

BILL NO. 470

ORDINANCE NO. 451

INTRODUCED BY: Trustees Slama, Young, Graves, Fortune and Whitmore

**AN ORDINANCE APPROVING AN AWARD OF CONTRACT FOR 2015 GRASS/
CUTTING TRIMMING SERVICES; AUTHORIZING NOTICE OF INTENT TO AWARD
AND EXECUTION OF CONTRACT**

WHEREAS, an invitation was issued on Monday, January 12, 2015, and were received and opened Tuesday, January 27, 2015, and

WHEREAS, George Douglas, LLC, D/B/A The Ground Guys of St. Charles was the lowest and deemed to be the most responsive bidder in the sum of \$26,986.25; and

WHEREAS, the Board of Trustees wishes to accept such bid

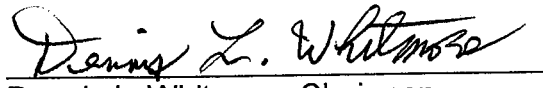
NOW THEREFORE, BE IT ORDAINED, by the Board of Trustees of the Village of Twin Oaks, St. Louis County, Missouri, as follows:

Section 1. The bid of George Douglas, LLC, D/B/A The Ground Guys of St. Charles as referenced above and incorporated herein as EXHIBIT "A", is accepted by the Board of Trustees.

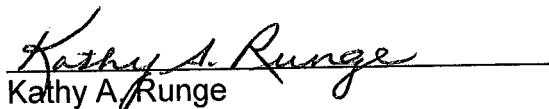
Section 2. The Village Clerk/Controller is authorized to give Notice of Intent to Award and execute the Contract between the Contractor and the Village, said Contract having been a part and portion of the bid packet for the project.

Section 3. This Ordinance shall be in full force and effect from and after its passage as by law provided.

PASSED and APPROVED this 4 day of February, 2015.


Dennis L. Whitmore, Chairman
Board of Trustees

ATTEST:


Kathy A. Runge
Village Clerk/Controller

First Reading 2-4-2015

Second Reading 2-4-2015

OWNER-CONTRACTORS AGREEMENT

This agreement, made by and between George Douglas, llc D/B/A The Grounds Guys of St. Charles hereinafter called the CONTRACTOR, and the Village of Twin Oaks, Missouri, hereinafter called the OWNER.

Now therefore, CONTRACTOR and OWNER, in consideration of mutual covenants herein set forth, agree as follows:

ARTICLE 1. CONTRACT PRICE

OWNER shall pay CONTRACTOR in current funds, for completion of the Work designated in Article 2 in accordance with the Contract Documents, an amount equal to the sum of the established unit prices for each separately identified item of Unit Price Work multiplied by the quantity of that item as indicated in the CONTRACTOR'S Bid, for the total amount of:

Twenty Six Thousand Nine Hundred Eighty Six Dollars and 25/100

(in words)

(\$ 26,986.25)

(in figures)

ARTICLE 2. SCOPE OF THE WORK

The proposed work includes the furnishing of materials, tools, equipment and labor necessary to provide grass cutting and trimming services throughout the Village of Twin Oaks, MO as prescribed in the bid documents.

ARTICLE 3. TIME OF COMPLETION

Contractor will perform turf mowing for areas indicated on a weekly cycle during the growing season. The exact length of the growing season shall be determined by growth patterns but generally starting the first of March continuing through the end of October.

- All mowing equipment shall have sharp blades so as to cleanly cut grass, not tear and damage the grass.
- Cycles should include nylon string trimming of all park structures, fences, trash receptacles, tables, signs, walkways, courts, and shrubs beds. Chemical trimming in lieu of mechanical

trimming requires prior approval of the Village. At no time may the string come into contact trees, shrubs, flowers or wooden structures.

- Mowing cycle is to include blowing of all walk areas following mowing of turf areas.

The rate of progress and the time of completion are essential conditions of this Contract. Liquidated damages will be charged as specified herein.

Should the CONTRACTOR, or in case of default, the surety fail to complete the work within the calendar days specified, a deduction of the amount will be made for each and every calendar day that the contract remains uncompleted in accordance with the requirements of ARTICLE 13 contained herein.

ARTICLE 4. PAY QUANTITIES AND UNIT PRICES

The OWNER shall pay the CONTRACTOR for all work acceptably completed according to this Contract, at the unit price shown on the BID FORM for the quantity actually provided.

