

LANCASTER AREA SEWER AUTHORITY
Lancaster County, Pennsylvania

BID PACKET
FOR

MOWING AND TRIMMING SERVICES

CONTRACT 1 – VARIOUS LOCATIONS
CONTRACT 2 – BLUE ROCK WATER RESOURCE RECOVERY
FACILITY LOCATION
CONTRACTS 1 & 2 (JOINT) – BLUE ROCK WATER RESOURCE
RECOVERY FACILITY LOCATION AND VARIOUS LOCATIONS

LASA's Project No. 11-23-001

November 2023

Lancaster Area Sewer Authority
130 Centerville Road
Lancaster, PA 17603
(717) 299-4843

DOCUMENT 00010

INVITATION TO BID

Project: MOWING AND TRIMMING SERVICES
Owner: LANCASTER AREA SEWER AUTHORITY
130 Centerville Road
Lancaster, PA 17603-4087

Collection System Director:
John Vilga
Lancaster Area Sewer Authority
130 Centerville Road
Lancaster, PA 17603
Telephone: (717) 344-5819

Direct all inquiries concerning Bidding Documents and technical questions to John Vilga by phone at 717-344-5819 or by email at jvilga@lasa.org

Sealed bids will be received by the LANCASTER AREA SEWER AUTHORITY at its offices at the address shown above, until 11: 00 am prevailing time, January 17, 2024, at which time they will be publicly opened and read.

Submit bids to Michael A. Kyle, Executive Director, Lancaster Area Sewer Authority.

Bidding Documents may be examined without charge at the Office of the Authority at the address shown above.

Copies of Bidding Documents may be obtained at the office of the Authority. A non-returnable postage and handling fee will be charged for each set of Bidding Documents delivered. Fee amount will depend upon type of delivery requested.

Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

After the Bid opening, Bids may be withdrawn only by complying with Commonwealth of Pennsylvania laws and regulations. A summary of such laws and regulations is given in the Instructions to Bidders.

Bids shall remain open for a period of 60 days from the date of Bid opening unless award is delayed by a required approval from a governmental agency, the sale of bonds, or the award of a grant or grants, in which event the Bids shall remain open for a period of 120 days from the date of Bid opening. See Instructions to Bidders for other provisions on the time available for acceptance of Bids.

Each Bid must be accompanied by Bid security in the form of a certified check, bank check, or Bid bond (in the required form) for ten percent of the Bid total.

All insurance required by the Bidder shall be obtained from an insurance company that is duly licensed and authorized to do business in the state of Pennsylvania. The limits of liability insurance shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations.

<u>Type of Coverage</u>	<u>Minimum Limits</u>	
Commercial General Liability	Each Occurrence	\$1,000,000
	Damage to Rented Premises (Each occurrence)	\$ 100,000
	Medical Expense (Any one person)	\$ 5,000
	Personal & Advertising Injury	\$1,000,000
	General Aggregate	\$2,000,000
	Products – Completed / Operations Aggregate	\$2,000,000

Commercial Auto Insurance

Contractor shall maintain commercial auto (CA) insurance in order to provide a combined limit of coverage and terms not less than:

- a. \$1,000,000 Each Occurrence Combined Single Limit Bodily Injury and Property Damage
- b. Such insurance shall cover liability arising out of any auto (including owned, hired, and nonowned autos).

Workers' Compensation Insurance

Contractor shall maintain workers' compensation and employers' liability insurance in accordance with the laws of the state in which the project is located in order to provide limits of coverage and terms not less than:

- a. \$100,000 Each Accident – Bodily Injury by Accident
- b. \$500,000 Policy Limit – Bodily Injury by Disease
- c. \$100,000 Each Employee – Bodily Injury by Disease

The LANCASTER AREA SEWER AUTHORITY hereby reserves the right, which is understood and agreed to by all Bidders, to reject any and all Bids and to waive any omissions, errors, mistakes, defects or irregularities in any Bid.

