

**BATH BID REQUEST #2024-001**  
**(Lawn Care Services)**

## **NOTICE TO BIDDERS**

### **BATH BID REQUEST #2024-001 (Lawn Care Services)**

Sealed bids (Bath Bid Request #2024-001) will be received by the Borough of Bath at the Borough Office, 121 S. Walnut Street, Bath, Pennsylvania 18014, until 10:00 A.M. on Friday, March 01, 2024, for the weekly supply of Lawn Care Services for the period commencing April 22, 2024, and ending the week ending October 28, 2024. All sealed bids received will be opened and read aloud at 10:00 A.M. on Friday, March 01, 2024, in the Borough Council Meeting Room at 121 S. Walnut Street, Bath, Pennsylvania 18014. Borough Council will consider and may award the contract or contracts at Council's public meeting on March 11, 2024, at 6:00 P.M. in the Borough Council Meeting Room at the above address.

Should you wish to participate, please execute and return the enclosed bid documents (Bath Bid Request #2024-001) in a sealed envelope plainly marked on the outside "Bath Bid Request #2024-001" by 10:00 A.M. on March 01, 2024, at the Borough Office, 121 S. Walnut Street, Bath, Pennsylvania 18014.

Each sealed bid must be accompanied by a bid bond or certified check in the amount of \$1,000.

The successful bidder must furnish, within 10 days after contract award, a performance bond or cash security valued at 25% of the total contract amount awarded, as well as proof of liability insurance pursuant to the Contract Documents.

Sealed bids must be submitted on the form furnished in the enclosed bid documents (Bath Bid Request #2024-001). The Borough reserves the right to reject, any, and/or all bids, or any portion thereof when deemed in their sole opinion to be in the best interest of the Borough.

If a bid or bids are awarded, it is the intention of the Borough to award a bid to the Lowest Responsible Bidder (LRB) for the Lawn Care Service and award a bid to the LRB for the Landscaping Service. (LRB is interpreted to mean the successful bidder is not necessarily the lowest bidder, but includes such factors as the bidder's financial responsibility, integrity, efficiency, industry experience, promptness and ability to successfully carry out and/or service the particular bid specifications. Determining LRB will be at the sole discretion of the Borough and be based upon a knowledge of the real situation gained by careful investigations).

EOE

Bradford T. Flynn  
Borough Manager

## **GENERAL TERMS AND CONDITIONS**

### **1. Definitions**

(a) Borough – Borough of Bath

(b) Borough Council – Borough Council for the Borough of Bath

(c) Contractor – Successful Bidder

(d) Lawn Care Service – cutting and trimming of grass at Lawn Care Sites to maintain their use by and presentment to the public. Contractor shall sweep or blow grass clippings into grass yard of Lawn Care Site. Contractor shall not sweep or blow grass clippings into non-yard of Lawn Care Site. Contractor shall remove grass clippings from Lawn Care Site if necessary to preserve the health of the grass yard of the Lawn Care Site. Contractor shall perform the Lawn Care Service on a weekly basis starting on April 22, 2024, and ending the week starting October 28, 2024. For the purposes of this Contract, a week starts on Sunday and ends on the following Saturday. Thus, there are 27 Lawn Care Weeks. Except as set forth herein, Contractor shall perform Lawn Care Service on same day of each Lawn Care Week unless agreed upon by Borough which agreement shall not be unreasonably withheld. Also, Contractor agrees that, in the event a Lawn Care Site should not be provided Lawn Care Service during a Lawn Care Week because of conditions of the Lawn Care Site as determined by Borough, in its good faith, upon verbal notification by Borough, Contractor shall not perform Lawn Care Service for such site and Borough shall not incur any cost for same.

### **2. Licenses, Permits and Regulations**

Contractor is responsible for obtaining all licenses and permits necessary for the execution of the work. Contractor shall also give all notices required by law and further will comply with all applicable laws, by-laws, rules and regulations pertaining to the work to be performed or goods to be provided.