ARTICLE 5. (BLANK)

ARTICLE 6. FINAL PAYMENT AND ACCEPTANCE

Refer to Article 14 for payment schedule.

ARTICLE 7. THE CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- a. This Owner-Contractors Agreement.
- b. Exhibits to the Owner-Contractor's Agreement (if any).
- c. General Requirements
- d. Bid Bonds.
- e. Notice of Award.
- f. Notice to Proceed.
- g. Bid Form.
- h. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents, which may be delivered or issued after the Effective Date of the Agreement, and are not attached hereto.

There are no Contract Documents other than those listed in this article. The Contract Documents may be amended, modified, or supplemented only in one or more of the following ways: (i) a Written Amendment; (ii) a Change Order; or (iii) a Work Change Directive.

The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by a Field Order, or ENGINEER'S written interpretation or clarification.

ARTICLE 8. (INTENTIONALLY REMOVED)

ARTICLE 9. PERFORMANCE OF THE WORK

The CONTRACTOR, acting as an independent CONTRACTOR, shall furnish all supervision, labor, equipment, tools, materials, and supplies necessary to perform and shall perform all work in accordance with the Contract Documents and any applicable Owner ordinances, and state and federal laws. CONTRACTOR represents and warrants that he has special skills which qualify him to perform the Work in accordance with the Contract and that he is free to perform all such Work and is not a party to any other agreement, written or oral, the performance of which would prevent or interfere with the performance, in whole or in part, of the Work. The prime CONTRACTOR must perform, with its own organization, all work of the total original contract.

ARTICLE 10. SUPERVISION

The CONTRACTOR shall supervise and direct the Work, using the CONTRACTOR'S best skill and attention. The CONTRACTOR shall be solely responsible for and have control over service means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless Contract Documents give other specific instructions concerning those matters.

ARTICLE 11. SAFETY

The OWNER and the ENGINEER may have personnel on the project site from time to time. All information and/or instructions shall be requested in writing by the CONTRACTOR and responded to in writing. No opinion or instructions will be given to the CONTRACTOR on safety.

The CONTRACTOR shall be solely responsible for the safety on and around the project site including shoring, ladders, drop cords, scaffolding, barricades, construction means, methods, techniques, sequences and procedures.

ARTICLE 12. INDEMNITY

To the fullest extent permitted by law, the CONTRACTOR shall indemnify and hold harmless the OWNER, the OWNER'S REPRESENTATIVE, ENGINEER, their consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than the Work itself,

including loss of use resulting there from, but only to the extent caused in whole or in part by negligent acts or omissions of the CONTRACTOR, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party or person described in this Section.

In claims against any person or entity indemnified under the above paragraph by an employee of the CONTRACTOR, or anyone directly or indirectly employed by them or anyone whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the CONTRACTOR under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

The obligations of the CONTRACTOR under this Section shall not extend to the liability of the ENGINEER, the OWNER'S REPRESENTATIVE, the ENGINEER'S consultants, and agents and employees of any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications, or (2) the giving of or the failure to give directions, after requested in writing by the CONTRACTOR, or instructions by the ENGINEER, the OWNER'S REPRESENTATIVE, the ENGINEER'S consultants, and agents and employees of any of them provided such instructions or failure to give is the primary cause of the injury or damage.

ARTICLE 13. **LIQUIDATED DAMAGES**

Whenever time is mentioned in this contract, time shall be and is of the essence of this contract. The OWNER would suffer loss should the CONTRACTOR fail to have the work embraced in this contract fully completed on or before the time above specified: THEREFORE, in order to adjust satisfactorily the damage on account of such failure, and the parties hereto realizing that it might be impossible to compute accurately or estimate the amount of such loss or damages which the OWNER would sustain by reason of failure to complete fully said work within the time required by this contract, the CONTRACTOR hereby covenants and agrees to pay the OWNER, as and for liquidated damages for each and every calendar day during which work remains incomplete and unfinished. Any sum which may be due the OWNER for such damages shall be deducted and retained by the OWNER from any balance which may be due the CONTRACTOR for progress payments or when said work shall have been finished and accepted. But such provisions shall not release the bond of the CONTRACTOR from liability according to its terms. In case of failure to complete, the OWNER will be under no obligation to show or prove any actual or specific damage.

