		1	
16.	Townsend Property <sup>2 &amp; 7</sup>	8 ±		1	
17.	Savistske Property <sup>2 &amp; 7</sup>	9 ±		1	
18.	Easton Road Ballfield-excluding athletic fields	.68±		28	
19.	Easton Road Ballfields Upper field	5.88±		28	
20.	Easton Road Ballfield Lower field	1.62±		28	
21.	Reading Drive Trailhead	0.50±		28	
22.	Clover View Open Space	14.75 ±		1	
23.	Town Hall Park Open areas <sup>3</sup>	25.26±		28	
24.	Town Hall Park Wooded Area south of stage and stream banks <sup>5</sup>	1.00± .36±		2	
25.	Town Hall Park Ballfield	1.32±		28	
26.	Town Hall Park Multipurpose field	1.02±		28	
27.	Lutz Franklin – Kingston Park	2.90±		28	
28.	Dickenson Island	1.00±		28	
29.	Sunderland Island	0.25±		28	
30.	Heller Homestead <sup>4</sup>	2.50±		28	
31.	Southeastern Park	5.00±		28	
32.	Southeastern Park Wildflower Area <sup>7</sup>	3.82±		1	
33.	Southeastern Park Athletic field	1.8±		28	
34.	Southeastern Park Wooded area <sup>5</sup>	1.33±		2	
35.	Steel City Park	.84±		28	

36.	Steel City Park Baseball field	.56±		28	
37.	Steel City Water Tank & Bus Shelter	1.00±		28	
38.	Roseman Curve (Reservoir Road)	0.50		28	
39.	Woodfield Detention Pond <sup>6</sup>	1.00±		28	
40.	Kingston Park – Ella’s Garden <sup>7</sup>	0.25±		1	
41.	Woodland Hills Preserve Grass Nature Trails	6.00±		14	
42.	Woodland Hills Preserve Pavilion Areas	0.21±		14	
43.	Woodland Hills Preserve Field By Parking Lot	0.21±		14	
44.	Woodland Hills Preserve Trail Edges	7.00± Miles		7	

Base Bid Total for 2020 \$ \_\_\_\_\_

<sup>1</sup> The Bidders shall not rely on these approximate areas.

<sup>2</sup> Refer to Exhibit B.

<sup>3</sup> This area may be removed from the weekly mowing schedule.

<sup>4</sup> Islands in parking lots must be mowed prior to 7:30 a.m. Monday thru Friday.

<sup>5</sup> Rough areas thru woods need to be trimmed twice during the growing season, once in June and once in September

<sup>6</sup> A 6 ft. minimum path inside of fence is to be mowed weekly. Area along inside and outside of fence must be trimmed weekly.

<sup>7</sup> These areas are to be mowed once annually in late Fall to November 30<sup>th</sup> at a height of 4” – 6” (with prior Township approval)

## EXHIBIT A/BID SUBMISSION FORM 2 of 2

Lawn Mowing Services  
Bid Opening February 14, 2020 @ 11:00 a.m.

Name of Bidding Firm (*Legal name as it will appear on the agreement*)

Mailing address	City	State	Zip Code
Telephone number (    )	Fax number (    )	Email address, if applicable	
Name of Contact Person	Federal Identification Number		

### Bidder Acknowledgment / Certification

The Bidder hereby certifies that the materials submitted in response to this Invitation to Bid and the price(s)/rate(s) offered on this Bid Submission Form are true and accurate to the best of the Bidder's knowledge.

The Bidder agrees that the price(s)/rate(s) offered herein shall remain in effect until the Township awards the agreement and throughout the duration of the agreement.

The Bidder further understands that the above quoted price(s)/rate(s) must include all of the bidder's costs including operating expenses, labor, service call charges, diagnostic fees/estimates, transportation/travel costs, mileage or per diem expenses, equipment costs, supplies, annual inflation costs/rate adjustments, profit margin, etc. By submitting this Bid Submission Form the Bidder hereby claims its willingness to certify to and comply with all requirements and terms and conditions cited in this Invitation to Bid and any attachment thereto.

The Bidder understands that its bid response will become a public document and will be open to public inspection.