### **3. Payment**

Invoices shall be paid within thirty (30) days after receipt of the invoice. For any portion of the invoice which does not conform to the requirements of the Contract, a corresponding portion of the price may be withheld until such nonconformance is corrected. Payment shall not forfeit the Borough's right to inspect work or documentation, nor shall the withholding of any payment, or prorated portion thereof, preclude the Borough from pursuing any other rights or remedies it may have under the Contract, in law, or in equity.

### **4. Changes**

The Contract Documents contain the entire agreement and understanding between the parties. No verbal agreement shall vary the terms of this Contract. Changes that have been agreed upon shall be incorporated into the Contract by the issuance of a written Change Order signed by the Borough Manager after obtaining authorization from Borough Council.

### **5. Indemnity**

The Contractor agrees to indemnify, hold harmless and defend the Borough and its officers, employees, agents, and representatives from and against: any claim, demand, cause of action, expense, or liability arising by reason of claims by governmental authorities or others (including the Contractor's subcontractors and the employees of the Contractor or the Borough) of any actual asserted failure of the Contractor to comply with any law, ordinance, regulation, rule or order of any governmental or quasigovernmental body, provided that compliance by the Contractor therewith was required under the provisions of this contract, at law, or otherwise, including without limitation actual or asserted failure of the Contractor to pay taxes, duties, or fees or to comply with employee safety orders or safe place of employment laws; and

Any claim, demand, cause of action, loss, expense, or liability on account of injury to or death of persons (including the employees of the Borough, the Contractor and the Contractor's subcontractors and suppliers) or damage to or loss of property (including the property of the Borough) arising directly or indirectly out of the acts or omissions to act of the Contractor or his subcontractors, suppliers, or agents, or the employees of any thereof, in the performance of the work, including without limitation such claims loss, or liability arising under non-delegable duties of the Borough or arising from the use or operation by the Contractor of construction equipment, tools, scaffolding, or facilities furnished to the Contractor by the Borough to perform the work, irrespective of whether the party to be indemnified was concurrently negligent, whether actively or passively, and including any expenses and attorney's fees incurred by the Borough for legal action to enforce contractor's indemnification obligations under this section, but excepting where the injury or death of persons or damage to or loss of property was caused by the sole negligence or willful misconduct of the party to be indemnified; and

Any claim, demand, cause of action, expense or liability on account of actual or alleged contamination, pollution, or public or private nuisance arising directly or indirectly out of the acts or omissions to act of the Contractor or his subcontractors or supplier in the performance of the work.

## **6. Non-Waiver**

The failure of the Borough to enforce any of the terms and conditions, or to exercise any right or privilege in the Contract, shall not be construed as a waiver of any such terms and conditions or right or privilege and the same shall continue and remain in force and effect as if no such failure to enforce or exercise has occurred. No waiver by the Borough shall be valid unless expressly stated to be a waiver in a written Change Order signed by the Borough Manager after obtaining authorization from Borough Council.

## **7. Governing Law**

The Contract Documents shall be construed under the laws of the Commonwealth of Pennsylvania as if executed and to be performed wholly within the Commonwealth of Pennsylvania. All actions instituted by Contractor under the Contract Documents must be filed within the Commonwealth of Pennsylvania and if filed in State court, in the County of Northampton.

## **8. Assignment**

Neither party to the Contract shall assign the contract or sublet it as a whole or in part without written consent of the other, nor shall the Contractor assign any monies due or to become due to him hereunder, without the previous written consent of the Borough Manager after obtaining authorization from Borough Council.

## **9. Notices**

Any notice pertaining to the Contract shall be in writing and sent registered or certified mail, postage prepaid, to the Borough or Contractor, as appropriate, at their respective addresses appearing in the contract. All notices directed to the Borough shall be addressed to the Borough Manager unless otherwise provided in the Special Conditions.

## **10. Nondiscrimination and Affirmative Action**

The Contractor agrees, unless exempt, to comply with Executive Order 11246 and the applicable federal regulation pertaining to nondiscrimination and affirmative action (generally Part 60-1 of Title 41 of the Code of Federal Regulations), but not limited to the Equal Opportunity Clause (41 C.F.R. Paragraph 60-1.4), which is incorporated by reference, and Affirmative Action Clause for Handicapped Workers (41 C.F.R. Paragraph 60-741.4), which is incorporated by reference and the Affirmative Action Clause for Disabled Veterans and Veterans of the Vietnam Era (41 C.F.R. Paragraph 60-250.4), which is incorporated by reference. The Contractor certifies that its facilities for employees are not segregated. The Contractor further agrees, unless exempt, to comply with the Pennsylvania Nondiscrimination Clause (16 Pennsylvania Code Paragraph 49.101 (D)), which is incorporated by reference.