Therefore, the CONTRACTOR will be charged with liquidated damages specified in the amount **1 complete cycle bid amount** per calendar week for each full week that all work for the **2015 Grass Cutting and Trimming Services**, is not completed, and/or to acceptable standards to the satisfaction of the Owner and the Village of Twin Oaks, Missouri, in excess of the limitation as specified elsewhere in this special provision. It shall be the responsibility of the OWNER or its ENGINEER to determine the quantity of excess days.

ARTICLE 14. **PAYMENT TERMS**

Contractor will be paid monthly, based on submitted invoices for prior work performed.

ARTICLE 15. **TERMINATION BY OWNER OR CONTRACTOR**

(a) If the CONTRACTOR is adjudged to be bankrupt, or if the CONTRACTOR makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of the CONTRACTOR's insolvency, or if the CONTRACTOR fails, except in cases for which extension of time is provided, to make progress in accordance with the Construction Schedule, or if the CONTRACTOR fails to make prompt payment to Subcontractors or prompt payment for material or labor, or disregards laws, ordinances or the instructions of the OWNER, or otherwise breaches any provision of the Contract, the OWNER may, without prejudice to any other right or remedy, terminate the Contract by giving written notice to the CONTRACTOR and his surety. Upon such notification the OWNER shall be entitled to take possession of the Work and of all materials and equipment thereon and finish the Work by whatever method the OWNER may deem expedient, which may include, but is not limited to, the OWNER itself completing the work or the OWNER hiring others to complete said work. In such case, the CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Sum shall exceed the expenses of finishing the Work, including additional engineering, architectural, managerial and administrative expenses, and liquidated damages, such excess shall be paid to the CONTRACTOR. If such expenses and damages exceed the unpaid balance of the Contract Sum, the CONTRACTOR shall pay the difference to the OWNER promptly upon demand.

(b) Performance of the Work hereunder may be terminated by the OWNER or CONTRACTOR, by giving sixty (60) days prior written notice to the other.

ARTICLE 16. **AUDIT CLAUSE**

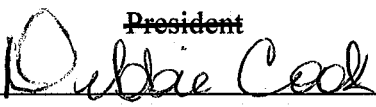
Examination of Records

The CONTRACTOR's records which shall include, but not be limited to, accounting records (hard copy, as well as computer readable data), written policies and procedures, subcontractor files, indirect cost records, overhead allocation records, correspondence, instructions, drawings, receipts, vouchers, memoranda, and any other data relating to this contract shall be open to inspection and subject to audit and/or reproduction by the Owner Auditor, or a duly authorized representative from the OWNER, at the OWNER's expense. The CONTRACTOR shall preserve all such records for a period of three years, unless permission to destroy them is granted by the OWNER, or for such longer period as may be required by law, after the final payment. Since the CONTRACTOR is not subject to the Missouri Sunshine Law (Chapter 610, RSMo), information regarding the CONTRACTOR's operations obtained during audits will be kept confidential.

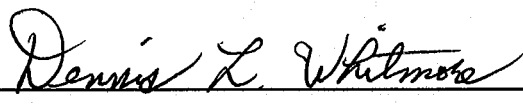
IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed in four (4) original counterparts as of the day and year last written below.

Executed by the OWNER this 4th day of February, 20 15.
George Douglas, llc d/b/a The Grounds Guys of St. Charles
Executed by _____ (CONTRACTOR) this 11 day of
February, 20 15.

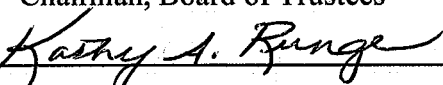
CONTRACTOR 
Doug Golliver, Member

President

Secretary

VILLAGE OF TWIN OAKS, MISSOURI


Dennis L. Whitmore

Chairman, Board of Trustees

ATTEST 
Kathy A. Runge
Village Clerk/Controller

GENERAL REQUIREMENTS

SUMMARY OF WORK – 2015 Grass Cutting and Trimming

Work site is located at various locations within the Village of Twin Oaks, MO.

This project shall generally consist of providing services for cutting and trimming grass throughout public areas of the Village.

1. GENERAL

The Village of Twin Oaks, Missouri is participating in the cost of this project.

The Owner reserves the right to add or reduce any quantity of all Contract bid items at the Contract unit price for that item.