LANCASTER AREA SEWER AUTHORITY
MICHAEL A. KYLE, EXECUTIVE DIRECTOR

CONDITIONS AND INSTRUCTIONS TO BIDDERS

1. Lancaster Areas Sewer Authority (LASA) is EXEMPT from all excise taxes as well as State Sales Taxes. No tax shall be included in the Bid Price. LASA will be required to furnish tax exemption forms.
2. No contract may be assigned, sublet or transferred without written consent of LASA.
3. The contractor hereby agrees to save harmless and fully indemnify LASA and all its officers and agents from all damages, cost or expenses that may be at any time imposed or claimed for infringement of any patent right of any person, association, or corporation as a result of the use of LASA or any of its officers, agents or employees of article (s) supplied under the contract and of which the contractor is not the patentee, assignee or license.
4. All blank spaces in the proposal shall be filled in clearly where indicated either typed or written in ink. Altering and/or changing any part of this proposal will be sufficient reason for rejection.
5. The prices in this bid are neither directly or indirectly the result of any agreement with any other bidder.
6. Bidders have the option of bidding on one contract, both contracts separately or both contracts together (joint). Bidders that are able to provide discounted pricing if they were to be awarded both contracts may fill out the bid form that states "Use This Form Only if Providing Joint Contract Discount" at the top. The Authority will consider all bids and chose the bidder or bidders that provide the lowest overall cost to the Authority.
7. LASA reserves the right to reject any and all bids, to waive technical defects and to accept or reject any part of any bid, if in the judgment of the Board, the best interest of LASA are thereby served. Cash discounts will not be considered in making an award, but if any bidder offers cash discounts, LASA reserves the right to take advantage of such an offer.
8. No award will be made to any bidder, who, in the opinion of LASA is in default on any bid proposal, or purchase order, or contract with LASA prior to date of the bid proposal under consideration.
9. LASA will reject a bid not meeting specifications. If a contractor furnishes articles not meeting specifications, and does not replace such articles, or if there is a failure to deliver within the specified time, LASA may contract for the same in the open market.

10. It is understood that any reference to a particular manufacturer's product either by trade name or by limited description, has been solely for the purpose of more clearly indicating the minimum standard of quality desired. The term "or approved equal" is defined as meaning any other make equal in material, workmanship and service, and as efficient and economical in operation. An article meeting these conditions may be accepted.
11. Bidders shall not edit this proposal, instructions to bidders and/or specifications, in a manner which will have the effect of making any material change or changes in the same or in any contract between the parties covering the subject matter thereof.
12. Failure to comply with any part of the proposal, instructions to bidders and/or specifications will result in disqualification of the proposal and/or cancellation of the contract.
13. Be certain that adequate postage to cover mailing is affixed in order to insure prompt delivery of proposals. LASA will not be responsible nor will it accept proposals delivered late or with postage due.
14. All bids shall be accompanied by a certified check, bank check, or bid bond payable to the Lancaster Area Sewer Authority in the amount of ten (10%) percent of the amount of the bid as a good-faith deposit conditioned on the bidder's compliance with all terms of the contract in the event the same shall be awarded to him. All such deposits shall be forfeited as liquidated damages in the event of failure of such compliance. All such deposits shall be returned to the unsuccessful bidders.
15. All bids must have the specification checklist completed and returned with the bid submittals on the bid due date.
16. All bids shall be marked clearly on the outside of the bid as follows:

BID FOR: MOWING AND TRIMMING SERVICES
BID DUE: January 17, 2024 at 11:00 am

17. If any questions regarding these specifications for Contract 1, please contact John Vilga at 717-344-5819. If any questions regarding these specifications for Contract 2, please contact Ed Lyle at 717-344-5815.