## **11. Default**

(a) The Borough may, subject to the provisions of paragraph (b) below, by written notice of default to the Contractor, terminate the whole or any part of this Contract in the event

the Contractor fails to perform the services within the time specified herein or any extension granted by Borough.

(b) In the event the Borough terminates this contract in whole or in part as provided in paragraph (a) of this clause, the Borough may procure, upon the terms and in the manner as the Borough Manager may deem appropriate, services similar to those terminated, and the Contractor shall be liable to the Borough for any costs for such similar supplies or service; provided, that the Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this clause.

## **INSTRUCTIONS TO BIDDERS**

### **1. Receipts and Opening of Proposals**

Sealed bids will be received and opened by the Borough as outlined in “Notice to Bidders”. The Borough may consider informal any proposal not prepared and submitted in accordance with the provisions thereof, and may waive any informalities in, or reject any and all bids. Any bid received after the time and date specified in the “Notice to Bidders” shall not be considered. All bids shall remain firm and irrevocable for the period of sixty (60) days after the public opening thereof.

### **2. Proposal Forms**

All bids must be submitted on the “Bidder’s Price Proposal” form attached to this contract document. It must not be removed. The bidder must sign all bids. Bids are required for the entire work described herein unless otherwise indicated and neither partial bids nor contingent bids will be considered. All bid prices must be written in ink or typed in words and figures in the blank spaces provided for each item. In case of discrepancy, the written words will be considered as the bid price. Bids shall be submitted in sealed envelopes bearing on the outside the name of the Bidder, his/her address and the name of the project for which the bid is submitted and shall be delivered to the Borough as specified in the “Notice to Bidders”. If forwarded by mail, the sealed envelope containing the proposal and marked as designated above must be enclosed in another envelope, address as specified in the “Notice to Bidders” and sent by certified mail.

### **3. Contract Documents and Bidder's Understanding**

The documents that will form the basis of the Contract are as follows:

- (a) Public Notice Request for Bids
- (b) Notice to Bidders
- (c) General Terms & Conditions
- (d) Instructions to Bidders
- (e) Plans and Specifications: Special Conditions
- (f) Bidder's Price Proposal
- (g) Attachment A – Non-Collusion Affidavit
- (h) Attachment B – Worker's Compensation Affidavit
- (i) Attachment C – Non-discrimination & Equal-Opportunity
- (j) Attachment D – Bid Bond
- (k) Attachment E – Performance Bond
- (l) Attachment F – Insurance Requirement
- (m) Attachment G – Schedule of Equipment
- (n) Attachment H – References

These documents hereinafter shall be referred to as the "Contract Documents". It is understood and agreed that the Contractor has satisfied himself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the materials to be encountered or needed, the character of equipment and facilities needed during the prosecution of the work, the general and local conditions, and other matters which may affect the work.

It is the responsibility of each bidder, before submitting a bid, to:

- (a) examine the contract documents thoroughly,
- (b) visit the designed sites to become familiar with conditions that may affect the cost, progress, performance or furnishing of the work,
- (c) consider federal, state, and local laws and regulations that may affect cost, progress, performance or furnishing of the work,
- (e) study and carefully correlate bidder's observations with contract documents, and
- (f) notify the Borough of all conflicts, errors, or discrepancies in the contract documents.

#### **4. Qualifications of the Bidder**

With the bid, bidder shall provide the information requested on Attachment H (Schedule of Equipment) by completing said Attachment H and providing same with the bid. With the bid, bidder shall provide at least five (5) references by completing Attachment I (References) and providing same with the bid. Upon request by Borough, Bidder shall provide proof they have insured its liability under the Workmen's Compensation Act and shall also furnish proof of liability insurance in an amount and form acceptable to the Borough. The Bidder will be required to show that he/she/it is capable of performing the work contemplated and upon request shall furnish a financial and experience statement satisfactory to the Borough.