2. DRAWINGS

No drawings will be used as a part of this project except for the Exhibits indicating the required areas in which services are to be provided.

3. INSURANCE

The Contractor shall carry and maintain such liability insurance as will protect Contractor and Village from claims under any workman's compensation acts and from any other damages from personal injury, including death, which may be sustained by Contractor's workmen, or any of their servants, agents or employees and the general public, and from claims for property damage which may be sustained by any of them, due to the performance of this contract. Prior to commencing of work, Contractor shall furnish certificates acceptable to the Village that Contractor has in effect, at least, the following insurance:

Commercial General Liability, Products and Completed Operations Insurance with split limits of \$1,000,000/\$1,000,000 personal injury and \$1,000,000 property damage or combined single limits of \$1,000,000.

Automobile Liability Insurance with split limits of \$1,000,000/1,000,000 personal injury and \$1,000,000 property damage limits or combined single limits of \$1,000,000.

Worker's Compensation as per State Statute.

At any time during the pendency of the contract, the Village may request in writing to the Contractor that it be made an additional insured under liability certificates of liability insurance provided and Contractor shall so notify its insurer and furnish said documentation promptly.

4. BID SECURITY

Each Bid shall be accompanied by a certified check or bank draft on a responsible solvent bank or a satisfactory bid bond executed by the BIDDER and a surety company and payable to the OWNER, in an amount of not less than five percent (5%) of the Base Bid. If the BIDDER fails

to enter into a contract with the OWNER ON THE TERMS STATED IN HIS BID, the amount of the Bid Bond shall be forfeited to the OWNER.

The OWNER will have the right to retain the Bid Bond of BIDDERS to whom an award is being considered until either (a) the "Owner-Contractor Agreement" has been executed, (b) the specified time has elapsed so that Bids may be withdrawn, or (c) all Bids have been rejected.

Such cash, check, or bid bond will be returned to all except the three (3) lowest BIDDERS within fifteen (15) days after the opening of the bids; and the remaining cash, checks, or bid bonds will be returned promptly after the OWNER and accepted BIDDER have executed the contract, or, if no award has been made within sixty (60) days after the date of the opening of bids, upon demand of the BIDDER at any time thereafter, so long as he has not been notified of the acceptance of his bid.

5. (INTENTIONALLY REMOVED)

6. (INTENTIONALLY REMOVED)

7. REFERENCE STANDARDS

Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, or laws or regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated. However, no provision of any referenced standard, specification, manual, or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of Owner, CONTRACTOR, or Engineer, or any of their Consultants, agents, or employees from those set forth in the Contract Documents, nor shall it be effective to assign to Engineer, or any of Engineer's Consultants, agents, or employees, any duty or authority to supervise or direct the furnishing or performance of the Work.

8. COORDINATION WITH OTHER CONTRACTORS

There is a possibility that other CONTRACTORS may be working in the vicinity during the construction of this Contract. The CONTRACTOR shall inform himself fully of the conditions relating to construction and labor under which the work will be or is now being performed, and the CONTRACTOR must employ as far as possible such methods and means in carrying out his work as will not cause any interruptions or interference to any other CONTRACTOR.

When necessary for proper prosecution of work, each CONTRACTOR shall permit the other access through the overlapping construction areas and the use of any access or haul roads constructed by others.

9. (INTENTIONALLY REMOVED)

10. RIGHTS-OF-WAY

All services will be performed within the public right-of-way or permanent easements. Easement areas shall not be used for the storage of vehicles, materials or supplies without the approval of the ENGINEER or OWNER.

CONTRACTOR shall provide all necessary barricades, lights and fences while occupying easements to separate and protect owner's property from service activities.

Upon completion of the contract work, the CONTRACTOR shall restore, without additional cost to the OWNER, all damages within the right-of-way or easements to substantially the same conditions as they were at the commencement of the services provided, unless otherwise noted.

11. INSPECTIONS

The CONTRACTOR shall assure that representatives of the OWNER, and Village of Twin Oaks shall have the privilege of inspecting, reviewing or testing work done by the CONTRACTOR on this project.

The OWNER, ENGINEER or other representative of owner, on the following items of work, will generally make inspections and job control visits.

