

February 11, 2019

Sent via Email

The Morning Call
Attn: Legal Ads

Dear Sir or Madam,

Please place the attached Invitation to Bid in the Legal Section of your paper on **Monday, February 18, 2019 and Friday, February 22, 2019.**

If you have any questions, please contact me at (610) 865-3291. Please send invoice and proof of publication to: Lower Saucon Township, 3700 Old Philadelphia Pike, Bethlehem, PA 18015.

Sincerely,

Leslie Huhn
Assistant Manager

**INVITATION TO BID
LOWER SAUCON TOWNSHIP**

Sealed proposals will be received by Lower Saucon Township, Northampton County, Pennsylvania, for:

**LAWN TREATMENT SERVICES FOR THE PERIOD OF
MARCH 2019 TO DECEMBER 2019**

All bids must be submitted on forms furnished by the Township. Proposal forms for bidding are available at Town Hall, 3700 Old Philadelphia Pike, Bethlehem, PA 18015 and on the website at www.lowerSauconTownship.org.

Sealed bids will be accepted up to 11:30 a.m. on Monday, March 11, 2019 and shall be opened and publicly read at that time at Town Hall, located at 3700 Old Philadelphia Pike, Bethlehem PA 18015. The Council of Lower Saucon Township will publicly review and render its decision at a public meeting.

The Council of Lower Saucon Township reserves the right to reject any and all bids. The said Council of Lower Saucon Township further reserves the right to reject any bid which is not on official bid forms.

Successful Bidder 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.

Leslie Huhn
Township Manager

Lower Saucon Township Specification for Lawn Treatment Services

Intent

To furnish all services, skilled labor, materials, equipment, tools, and insurance certificates necessary to perform the municipal lawn treatment services for Lower Saucon Township (herein referred to as "Township") according to the project specifications contained herein for the period of March 1, 2019 through December 31, 2019.

**The Township Agronomist will evaluate fields and treatment services may be amended
based on his/her recommendations.**

Property Location

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

Scope of Services – Lawn Treatment

1. See Appendix A

Specifications for Lawn Treatment Services

1. The Contractor, while engaged in carrying out and complying with any of the requirements of this work, 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. Interested Contractors shall visit the sites before submitting quotes so that they are entirely familiar with the conditions. Contractors are instructed **NOT** to rely on the approximate acreage listed in the Bid/Agreement pages. Those acreages are provided only to help the contractor 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.
6. Each contractor shall contain an itemized Bid Price per service, whether listed as "needed" or "if needed".

General Contract Requirements

1. 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 Township listed as an additional insured.
 - E. A certificate verifying Workers Compensation Insurance, as required by law, in the amount of at least \$500,000.00.
2. Invoices shall be submitted on a calendar month basis when services are rendered.
3. Contractor shall contact the responsible employee in the Public Works Department and the Administration to confirm when work will be done. Site inspection by Township staff required.

Performance of Successful Bidder

The Township reserves the right to cancel its contract should the contractor 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 as long as it meets state purchasing thresholds.

Exhibit "A"
Lower Saucon Township
Lawn Treatment Services

A. Aeration

- Township athletic fields shall be core aerated at least once each year, in late summer (early Sept) just prior to overseeding and fertilization.
- Overseeding
 - Shall be at a rate of 6 to 8 lbs seed/1000 ft²
 - Use a blend of 2 to 4 perennial ryegrass seed varieties. (i.e. Synatek – Triple Play Ryegrass blend or Fisher & Son – Signature Rye blend or Tournament II Rye blend)
 - All seed should be less than 1 year old.
 - High use areas in fields may need additional aeration, seeding, and fertilization to keep an adequate turf.
 - Overseeding areas that have >95% turf cover is not necessary.
- Core aerating a day or two after a soaking rain will yield the best results.
- Core aeration should not occur when turf is in stress, i.e., drought conditions.
- Spike aerators should not be used.
- Each aeration should involve a minimum of two (2) passes over the playing field. The aeration should consist of close center hollow core cultivation on the closest spacing possible 2" to 4" apart at a minimum depth of 2" to 3".
- Once the fields have been core aerated and the plugs are beginning to dry, the fields should be dragged repeatedly to break up the cores.
- Just after cores are broken-up, seed and granular fertilizer can be broadcast.