#### **5. Bid Security and Bond Requirements**

If required in the "Notice to Bidders", each proposal shall be accompanied by the depositor's check (payable to Borough) certified by the bank of deposit or bid bond in the amount of \$1,000. The deposits of unsuccessful bidders will be returned within twenty (20) days after award of the contract or rejection of all bids. Successful Bidder shall furnish within ten (10) days of the award, at his/their/its own expense, dated the same date as the Contract, a Performance Bond on the form attached hereto as Attachment E in the amount based upon 25% of the total contract amount awarded. In lieu of a Performance Bond, within ten (10) days of the award, Successful Bidder shall provide a depositor's check payable to Borough and certified by the bank of deposit in the amount of 25% of the total contract amount awarded (the "Cash Security"). The Cash Security will be deposited by Borough. Like a Performance Bond, the Cash Security is part of Contractor's guarantee that Contractor shall well and faithfully perform the awarded Contract. In the event of Contractor's default, the Performance Bond or Cash Security, as the case may be, shall be retained by Borough and applied against the liquidated damages set forth in Section VII below. In the event Contractor well and faithfully performs the awarded Contract, Borough shall promptly return the Performance Bond or Cash Security, as the case may be, to Contractor.

#### **6. Plans and Specifications**

Should a bidder find discrepancies in or omissions from the drawings or specifications, or be in doubt as to their meaning, he/she/it shall at once notify the Borough Manager. If the



Borough Manager deems a written bulletin or addendum is necessary, the Borough Manager will send a written bulletin or addendum to all bidders clarifying the matter.

## **PLANS AND SPECIFICATIONS; SPECIAL CONDITIONS**

### **Section I - Selection**

Selection of Contractor shall be at the discretion of the Borough. The Borough reserves the right to pick the lowest responsible bidder (“LRB”).

**Note: The Borough reserves the right to reject any, and/or all bids, or any portion thereof when deemed in their sole opinion to be in the best interest of the Borough.**

### **Section II - Work**

(A) Lawn Care Service – Contractor shall supply all materials, equipment and personnel necessary for Lawn Care Service and Contractor shall provide Lawn Care Service at the following “Lawn Care Sites”:

Name of Site	Address or parcel #	Approximate size in Acres
Carl L. Rehrig Park	200 Spyglass Hill Rd.	11.61
Ciff Cowling Field	100 Allen St.	3.94
Firefighters Field	300 N. Chestnut St.	7.21
Field north of Firefighters Field	K6-3-5B-0503E	2.04
Keystone Park	250 Race St.	5.9
Monocacy Creek Park	241 W. Main St.	.57
Siegfried Log Cabin	448 W. Main St.	.19
Tot Lot	99 Old Forge Dr.	.24
Lot near Tot Lot (400 Block Old Forge Drive)	K6NW4B-1-99-0503E	.71
Approximate Total:		32.41

***Please refer to Appendix ‘A’ for more information.***

Contractor shall perform the Lawn Care Service on a weekly basis starting on April 22, 2024, and ending the week starting October 28, 2024. For the purposes of this Contract, a week starts on Sunday and ends on the following Saturday. Thus, there are 27 Lawn Care Weeks. Except as set forth herein, Contractor shall perform Lawn Care Service on same day of each

Lawn Care Week unless agreed upon by Borough which agreement shall not be unreasonably withheld. Also, Contractor agrees that, in the event a Lawn Care Site should not be provided Lawn Care Service during a Lawn Care Week because of conditions of the Lawn Care Site as determined by Borough, in its good faith, upon verbal notification by Borough, Contractor shall not perform Lawn Care Service for such site and Borough shall not incur any cost for same.

Contractor agrees that Borough, in its sole discretion, may extend the awarded Contract for Lawn Care Service on a weekly basis (for up to 4 weeks) starting with the week starting November 4, 2024, and ending with the week starting November 25, 2024, by written notice by Borough to Contractor. Contractor agrees that, in the event of such extension or extensions, the terms and conditions of the Contract Documents shall apply including, but not limited to, the weekly prices set forth in Bidder's Price Proposal for Lawn Care Service.