MOWING AND TRIMMING SERVICES

SPECIFICATIONS AND SITE LOCATIONS – CONTRACT 1

1. All locations listed will be mowed and grassy areas trimmed up to but not to exceed thirty-three (33) times during the mowing season (April through November) each year.
 - a. Mowing shall be conducted in a manner as to not throw grass onto paved areas and mulched areas or onto equipment.
 - b. Trimming shall be provided around walkways, pipes, buildings, station cans and where trimming is seen to be necessary. The Authority will utilize herbicides to reduce the amount of weeds along fences and buildings. The bidder shall ensure weeds not removed by herbicides are trimmed to present a satisfactory appearance.
2. The Authority will supply access to all fenced areas for the contractor and the contractor will be responsible for securing premises upon completion of work.
3. Work shall be conducted during reasonable working hours as to not disturb neighborhoods. Mowing may be performed weekdays from 7:00 a.m. to 6:00 p.m., Saturdays 7:00 a.m. to 3:00 p.m. and no mowing will be allowed on Sunday.
4. The Authority, at its discretion, shall initiate the renewal option at least four (4) months prior to the expiration of the then current term by providing the contractor written notice of the Authority's intent to renew. Contractor shall have thirty (30) days to respond to the request by either approving the renewal request or denying the renewal request. Contractor's failure to respond to the Authority's renewal request within thirty (30) days of receipt of the request shall constitute denial of the renewal request. Each such renewal shall be under the same terms, provisions and conditions as herein set forth, except that the per site price for the additional two (2) years shall increase three percent (3%).
5. Locations:

Administrative Office
130 Centerville Road
Lancaster PA 17603

Swarr Run Pump Station
2291 Harrisburg Pike
Lancaster PA 17601

Graystone #1 Pump Station
1149 Graystone Road
East Petersburg PA 17520

Graystone # 2 P.S.
1479 Graystone Road
East Petersburg PA 17520

Meadows Edge P.S.
87 Country Lane
Landisville PA 17538

Salunga P.S.
201 Prospect Road
Salunga PA 17538

Silver Springs P.S.
830 Silver Spring Road
Silver Spring PA 17575

Farmdale P.S.
815 Bridge Valley Road
Mount Joy PA 17552

Locust Grove P.S.
3820 Locust Grove Road
Columbia PA 17512

Holland Hills P.S.
204 Donnerville Road
Lancaster PA 17603

Surge Tanks #1
Charlestown Rd
Lancaster PA 17603

Surge Tanks #2
Charlestown Road
Lancaster PA 17603

Charlestown P.S.
2705 Charlestown Road
Lancaster PA 17603

Millersville Pike P.S.
1820 Millersville Pike
Lancaster PA 17603

Bausman P.S.
1775 Wabank Road
Lancaster PA 17603

Honeysuckle Lane P.S.
1760 Wabank Road
Lancaster PA 17603

Blue Rock #1 P.S.
324 Blue Rock Rd
Millersville PA 17551

Blue Rock #2
133 Blue Rock Road
Millersville PA 17551

Georgetown Hills P.S.
1022A Monticello Lane
Lancaster PA 17603

Bowling Green P.S.
1491 Manor Blvd.
Lancaster PA 17603

Hamlet of Blue Rock P.S.
3184 Blue Rock Road
Millersville PA 17551

Blue Rock P.S.
3422 Blue Rock Road
Washington Boro PA

Central Manor P.S.
2011 Gamber Road
Washington Boro PA

Equalization Chamber
Old Blue Rock Road
Washington Boro PA

Elizabeth Street P.S.
8 Elizabeth Street
Washington Boro PA

River Road P.S.
1850 Water Street
Washington Boro PA

Pleasure Road P.S.
1401 Pleasure Road
Lancaster PA 17601

Fruitville Pike P.S.
1558 Fruitville Pike
Lancaster PA 17601

Historical Mill
River Road
Washington Boro PA

Letort Manor P.S.
1265 Central Manor Road
Washington Boro PA

Columbia P.S.
470 South Front Street
Columbia, PA 17512

Eagles View P.S.
1 Eagle Drive
Ephrata, PA 17522

Cocalico Creek P.S.
90 Cocalico Creek Road
Ephrata, PA 17522

Oregon Pike P.S.
3869 Oregon Pike
Leola, PA 17540

Church Street P.S.
90 N. Church Street SW
Ephrata, PA 17522

Newport Road P.S.
1741 Newport Road
Ephrata, PA 17522

Brownstown WW Treatment Plant
161 Locust Street
Leola, PA 17540

6. The Authority may purchase additional properties during the life of this contract. The Authority may, at its discretion, request the Contractor to provide quotes for adding these properties as an addendum to this contract. The Authority is under no obligation to accept the quote provided by the Contractor and may seek pricing from other contractors.