B. Agronomist Services

The Township Parks & Recreation Board recommends that the Township employ the services of a certified agronomist to inspect the playing fields and other township recreational areas as needed, analyze the soil on a semi-annual basis in the spring and late fall (before and after the playing season) and make recommendations to the Township regarding the ongoing maintenance of the turf surfaces.

C. Fertilization & Weed Control Schedule

Fertilization of Township parks & athletic fields will be done in accordance with the following schedule:

- When fertilizers are used, they should be organic or "slow-release" sources.
- Fertilization is not necessary in natural areas, only on athletic fields.
- To assess soil P, K and pH levels, soil tests should be taken from each field every 2 years.
- Total N per year should be 2-5 lbs N/1000 ft² with heavy use fields getting the higher rate.
- Fertilization should be performed only by individuals who are qualified to do such work.
- Fertilization should be implemented in the safest and most sustainable manner for the environment and human use.
- Weed control goal is for each field to have < 20 % weeds throughout the year.

Park	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Town Hall Ball Field Outfield			A/G	B		C	I		D/J/K			
Town Hall Ball Field Infield Skin				E/F		E/F						
Town Hall Multi-Purpose Field			A/G	B		C			D/J/K			
Town Hall Nature Trail					E/F	E/F		E/F				
Polk Valley Ball Field Outfields			A/G	B		C	I		D/J/K			
Polk Valley Ball Field Infields Skins				E/F		E/F						
Polk Valley Ball Field Warning Tracks & Dugouts				E/F		E/F						
Polk Valley Multi-Purpose Fields			A/G	B		C	I		D/J/K	H		
Southeastern Ball Field Outfield			A/G	B		C			D/J/K			
Southeastern Ball Field Infield Skin				E/F		E/F						
Steel City Ball Field Outfield			A/G	B		C			D/J/K			
Steel City Ball Field Infield Skin				E/F		E/F						
Heller Homestead Barn Ruins				E/F		E/F						
Easton Road Ball Field Outfield			A/G	B		C			D/J/K			
Easton Road Ball Field Infield Skin				E/F		E/F						
Kingston Park												
Dog Park			A/G	B/J/K		C			D/J/K			
Reading Drive Trailhead			J/K			C	I		D/J/K			

Legend		
A	=	Pre-emergent herbicide and complete fertilizer at .75 lbs N/ 1,000 ft ² *
B	=	Late spring pre-emergent herbicide, .5 lbs N/1000 ft ² and broadleaf weed herbicide. *
C	=	Early summer .5 lbs N/1000 ft ² , broadleaf weed herbicide if needed, and post emergent crabgrass herbicide if significant young crabgrass is present.
D	=	Early Sept complete fertilizer at 1.25 lbs N/1000 ft ² , broadleaf weed herbicide.
E	=	Pre-emergent vegetation control.
F	=	Post-emergent vegetation control with a non-selective herbicide.
G	=	Get soil tested for P, K and pH every 2 years. Adjust fertility program accordingly
H	=	Complete fertilizer at 1.0 lbs N/1000 ft ²
I	=	Apply preventative grub control (Imidacloprid) late June/early July
J	=	Overseeding (refer to Aeration)
K	=	Core Aeration (refer to Aeration)

* If any seeding is to be done in Spring, then a Pre-emergent herbicide must not be applied. Instead, a post-emergence crabgrass herbicide (i.e. Drive or Tenacity) must be used after at least 3 mowings of any new grass. Areas without crabgrass do not need to be sprayed.

** Similar herbicides may be substituted for those listed above as long as they control the weeds (< 20 % weeds/field) and fit-in with any seeding.