### **Section III - Insurance**

The Contractor, within three (3) days after award of the Contract from the Borough, shall procure, maintain, and provide evidence in the form of certified copies of insurance policies and endorsements acceptable to the Borough Solicitor and Borough, all at the Contractor's sole cost and expense, that the insurances specified below are in full force and effect and name the Borough, its Borough Manager, its Council members, officers, agents, servants, and employees as additional insureds to provide primary, non-contributory coverage to the additional insureds to support the Indemnification by Contractor herein. Each insurance policy shall require that notice by certified or registered mail be given to the Borough at least thirty (30) days prior to cancellation or material change in the policies.

For the purpose of this contract, the Contractor shall maintain in full force and effect Workers' Compensation and Employers' Liability, Commercial General, and Commercial Auto Liability insurance, including Contractual Liability coverage to support the Indemnification by Contractor herein. These types of insurance shall be carried in at least the limits specified below:

<u>Coverages</u>		<u>Limits of Liability</u>	
1.	Worker' Compensation and Employer's Liability	Statutory	
		\$100,000.00	Each Accident
		\$500,000.00	Disease-Policy limit
		\$100,000.00	Disease-Each employee
2.	Commercial General Liability	\$100,000.00	Each Occurrence
	Personal Injury and Personal Damage	\$100,000.00	Products Aggregate
	Liability	\$100,000.00	General Aggregate

		\$ 50,000.00	Fire Damage
		\$ 5,000.00	Medical Expense
3.	Commercial Auto Liability, Bodily Injury and Property Damage Liability	\$1,000,000.00	Per Accident

All contractors must sign the Insurance Requirement form attached hereto as Attachment F.

#### **Section IV - Use of Equipment and Supplies**

All Contractor's equipment should be in good mechanical order and equipped for Lawn Care Service and/or Landscaping Service, as the case may be. All equipment shall be maintained and operated at Contractor's expense. All supplies shall be obtained and supplied at Contractor's expense.

#### **Section V - Damages**

Damage caused by Contractor to any property including Borough property shall be paid for by the Contractor or Contractor's insurance carrier, as the case may be.

#### **Section VI - Submission of Invoices for Payment**

Contractors will submit invoices for payment for services rendered to the Borough no later than seven (7) days after completion of work. Invoices must be postmarked no later than seven (7) days after completion of work or hand delivered to Borough Hall, 121 South Walnut Street., Suite 1, Bath, PA 18014 before the close of business on the seventh day. All envelopes and invoices should be clearly marked "Attention Borough Manager".

Borough pays invoices by Council approval of invoices during the monthly Council meeting (2<sup>nd</sup> Monday of the month) with payment within ten (10) days thereafter unless the invoice is disputed. Invoices received on or after the first Monday of each month will be presented for approval consideration the following month.

#### **Section VII - Binding Agreement / Penalty for Failure to Perform**

If this bid is accepted by Borough, Contractor understands that this bid will become a binding contract between Contractor and Borough. Contractor agrees that, in the event of a failure to perform as required under this bid, the Contractor will be liable to the Borough, at the Borough's option, for liquidated damages equal to two (2) times the total amount of awarded contract, or for the actual damages incurred by the Borough in the event Contractor does not perform as required, whichever amount is greater.

## **BIDDER'S PRICE PROPOSAL**

**BIDDER'S NAME:** \_\_\_\_\_

**BIDDER'S ADDRESS:** \_\_\_\_\_

**Bidder's Price Proposal for Lawn Care Service:**

Name of Lawn Care Site	Address or parcel #	Approx. size in Acres	Weekly Price	Total for Site (22 weeks x weekly amount)
Carl L. Rehrig Park	200 Spyglass Hill Rd.	11.61	\$_____	\$_____
Ciff Cowling Field	100 Allen St.	3.94	\$_____	\$_____
Firefighters Field	300 N. Chestnut St.	7.21	\$_____	\$_____
Field north of Firefighters Field	K6-3-5B-0503E	2.04	\$_____	\$_____
Keystone Park	250 Race St.	5.9	\$_____	\$_____
Monocacy Creek Park	241 W. Main St.	.57	\$_____	\$_____
Siegfried Log Cabin	448 W. Main St.	.19	\$_____	\$_____
Tot Lot	99 Old Forge Dr.	.24	\$_____	\$_____
Lot near Tot Lot	K6NW4B-1-99-0503E	.71	\$_____	\$_____
			Total Price for Lawn Care Service:	\$_____

### **ACCEPTANCE BY BOROUGH of Lawn Care Service**

The Borough hereby accepts Bidder's Price Proposal for Lawn Care Service and awards a Contract for Lawn Care Service per Bidder's Price Proposal for Lawn Care Service and the Contract Documents of Bath Bid Request #2020-3.