**Bidder's Signature:**

Date Signed

Printed/Typed Name

Title

ACCEPTANCE OF BID AND CONTRACT AGREEMENT

Lower Saucon Township 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. Specifications
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 LOWER SAUCON TOWNSHIP this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Leslie Huhn, Township Manager



Lower Saucon Township

EEO/Affirmative Action Statement

Lower Saucon Township, by and through the duly elected Lower Saucon Township Council, pledges to provide equal opportunity without 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.

Lower Saucon Township, by and through the duly elected Lower Saucon Township Council, 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 Township.

This statement is made in accordance with the Equal Pay Act of 1963 as amended, Title VII of the Civil Rights Act of 1964 as amended, Executive Order 11246 dated September 24, 1965 the Age Discrimination Act of 1967 as amended, Executive Order 11375 dated October 13, 1969. the Americans with Disabilities Act of 1990 as amended and the Civil Rights Act of 1991 as amended.

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 Municipality 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 Municipality,  
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 Municipality 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

\_\_\_\_\_  
Title



Attest/Witness

\_\_\_\_\_  
Surety Company

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Lower Saucon Township  
Non – Collusion Affidavit

\_\_\_\_\_ (name of person completing form), being first duly sworn, deposes and says that he/she is ) \_\_\_\_\_ (sole Township, 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 Lower Saucon Township, 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 \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

Seal

**PROFESSIONAL SERVICE AGREEMENT  
LAWN MOWING SERVICES**

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

This agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2020, between Lower Saucon Township, a duly incorporated municipal corporation with its offices located at 3700 Old Philadelphia Pike, Bethlehem, PA 18015 (hereinafter referred to as "Municipality")

AND

\_\_\_\_\_, having an office for business located at \_\_\_\_\_, PA, \_\_\_\_\_ (hereinafter referred to as "Provider").

WHEREAS, MUNICIPALITY 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 MUNICIPALITY 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

A. PROVIDER shall be responsible for the mowing and trimming of the lawn areas as described in Exhibit "A".

B. 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 MUNICIPALITY.

3. TERM

A. This Agreement shall become effective when executed by the Manager of the MUNICIPALITY and shall be in effect for a period through December 31, 2020.

B. MUNICIPALITY shall have the right to extend the term of this Agreement for a period of one (1) additional term of one (1) year.

- C. MUNICIPALITY 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 consent to by PROVIDER, in writing.
  - F. The MUNICIPALITY 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.
  - B. PROVIDER shall submit invoices for the status reports on the services performed and expenses incurred to MUNICIPALITY on or before the 30<sup>th</sup> day of each month for work performed in the preceding calendar month. In the event MUNICIPALITY disputes an invoice item(s), MUNICIPALITY shall notify PROVIDER within fifteen (15) days after receipt of the invoice. All undisputed invoice amounts shall be paid by MUNICIPALITY to PROVIDER within forty-five (45) days after the MUNICIPALITY receives invoice. All invoices should be directed to Finance Department.
5. RIGHT TO TERMINATE
- A. MUNICIPALITY 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. MUNICIPALITY 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 MUNICIPALITY.
  - 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 MUNICIPALITY all documents and any other material in any way relating to the services provided to MUNICIPALITY 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 MUNICIPALITY. No relationship of employer/employee is intended not created by this Agreement, it being understood the PROVIDER shall render services to MUNICIPALITY on an independent contractor basis. PROVIDER is not entitled to any benefits from MUNICIPALITY 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 Municipality 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 MUNICIPALITY.
- 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 MUNICIPALITY 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 MUNICIPALITY.

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 MUNICIPALITY.
  - 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 MUNICIPALITY, 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 MUNICIPALITY shall be listed as an additional insured on said policies. Certification of said insurance coverage shall be submitted to the MUNICIPALITY 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:

MUNICIPALITY:

Lower Saucon Township  
3700 Old Philadelphia Pike  
Bethlehem, PA 18015  
Fax: 610-867-3580

10. PROFESSIONALISM

It is contemplated, expected and understood by the parties that PROVIDER will execute and perform the services to be provided to MUNICIPALITY 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 MUNICIPALITY 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 MUNICIPALITY 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:

---

\_\_\_\_\_  
Name

ATTEST:

---

\_\_\_\_\_  
Name