QUOTE SUBMISSION

Town Hall Park

3700 Old Philadelphia Pike
Bethlehem, PA 18015

- 1 baseball (infield & outfield)
- 1 multi-purpose field
- 1 nature trail

Approximate Acreage* – 3 acres

\$ _____

Polk Valley Park

2068 Polk Valley Road
Hellertown, PA 18055

- 3 soccer/lacrosse fields
- 2 baseball fields (infield & outfield)
- 2 baseball warning tracks
- 4 baseball dugouts

Approximate Acreage* – 6 acres

\$ _____

Southeastern Park

2675 Wassergass Road
Hellertown, PA 18055

- 1 baseball field (infield & outfield)

Approximate Acreage* – 1.1 acres

\$ _____

Heller Homestead Park

1892 Friedensville Road
Bethlehem, PA 18015
Barn Ruins

Approximate Acreage* – .1 acres

\$ _____

Easton Road Field

2190 Easton Road
Bethlehem, PA 18015

- 1 baseball field (infield & outfield)

Approximate Acreage* – 1.6 acres

\$ _____

Polk Valley Park Dog Park

2068 Polk Valley Road
Hellertown, PA 18055
Dog Park

Approximate Acreage* – 1.1 acres

\$ _____

Reading Drive Trailhead

Reading Drive just west of Bingen Road

Approximate Acreage* – .5 acres

\$ _____

Steel City Park

2122 Riverside Drive
Bethlehem, PA 18055

Approximate Acreage* – 3 acres

\$ _____

* The Bidders shall not rely on these approximate areas

Base Quote Total for 2019

\$ _____

Special Project Provisions

1. The Township, for the purposes of this Agreement is:

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

2. 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.

Name of Contractor

Address

Telephone

Fax

Email

Contractor's Signature

**PROFESSIONAL SERVICE AGREEMENT
LAWN TREATMENT SERVICES**

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

This agreement made this _____ day of _____, 2019, between Lower Saucon Township, a duly incorporated municipal corporation with its officers located at 3700 Old Philadelphia Pike, Bethlehem, Pennsylvania; (hereinafter referred to as "**Municipality**")

AND

_____, having an office for business located at _____ (hereinafter referred to as "**Provider**").

WHEREAS, Municipality desires to obtain the lawn treatment services of a kind and nature hereinafter described; and

WHEREAS, Provider is an individual engaged in the business of offering general lawn treatment 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:

A. 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.

B. SCOPE OF SERVICES

1. **Provider** shall be responsible for the lawn care treatments of the lawn areas as described in Exhibit "A".
2. **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**.

C. TERM

1. This Agreement shall become effective when executed by the Manager of the **Municipality** and shall be in effect for a period through December 31, 2019.
2. **Municipality** shall have the right to extend the term of this Agreement for a period of one (1) additional term of one (1) year.
3. **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.
4. No extension of the term of this Agreement will change the remaining terms or conditions of the Agreement.
5. No extension of the term of this Agreement shall be in effect unless consent to by **Provider**, in writing.

6. 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.

D. COMPENSATION

1. **Provider** shall receive the sum of _____ (\$_____) for the lawn treatment services.
2. **Provider** shall submit invoices for the status reports on the services performed and expenses incurred to **Municipality** on or before the 30th 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 _____.

E. RIGHT TO TERMINATE

1. **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**.
2. **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.

F. INDEPENDENT CONTRACTOR

1. **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 D), 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**.
2. 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.
3. **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**.

G. COVENANTS, REPRESENTATIONS, AND WARRANTIES

1. **Provider** covenants, represents and warrants:
 - a. That **Provider** is an Independent Contractor;
 - b. 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**.
 - c. The **Provider** is entering into the Agreement in the ordinary course of its business activities;
 - d. 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.
 - e. 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.

H. INDEMNIFICATION, HOLD HARMLESS AND INSURANCE

1. 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:
 - a. Breach of this contract by **Provider**;
 - b. 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.
 - c. General public liability and malpractice claims arising in connection with the business or activities of the **Provider** in the performance of this contract.
2. The **Provider** shall maintain insurance coverage as shown on Exhibit "B" hereto.
3. 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.

I. 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:

J. 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.

K. 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.

L. 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.

M. 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.

N. 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.

O. 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:

ATTEST:

Name

Title

Name