Bidder:

By (signature):\_\_\_\_\_

Print Name:\_\_\_\_\_

Title:\_\_\_\_\_

Borough Representative:

Signature of Borough:\_\_\_\_\_

Print Name:\_\_\_\_\_

Title:\_\_\_\_\_

Date of Bid Award:\_\_\_\_\_

### **ACCEPTANCE BY BOROUGH of Landscaping Service**

The Borough hereby accepts Bidder's Price Proposal for Landscaping Service and awards a Contract for Landscaping Service per Bidder's Price Proposal for Landscaping Service and the Contract Documents of Bath Bid Request #2020-3.

Bidder:

By (signature): \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Borough Representative:

Signature of Borough: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date of Bid Award: \_\_\_\_\_

ATTACHMENT A

**NON-COLLUSION AFFIDAVIT**

COMMONWEALTH OF PENNSYLVANIA :  
:ss.  
COUNTY OF :

I, \_\_\_\_\_ (Affiant) being duly sworn, deposes and says that I am \_\_\_\_\_ (Sole owner, a partner, president, secretary, etc.) of \_\_\_\_\_ (Bidder's Name) of the party making the foregoing bid; that such bid is genuine and not collusive or a sham; that said bidder has not colluded, conspired, connived, or agreed directly or indirectly with any bidder or person, to put in a sham bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement of collusion or communication or conference with any person, to fix the bid price of affiant or any other bidder, or to fix overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the participating municipality (Bath Borough) or any person interested in the proposed contract; and that all statements contained in such 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 or agent thereof.

\_\_\_\_\_  
(Affiant)

\_\_\_\_\_  
(Name of Company)

Sworn and subscribed to before me this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.  
My commission expires \_\_\_\_\_  
(Notary Public in and for County)

SEAL

ATTACHMENT A

**ATTACHMENT B**

**AFFIDAVIT**

**ACCEPTING PROVISIONS OF THE WORKMEN'S COMPENSATION ACT**

STATE OF \_\_\_\_\_ :  
 :ss.  
COUNTY OF \_\_\_\_\_ :

Being duly sworn according to law, deposes and says that she/she/it has accepted the provisions of the Workmen's Compensation Act of 1915 of the Commonwealth of Pennsylvania, with its supplements and has his amendments, and have insured their liability there under in accordance with the terms of its said Act with \_\_\_\_\_.  
(Surety Company)

\_\_\_\_\_  
(Type or print) Contractor

By \_\_\_\_\_  
Signature/Title

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS \_\_\_\_\_ DAY  
OF \_\_\_\_\_, 20\_\_\_\_.

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

My Commission Expires\_\_\_\_\_



## **ATTACHMENT C**

### **NON-DISCRIMINATION & EQUAL OPPORTUNITY**

Nondiscrimination and equal opportunity are the policy of the Commonwealth in all its decisions, programs, and activities. The purpose is to achieve the aims of the United States and Pennsylvania Constitutions. Executive Order 1972-1, the Pennsylvania Human Relations Act, Act of October 27, 1955, P.L. 744, as amended, (43 P.L. & 951, et. seq.) and 43 P.L. & 152, by assuring that all persons are accorded equal employment opportunity without regard to race, color, religious creed, handicap, ancestry, national origin, age, or sex.

This policy applies to the Contracting Agencies of this Commonwealth (Department of Community Affairs, Bureau of Recreation and Conservation), and to applicants who perform under State contract (municipalities and their contractors).

Every state contract shall contain a nondiscrimination clause barring discrimination in employment, because of race, color, religious creed, handicap, ancestry, national origin, age, or sex.