12. (INTENTIONALLY REMOVED)

13. (INTENTIONALLY REMOVED)

14. COORDINATION OF WORK

The CONTRACTOR shall cooperate with and so coordinate his work under this Contract to minimize cross-interference with the following:

1. Local access to abutting property owners.
2. Mail delivery service.

16. CONFLICT WITH PERSONNEL

If a conflict between personnel of the CONTRACTOR and the OWNER escalates to the point that it hinders the progress of the Work and cannot be settled amicably, the CONTRACTOR's personnel involved in the conflict shall be removed from the project.

A personnel conflict shall not give cause for the CONTRACTOR to terminate this Contract nor to pull off employees from active job sites. If the CONTRACTOR withdraws crews, the OWNER may, at its sole discretion, consider the Contract to be terminated under the provisions of Article 15 of the Owner-Contractors Agreement. If the OWNER so determines, notices shall be given as set forth therein.

17. NOTICE TO OWNERS AND AUTHORITIES

CONTRACTOR shall notify owners of adjacent property and utilities when prosecution of the Work may affect them.

When it is necessary to temporarily deny access to property, or when any utility service connection must be interrupted, CONTRACTOR shall give notices sufficiently in advance to enable the affected persons to provide for their needs. Notices shall conform to any applicable local ordinance and, whether delivered orally or in writing, shall include appropriate information concerning the interruption and instructions on how to limit inconvenience caused thereby.

18. CONSTRUCTION AND TRAFFIC CONTROL SIGNS AND BARRICADES

All signs and barricades shall be furnished, installed and maintained by the CONTRACTOR. The CONTRACTOR shall meet all requirements of the FHWA "Manual on Uniform Traffic Control Devices". No traffic switches will be made without the necessary temporary or permanent signage and/or striping in place meeting the requirements of the Standard Specifications and/or the "MUTCD".

19. TESTS AND INSPECTIONS

The CONTRACTOR shall notify the OWNER of the sources of all materials in order that required tests and approval of source materials can be made without delaying the project. The OWNER shall perform its own testing or employ a testing agency to make observations and measure mower cutting height, as identified in these specifications.

20. EMERGENCY PROVISIONS AND INCIDENT MANAGEMENT (DSP-90-11F)

20.1.0 The CONTRACTOR shall have communication equipment in immediate access to other communication systems to request assistance from the police or other emergency agencies for incident management. In case of traffic accidents or the need for police to direct or restore traffic flow through the job site, the CONTRACTOR shall notify police or other emergency agencies immediately as needed. The OWNER'S office shall also be notified when the CONTRACTOR requests emergency assistance.

20.2.0 In addition to the 911 emergency telephone number for ambulance, fire or police services, the following agencies may also be notified for accident or emergency situation within the project limits.

Fire and Ambulance: 911
St. Louis County Police Department: (314) 889-2345

20.2.1 This list is not all inclusive. Notification of the need for wrecker or tow truck services will remain the responsibility of the appropriate police agency.

20.2.2 (INTENTIONALLY REMOVED)

20.3.0 No direct pay will be made to the CONTRACTOR to recover the cost of the communication equipment, labor, materials or time required to fulfill the above provisions.

21. (INTENTIONALLY REMOVED)

22. (INTENTIONALLY REMOVED)

23. HOURS OF WORK

All work is to be accomplished between the hours of 8:00 a.m. and 8:00 pm Monday through Saturday. No work shall be performed on Sunday.

24. PROTECTION DURING SERVICES

During the progress of the work, the CONTRACTOR shall protect all existing and new work from injury or defacement and particular care shall be taken of all finished parts. Any damage occurring to the work from any cause, including any damage caused by others and utilities, shall be properly repaired and/or replaced at the CONTRACTOR'S expense to the satisfaction of the OWNER'S ENGINEER REPRESENTATIVE.

The CONTRACTOR is also responsible for any repair and/or maintenance required throughout the project from Notice to Proceed until final acceptance. These maintenance items or repairs include but are not limited to pothole repair, resurfacing temporary roads, maintenance of utility cuts, mowing, etc.

25. CLEANING UP

The CONTRACTOR shall have all rubbish and debris removed from the premises from time to time as directed by the OWNER'S ENGINEER REPRESENTATIVE. Upon the completion of the work, the premises shall be left in a neat and presentable condition.

26. HAULING OVER STREETS

All streets over which hauling is performed shall be kept reasonably clean of spilled or tracked-on materials at all times and shall be thoroughly cleaned of such materials daily, within one hour after the suspension of hauling operations if said street is used by the traveling public.