BID FORM

CONTRACT 1 – VARIOUS LOCATIONS

MOWING AND TRIMMING SERVICES

Lancaster Area Sewer Authority
130 Centerville Road
Lancaster, PA 17603

Date: _____

Gentleman:

We, the undersigned, having examined the Advertisement for Bids, the Conditions and Instruction to Bidders and the specifications for providing mowing and trimming services, do hereby propose to furnish the services at the locations listed below at the per site price listed:

Quantity	Location	Price Per Mow	Extended Total (Price Per Mow x 66)
66 – (33/Year. x 2 Years)	Office – Centerville Rd		
66 – (33/Year. x 2 Years)	Swarr Run P.S.		
66 – (33/Year. x 2 Years)	Graystone #1 P.S.		
66 – (33/Year. x 2 Years)	Graystone #2 P.S.		
66 – (33/Year. x 2 Years)	Meadows Edge P.S.		
66 – (33/Year. x 2 Years)	Salunga P.S.		
66 – (33/Year. x 2 Years)	Silver Springs P.S.		
66 – (33/Year. x 2 Years)	Farmdale P.S.		
66 – (33/Year. x 2 Years)	Locust Grove P.S.		
66 – (33/Year. x 2 Years)	Holland Hills P.S.		
66 – (33/Year. x 2 Years)	Surge Tanks #1		
66 – (33/Year. x 2 Years)	Surge Tanks #2		
66 – (33/Year. x 2 Years)	Charlestown P.S.		
66 – (33/Year. x 2 Years)	Millersville Pike P.S.		
66 – (33/Year. x 2 Years)	Bausman P.S.		
66 – (33/Year. x 2 Years)	Honeysuckle Lane P.S.		
66 – (33/Year. x 2 Years)	Bluerock #1 P.S.		
66 – (33/Year. x 2 Years)	Bluerock #2 P.S.		
66 – (33/Year. x 2 Years)	Georgetown Hills P.S.		
66 – (33/Year. x 2 Years)	Bowling Green P.S.		
66 – (33/Year. x 2 Years)	Hamlet of Bluerock P.S.		
66 – (33/Year. x 2 Years)	Bluerock P.S.		
66 – (33/Year. x 2 Years)	Central Manor P.S.		
66 – (33/Year. x 2 Years)	Equalization Chamber		
66 – (33/Year. x 2 Years)	Elizabeth Street P.S.		
66 – (33/Year. x 2 Years)	River Road P.S.		
66 – (33/Year. x 2 Years)	Pleasure Road P.S.		
66 – (33/Year. x 2 Years)	Fruitville Pike P.S.		
66 – (33/Year. x 2 Years)	Historical Mill		
66 – (33/Year. x 2 Years)	Letort Manor P.S.		

66 – (33/Year. x 2 Years)	Columbia P.S.		
66 – (33/Year. x 2 Years)	Eagles View P.S.		
66 – (33/Year. x 2 Years)	Cocalico Creek P.S.		
66 – (33/Year. x 2 Years)	Oregon Pike P.S.		
66 – (33/Year. x 2 Years)	Church Street P.S.		
66 – (33/Year. x 2 Years)	Newport Road P.S.		
66 – (33/Year. x 2 Years)	Brownstown Wastewater Treatment Plant		
		Total:	Total:

The bidder does hereby propose to furnish service to the above listed sites in the quantity listed for each site at a total 2-year price not to exceed:

(Price in Words) _____

(Price in Figures) _____

Complete specifications for the mowing and trimming services and locations are attached. A certified check, bank check, or bid bond in the amount of \$ _____ is enclosed. We agree, if this proposal is accepted, within thirty (30) days from the date of the opening to enter into a contract promptly and in accordance with all the conditions stated in the specifications and documents.

Work will commence April 1, 2024 after receipt of notice of award of contract.

In the event of a discrepancy between written words and figures as to price quoted, the written words shall be the determining factor as to price quoted.

Submitted by: _____

Firm Name: _____

Address: _____

Phone: _____

MOWING AND TRIMMING SERVICES

SPECIFICATIONS AND SITE LOCATION – CONTRACT 2

1. The location listed will be mowed and grassy areas trimmed up to but not to exceed thirty-three (33) times during the mowing season (April through November) each year.
 - a. Mowing shall be conducted in a manner as to not throw grass onto paved areas, into tanks and mulched areas or onto equipment.
 - b. Trimming shall be provided around all walkways, fences, curbs, signs, hydrants, flower beds, light poles and tanks where weeds are present. The Authority will utilize herbicides to reduce the amount of weeds in these areas. The bidder shall ensure weeds not removed by the herbicides are trimmed to present a satisfactory appearance.
2. The Authority will supply access to all fenced areas for the contractor and the contractor will be responsible for securing premises upon completion of work.
3. Work shall be conducted during reasonable working hours as to not disturb the neighboring properties. Mowing may be performed weekdays from 7:00 a.m. to 6:00 p.m., Saturdays 7:00 a.m. to 10:30 a.m. and no mowing will be allowed on Sunday. Contractor shall have the resources necessary to perform the work in one working day.
4. The Authority, at its discretion, shall initiate the renewal option at least four (4) months prior to the expiration of the then current term by providing the contractor written notice of the Authority's intent to renew. Contractor shall have thirty (30) days to respond to the request by either approving the renewal request or denying the renewal request. Contractor's failure to respond to the Authority's renewal request within thirty (30) days of receipt of the request shall constitute denial of the renewal request. Each such renewal shall be under the same terms, provisions and conditions as herein set forth, except that the per site price for the additional two (2) years shall increase three percent (3%).
5. Location:

Blue Rock Water Resource Recovery Facility
4160 Blue Rock Road
Washington Boro, PA 17582

BID FORM

CONTRACT 2 – LASA TREATMENT PLANT LOCATION

MOWING AND TRIMMING SERVICES

Lancaster Area Sewer Authority
130 Centerville Road
Lancaster, PA 17603

Date: _____

Gentleman:

We, the undersigned, having examined the Advertisement for Bids, the Conditions and Instruction to Bidders and the specifications for providing mowing and trimming services, do hereby propose to furnish the services at the location listed below at the per site price listed:

Quantity	Location	Price Per Mow	Extended Total (Price Per Mow x 66)
66 – (33/Yr. x 2 Years)	LASA Treatment Plant – Blue Rock Rd.		
		Total:	Total:

The bidder does hereby propose to furnish service to the above listed site in the quantity listed for site at a total 2-year price not to exceed:

(Price in Words) _____

(Price in Figures) _____

Complete specifications for the mowing and trimming services and location are attached. A certified check, bank check or bid bond in the amount of \$ _____ is enclosed. We agree, if this proposal is accepted, within thirty (30) days from the date of the opening to enter into a contract promptly and in accordance with all the conditions stated in the specifications and documents.

Work will commence April 1, 2024 after receipt of notice of award of contract.

In the event of a discrepancy between written words and figures as to price quoted, the written words shall be the determining factor as to price quoted.

Submitted by: _____

Firm Name: _____

Address: _____

Phone: _____

Use This Form Only if Providing Joint Contract Discount

BID FORM

CONTRACT 1 & 2 – BLUE ROCK WATER RESOURCE RECOVERY FACILITY AND VARIOUS LOCATIONS

MOWING AND TRIMMING SERVICES

Lancaster Area Sewer Authority
 130 Centerville Road
 Lancaster, PA 17603

Date: _____

Gentleman:

We, the undersigned, having examined the Advertisement for Bids, the Conditions and Instruction to Bidders and the specifications for providing mowing and trimming services, do hereby propose to furnish the services at the locations listed below at the per site price listed:

Quantity	Location	Price Per Mow	Extended Total (Price Per Mow x 66)
66 – (33/Yr. x 2 Years)	Office – Centerville Rd		
66 – (33/Yr. x 2 Years)	Swarr Run P.S.		
66 – (33/Yr. x 2 Years)	Graystone #1 P.S.		
66 – (33/Yr. x 2 Years)	Graystone #2 P.S.		
66 – (33/Yr. x 2 Years)	Meadows Edge P.S.		
66 – (33/Yr. x 2 Years)	Salunga P.S.		
66 – (33/Yr. x 2 Years)	Silver Springs P.S.		
66 – (33/Yr. x 2 Years)	Farmdale P.S.		
66 – (33/Yr. x 2 Years)	Locust Grove P.S.		
66 – (33/Yr. x 2 Years)	Holland Hills P.S.		
66 – (33/Yr. x 2 Years)	Surge Tanks #1		
66 – (33/Yr. x 2 Years)	Surge Tanks #2		
66 – (33/Yr. x 2 Years)	Charlestown P.S.		
66 – (33/Yr. x 2 Years)	Millersville Pike P.S.		
66 – (33/Yr. x 2 Years)	Bausman P.S.		
66 – (33/Yr. x 2 Years)	Honeysuckle Lane P.S.		
66 – (33/Yr. x 2 Years)	Bluerock #1 P.S.		
66 – (33/Yr. x 2 Years)	Bluerock #2 P.S.		
66 – (33/Yr. x 2 Years)	Georgetown Hills P.S.		
66 – (33/Yr. x 2 Years)	Bowling Green P.S.		
66 – (33/Yr. x 2 Years)	Hamlet of Bluerock P.S.		
66 – (33/Yr. x 2 Years)	Bluerock P.S.		
66 – (33/Yr. x 2 Years)	Central Manor P.S.		
66 – (33/Yr. x 2 Years)	Equalization Chamber		
66 – (33/Yr. x 2 Years)	Elizabeth Street P.S.		
66 – (33/Yr. x 2 Years)	River Road P.S.		
66 – (33/Yr. x 2 Years)	Pleasure Road P.S.		
66 – (33/Yr. x 2 Years)	Fruitville Pike P.S.		
66 – (33/Yr. x 2 Years)	Historical Mill		

Use This Form Only if Providing Joint Contract Discount

66 – (33/Yr. x 2 Years)	Letort Manor P.S.		
66 – (33/Yr. x 2 Years)	Columbia P.S.		
66 – (33/Year. x 2 Years)	Eagles View P.S.		
66 – (33/Year. x 2 Years)	Cocalico Creek P.S.		
66 – (33/Year. x 2 Years)	Oregon Pike P.S.		
66 – (33/Year. x 2 Years)	Church Street P.S.		
66 – (33/Year. x 2 Years)	Newport Road P.S.		
66 – (33/Year. x 2 Years)	Brownstown Wastewater Treatment Plant		
66 – (33/Yr. x 2 Years)	Blue Rock Water Resource Recovery Facility (see map)		
		Total:	Total:

The bidder does hereby propose to furnish service to the above listed sites in the quantity listed for each site at a total price not to exceed:

(Price in Words) _____

(Price in Figures) _____

Complete specifications for the mowing and trimming services and locations are attached.¹ A certified check, bank check, or bid bond in the amount of \$ _____ is enclosed. We agree, if this proposal is accepted within thirty (30) days from the date of the opening to enter into a contract promptly and in accordance with all the conditions stated in the specifications and documents.

Work will commence April 1, 2024 after receipt of notice of award of contract.

In the event of a discrepancy between written words and figures as to price quoted, the written words shall be the determining factor as to price quoted.

Submitted by: _____

Firm Name: _____

Address: _____

Phone: _____

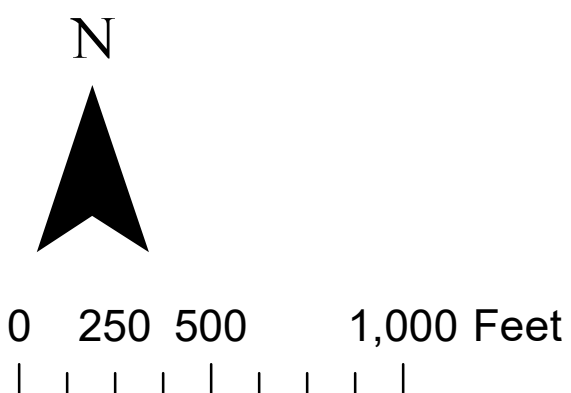
¹ Only complete this section and attach a certified check, bank check, or bid bond if you did **not** complete individual Bid Forms for Contract 1 and Contract 2.



Mowing Map 2023

Legend

- LASA Property
- Mowed Areas



MOWING AND TRIMMING SERVICES - CONTRACT 1 AGREEMENT

This Agreement made and entered into this _____ day of _____, 20____, by and between LANCASTER AREA SEWER AUTHORITY, hereinafter called the Authority,

and

A Corporation known as _____,
Organized and existing under the laws of the State of _____

A Partnership known as _____

Consisting of the following partners _____

An Individual _____ trading as _____

Whose address is _____,
City of _____, State of _____,
hereinafter called the Contractor,

Witnesseth, that the parties hereto for the consideration stated do mutually agree as follows:

Article 1 – SCOPE OF WORK

1.1 The Contractor agrees to furnish all labor, superintendence, materials, necessary equipment, and other utilities and facilities for, perform all work necessary for or incidental to, and perform all other obligations imposed by this Agreement for, the complete Work in connection with MOWING AND TRIMMING SERVICES herein called for, all in strict accordance with the Contract Documents as prepared by the Lancaster Area Sewer Authority.

1.2 The Contract Documents are defined as all the documents included in the BID PACKET FOR MOWING AND TRIMMING SERVICES - CONTRACT 1 – VARIOUS LOCATIONS provided for LASA’s Project No. 11-23-001. The Contract Documents are incorporated in this Agreement and made a part hereof.

ARTICLE 2 – CONTRACT TIMES

2.1 The Work will be substantially completed between April 1, 2024 and March 31, 2026.

2.2 The Authority, at its discretion, shall initiate the renewal option at least four (4) months prior to the expiration of the current contract time by providing the Contractor written notice of the Authority’s intent to renew the Agreement for an additional (2) years. Contractor shall have thirty (30) days to respond to the request by either approving the renewal request or denying the renewal

request. Contractor's failure to respond to the Authority's renewal request within thirty (30) days of receipt of the request shall constitute denial of the renewal request. Each such renewal shall be under the same terms, provisions and conditions as herein set forth, except the per site price for the additional two (2) years shall increase three percent (3%).

ARTICLE 3 – CONTRACT PRICE, PAYMENT, AND RETAINAGE

3.1 The Authority shall pay, and the Contractor shall receive and accept as full payment for the performance of the Contractor's obligations hereunder, the price(s) stipulated in the Bid Form hereto attached.

ARTICLE 4 – CONTRACTOR'S REPRESENTATIONS

In order to induce Authority to enter into this Agreement, Contractor makes the following representations:

4.1 Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Packet.

4.2 Contractor has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, and furnishing of the Work.

4.3 Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.

4.4 Contractor has given Authority written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Authority is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 5 – MISCELLANEOUS

5.1 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

5.2 Authority and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

5.3 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed

to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

5.4 This Agreement will be governed by the Laws of the Commonwealth of Pennsylvania. The Court of Common Pleas of Lancaster County, Pennsylvania, will have exclusive jurisdiction over matters which are not subject to arbitration.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written

(If Contractor is an Individual)

Signature of Witness

Signature of Individual

Trading and doing business as:

Name of Business

Address of Business

(If Contractor is a Partnership)

Signature of Witness

Name of Partnership

Address of Partnership

Signature of Witness

Signature of Partner

Signature of Witness

Signature of Partner

Signature of Partner

(If Contractor is a Corporation)

Attest:

Name of Corporation

Signature of Secretary or
Assistant Secretary

Address of Principal Office

(Corporate Seal)

State of Incorporation

Signature of
President or Vice President

(Owner)

Attest:

LANCASTER AREA SEWER AUTHORITY
Owner's Organizational Name

130 Centerville Road
Lancaster, PA 17603-4087

Owner's Address

Signature

Signature

Title

Title

Type or print name below each signature.