The applicant shall include this Act and the following nondiscrimination provisions in any construction contract awarded for the project.

During the term of this contract, Contractor agrees as follows:

1. Contractor shall not discriminate against an employee, applicant for employment, independent contractor, or any other person because of race, color, religious creed, ancestry, national origin, age, or sex. Contractor shall take affirmative action to insure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, handicap, ancestry, national origin, age or sex. Such affirmative action shall include, but is not limited to: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. Contractor shall post in conspicuous places, available to employees, agents, applicants for employment, and other persons, a notice to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

2. Contractor shall, in advertisements or requests for employment placed by it or on its behalf; state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, handicap, ancestry, national origin, age or sex.

3. Contractor shall send each labor union or workers' representative with which it has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers' representative of its commitment to this nondiscrimination clause. Similar notice shall be sent to every other source of recruitment regularly utilized by contractor.

4. It shall be no defense to a finding of noncompliance with this nondiscrimination clause that Contractor had delegated some of its employment practices to any union, training program, or other source of recruitment, which prevents it from meeting its obligations. However, if the

evidence indicates that the Contractor was not on notice of the third-party discrimination or made a good faith effort to correct it; such factor shall be considered in mitigation in determining appropriate sanctions.

5. Where the practices of a union or any training program or other source of recruitment will result in the exclusion of minority group persons, so that Contractor will be unable to meet its obligation under this nondiscrimination clause, Contractor shall then employ and fill vacancies through other nondiscriminatory employment procedures.

6. Contractor shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of Contractor's noncompliance with the nondiscrimination clause of this contract or with any such laws, this contract may be terminated or suspended, in whole or in part, the Contractor may be declared temporarily ineligible for further Commonwealth contracts, and other sanctions may be imposed and remedies invoked.

7. Contractor shall furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by the contracting agency for purposes of investigation and ascertain compliance with the provisions of this clause. If Contractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the contracting agency.

8. Contractor shall actively recruit minority and women subcontractors or subcontractors with substantial minority representation among their employees.

9. Contractor shall include the provisions of this nondiscrimination clause in every subcontract, so that such provisions will be binding upon each Subcontractor.

10. Contractor obligations under this clause are limited to the Contractor's facilities within Pennsylvania or, where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

I have read the forgoing and agree to be bound by the provisions:

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## **ATTACHMENT D**

### **BID BOND**

There is enclosed herewith a bid bond or certified check, drawn to the order of the Borough of Bath, in the amount of \$1,000 to guarantee that in the event the bid is accepted and the contract awarded to the bidder, the contract will be duly executed and a performance bond and insurance will be provided to the Borough. In the event the bidder is awarded the bid and fails to execute the contract and/or provide a performance bond and insurance as required, bidder agrees that the Borough of Bath shall retain/collect the \$1,000 as liquidated damages. Bidder agrees to sign all papers necessary to accomplish Bath Borough's receipt of the bid bond monies as indicated above; and duly executed consent of surety from an approved surety company licensed to conduct business in the Commonwealth of Pennsylvania agreeing to furnish the Borough of Bath the required performance bond upon award of the contract. It is understood that the bid bond and/or certified check is submitted and shall be subject to the terms and conditions stipulated herein.

The undersigned bidder, submitting this bid, certifies that this bid is genuine; that it is in no respect collusive; that it is not a sham, directly or indirectly, with any person or bidder, to submit a sham bid, or that such other person shall refrain from bidding; and has not in any manner, either directly or indirectly sought by agreement or collusion, communication or conference, with any person, to fix the bid price of said bidder 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 over the Borough of Bath or any person interested in the proposed contract; and further, that such bid, or the contents herein; or divulged information, or data relative thereto to any association or to any member agent thereof; and that not Borough official or employee of said Borough is interested, whether directly or indirectly, in the bid or any portion of the bid, nor in the contract or any part of the contract which may be awarded to the undersigned in the basis of such bid.