The CONTRACTOR will be required to secure from the proper City, Owner, and State authority any permits which may be required to haul over city, Owner or state streets, and any hauling operation shall be subject to the requirements of such permits and to any applicable City, Owner or State regulations and ordinances governing hauling and the movement of equipment over said city, Owner, or state streets. CONTRACTOR is reminded that they must follow posted weight limits for bridges.

27. PROJECT SUBMITTALS AND CLOSEOUT

27.1 Although not an all-inclusive list, the following submittals shall be required by the CONTRACTOR prior to the start of construction:

- | | |
|----------------------------|---------------------------|
| • Bid Guaranty | Submitted: <u>N/A</u> |
| • Contract Agreement | Submitted: <u>2-11-15</u> |
| • Certificate of Insurance | Submitted: <u>2-11-15</u> |

27.2 The following documents are required from the CONTRACTOR to make Final Payment:

- | | |
|--|--------------------------------|
| • Contractor's Certification Regarding
Settlement of Claims (Prime) | Submitted: <u>X</u> |
|--|--------------------------------|

27.3 The CONTRACTOR shall close out the project in the following manner or as otherwise directed by the OWNER ENGINEER:

- Final inspection and approval by the OWNER'S ENGINEER REPRESENTATIVE.
- Any claim from his subcontractors, utilities, or adjacent property owners must be cleared.

JOB SPECIAL PROVISIONS

1. Grass Cutting Height

- a. Right of Way Areas to be cut between 5" and 6" tall.
 - i. This height is measured with cutting equipment placed on a smooth paved surface and represents the measurement between the pavement surface and the cutting blades.
- b. Non-Pedestrian Areas within the Park to be cut between 5" and 6" tall, measured the same as above.
- c. Pedestrian Areas within the Park to be cut between 3" and 3.5" tall, measured the same as above.

2. Grass Cutting Frequency

- a. Grass cutting should be done frequent enough that no more than 1/3 of the grass blade is removed during cutting. (i.e.: If grass cutting height is to be 3", the grass blades should not be allowed to reach a height of 4.5" prior to cutting).
 - i. This could require more than one cutting cycle per week during high-growth rate periods.
 - 1. Cutting more frequently than 1 cycle per week shall be approved by the OWNER, prior to submitting invoices for services that exceed one cycle per week.
 - 2. CONTRACTOR will be paid for the additional cutting cycle.
 - ii. For periods of heat and drought, an omitted cutting cycle may be considered.
 - 1. Omitting a cutting cycle may be suggested by the CONTRACTOR and shall be approved by the OWNER, in order to alleviate the CONTRACTORS obligation for that cycle.
 - 2. OWNER may, at its own discretion, direct CONTRACTOR to omit a cutting cycle for any reason, including relative need.
 - 3. CONTRACTOR will not be paid for omitted cutting cycles, nor cutting cycles performed when directed to omit a cycle by the OWNER.

3. Mower and Equipment Maintenance

- a. Mower Blades should be sharpened regularly in order to cut grass blades cleanly
 - i. Uneven cutting results will require rework by the CONTRACTOR in order to consider the cutting cycle completed
- b. Equipment Maintenance and Fueling
 - i. Any leaking fluids from equipment shall be cleaned up immediately by CONTRACTOR.
 - ii. Damaged grass or other vegetation due to leaking equipment fluids will be remedied by the CONTRACTOR to the satisfaction of the OWNER.

4. Cutting Direction and Rutting

- a. CONTRACTOR shall alternate the direction of travel for cutting equipment for each cutting cycle. The direction of travel shall not be repeated within 3 subsequent cutting cycles.

- i. Photographic evidence may be used for inspection of CONTRACTOR default on this item and could require rework by the CONTRACTOR in order to consider the cutting cycle complete.
- b. CONTRACTOR shall not drive wheeled equipment on areas where erosion and tire wear is already evident. CONTRACTOR shall keep wheeled equipment a minimum of 3' away for these areas and mow or trim these areas with small equipment.
- c. CONTRACTOR shall not cause rutting or other damage due to operating equipment in overly saturated or wet areas. Damage caused by the CONTRACTOR will be repaired as provided for in these bid documents.

EXHIBITS FOR CUTTING AREAS

Exhibit 1
Pedestrian Areas (3"-3.5")

Exhibit 2
Non-Pedestrian Areas (5"-6")

Exhibit 3
Non-Pedestrian Area (3"-3.5")

Exhibit 1 - add1

Pedestrian Mowing
Areas - grass to be
3-3.5" tall

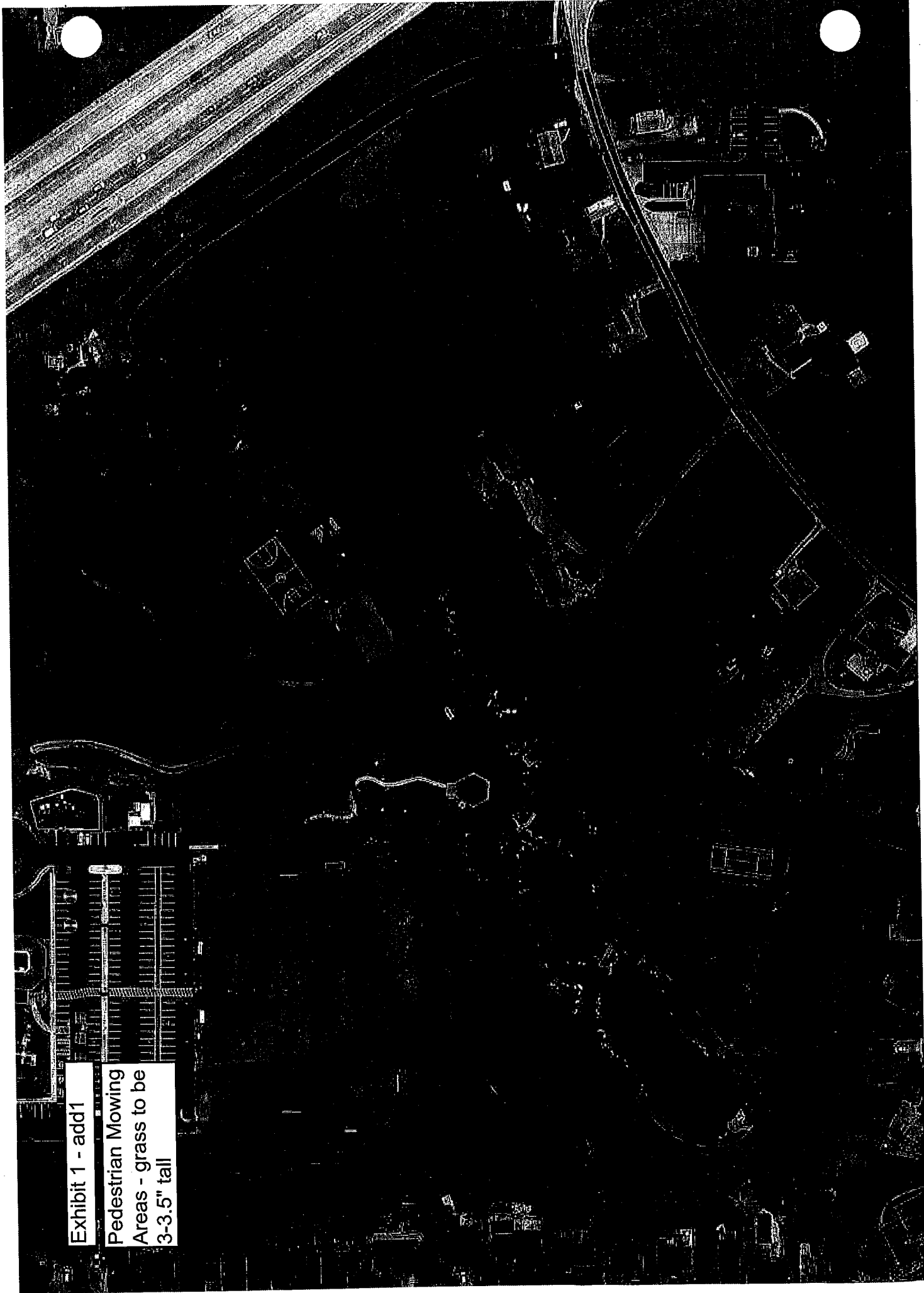


Exhibit 2 - add1

NORTH

Non - Pedestrian
Areas to be mowed
no lower than 5"

Google

Exhibit 3

Grass in these
areas to be mowed
at 3-3.5" (not in
mulched planting
areas)