END OF AGREEMENT

MOWING AND TRIMMING SERVICES - CONTRACT 2 AGREEMENT

This Agreement made and entered into this _____ day of _____, 20____, by and between LANCASTER AREA SEWER AUTHORITY, hereinafter called the Authority,

and

A Corporation known as _____,
Organized and existing under the laws of the State of _____

A Partnership known as _____

Consisting of the following partners _____

An Individual _____ trading as _____

Whose address is _____,
City of _____, State of _____,
hereinafter called the Contractor,

Witnesseth, that the parties hereto for the consideration stated do mutually agree as follows:

Article 1 – SCOPE OF WORK

1.1 The Contractor agrees to furnish all labor, superintendence, materials, necessary equipment, and other utilities and facilities for, perform all work necessary for or incidental to, and perform all other obligations imposed by this Agreement for, the complete Work in connection with MOWING AND TRIMMING SERVICES herein called for, all in strict accordance with the Contract Documents as prepared by the Lancaster Area Sewer Authority.

1.2 The Contract Documents are defined as all the documents included in the BID PACKET FOR MOWING AND TRIMMING SERVICES - CONTRACT 2 – BLUE ROCK WATER RESOURCE RECOVERY FACILITY LOCATION provided for LASA’s Project No. 11-23-001. The Contract Documents are incorporated in this Agreement and made a part hereof.

ARTICLE 2 – CONTRACT TIMES

2.1 The Work will be substantially completed between April 1, 2024 and March 31, 2026.

2.2 The Authority, at its discretion, shall initiate the renewal option at least four (4) months prior to the expiration of the current contract time by providing the Contractor written notice of the Authority’s intent to renew the Agreement for an additional (2) years. Contractor shall have thirty (30) days to respond to the request by either approving the renewal request or denying the renewal

request. Contractor's failure to respond to the Authority's renewal request within thirty (30) days of receipt of the request shall constitute denial of the renewal request. Each such renewal shall be under the same terms, provisions and conditions as herein set forth, except the per site price for the additional two (2) years shall increase three percent (3%).

ARTICLE 3 – CONTRACT PRICE, PAYMENT, AND RETAINAGE

3.1 The Authority shall pay, and the Contractor shall receive and accept as full payment for the performance of the Contractor's obligations hereunder, the price(s) stipulated in the Bid Form hereto attached.

ARTICLE 4 – CONTRACTOR'S REPRESENTATIONS

In order to induce Authority to enter into this Agreement, Contractor makes the following representations:

4.1 Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Packet.

4.2 Contractor has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, and furnishing of the Work.

4.3 Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.

4.4 Contractor has given Authority written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Authority is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 5 – MISCELLANEOUS

5.1 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

5.2 Authority and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

5.3 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed

to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

5.4 This Agreement will be governed by the Laws of the Commonwealth of Pennsylvania. The Court of Common Pleas of Lancaster County, Pennsylvania, will have exclusive jurisdiction over matters which are not subject to arbitration.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written

(If Contractor is an Individual)

Signature of Witness

Signature of Individual

Trading and doing business as:

Name of Business

Address of Business

(If Contractor is a Partnership)

Signature of Witness

Name of Partnership

Address of Partnership

Signature of Witness

Signature of Partner

Signature of Witness

Signature of Partner

Signature of Partner

(If Contractor is a Corporation)

Attest:

Name of Corporation

Signature of Secretary or
Assistant Secretary

Address of Principal Office

(Corporate Seal)

State of Incorporation

Signature of
President or Vice President

(Owner)

Attest:

LANCASTER AREA SEWER AUTHORITY
Owner's Organizational Name

130 Centerville Road
Lancaster, PA 17603-4087
Owner's Address

Signature

Signature

Title

Title

Type or print name below each signature.

END OF AGREEMENT