Dated: \_\_\_\_\_, 20\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

**ATTACHMENT E**  
**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, THAT WE, the undersigned,  
\_\_\_\_\_, as Principal,  
and \_\_\_\_\_ a corporation organized  
and existing under the laws of the State of \_\_\_\_\_ and legally  
authorized to do business in Pennsylvania, as Surety, are held and firmly bound unto the  
Borough of Bath, a duly incorporated Borough within the County of Northampton, and the  
Commonwealth of Pennsylvania, (hereinafter called "Obligee"), in full and just sum of  
\_\_\_\_\_ Dollars and \_\_\_\_\_ Cents (\$\_\_\_\_\_), lawful  
money of the United states of America, for the payment of which sum well and truly to be made,  
we bind ourselves, our heirs, executors, administrators, personal representatives, successors and  
assigns, jointly and severally, firmly by these presents.

Sealed with our respective seals and dated this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

**WHEREAS**, the above bounded Principal has entered into a contract with the said  
Obligee dated the \_\_\_\_\_ day of, \_\_\_\_\_ 20\_\_\_\_ for \_\_\_\_\_  
upon certain terms and conditions in said contract more particularly mentioned:

**AND WHEREAS**, it is one of the conditions of the award of the Obligee pursuant to  
which said contract is about to be entered into that these presents be executed.

**NOW THEREFORE**, the joint and several conditions of this obligation are such.

That if the above bounded Principal, as Contractor, shall well and faithfully do and  
perform the things agreed by him to be done and performed according to the terms of said  
contract and general conditions, the specifications and other contract documents therein referred  
to and made part thereof, and which are hereby made part of this bond, the same as though they  
were set forth herein, and shall indemnify and save harmless the said Obligee and all its officers,  
agents and employees from any expenses incurred through the failure of the said Contractor to  
complete the work as specified, and for any damages growing out of the manner of performance  
of said contract by said Contractor or his sub-contractors, or his or their agents or servants, then  
this obligation shall be void; otherwise it shall be and remain in full force and effect.

It is further agreed that any alterations which may be made in terms of the contract, or in  
the work to be done, or materials to be furnished, or in lost labor to be supplied or performed  
under it, or the giving by the Obligee of any extension of time for the performance of the contract,  
or any other forbearance on the part of either the Obligee or the Principal to the other, shall not in  
any way release the Principal and the Surety or Sureties, or either or any of them, their heirs,  
executors, administrators, personal representatives, successors or assigns from any liability  
hereunder, notice to the Surety or Sureties of such alterations, extension or forbearance being  
hereby waived.

**IN WITNESS WHEREOF**, the said Principal and Surety have duly executed this bond under seal the day and year above written.

**SIGNED, SEALED AND DELIVERED**, this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

**Principals sign here:**

In the presence of:

_____	_____ (SEAL)
_____	_____ (SEAL)
_____	_____ (SEAL)

**Surety sign here:**

Witness:

_____	By _____ (SEAL)
Attorney-in-fact	

## ATTACHMENT F

### Insurance Requirement

The Contractor, within three (3) days after award of the Contract from the Borough, shall procure, maintain, and provide evidence in the form of certified copies of insurance policies and endorsements acceptable to the Borough Solicitor and Borough, all at the Contractor's sole cost and expense, that the insurances specified in the Contract Documents are in full force and effect and name the Borough, its Borough Manager, its Council members, officers, agents, servants, and employees as additional insureds to provide primary, non-contributory coverage to the additional insureds to support the Indemnification by Contractor set forth in the Contract Documents. Each insurance policy shall require that notice by certified or registered mail be given to the Borough at least thirty (30) days prior to cancellation or material change in the policies.

**Contractor agrees in all matters to hold the Borough of Bath, its Borough Manager, its Council members, officers, agents, servants, and employees harmless and so signifies by signing below.**

Individual or firm Name: \_\_\_\_\_

Individual or Responsible Officer for above:

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

Witness or Attest:

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## **ATTACHMENT G**

### **Schedule of Equipment for Lawn Care Service and/or Landscaping Service**

The Contractor has available for this contract the following types of equipment:

Please provide the following information as it relates to your proposal:

Make	Model	Year	Purpose
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			

Note: Bidder may use and submit additional sheets of paper for Attachment G, if necessary.

**ATTACHMENT H**

**List of References**

Current or former customer:

Contact Person:

Phone Number:
