

BILL NO. 503

ORDINANCE NO. 483

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

**AN ORDINANCE APPROVING A PROFESSIONAL SERVICES
AGREEMENT BETWEEN THE VILLAGE OF TWIN OAKS AND
MICHAEL HARVEY D/B/A HARVEY'S SERVICES INC.**

WHEREAS, in February, the Village of Twin Oaks sent out a Request for Bids to provide Grass Mowing Services on various Village properties; and

WHEREAS, based on the review of submitted proposals, staff has recommended contracting with Michael Harvey, d/b/a Harvey's Services Inc. ("Harvey"); and


WHEREAS, after review of the bid submittals, the Board of Trustees found Harvey submitted the lowest, best, and most responsive bid that meets the Village's needs for Grass Mowing Services; and

**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 Board of Trustees hereby approves, and the Chairman is hereby authorized to execute, a contract on behalf of the Village of Twin Oaks with Michael Harvey, a sole proprietor doing business as Harvey's Services Inc., for grass mowing services. The agreement shall be in substantially the form of the contract marked "Exhibit 1" attached hereto and incorporated herein and made a part of this Ordinance as if set forth in fully herein.

Section 2. This ordinance having been read by title or in full two times prior to passage, shall be in full force and effect from and after its passage and after being duly signed by the Chairman of the Board of Trustees and attested by the Village Clerk.

PASSED and APPROVED this 2nd day of March, 2016.


Ray Slama, Chairman
Board of Trustees

ATTEST:


Kathy A. Runge
Administrator/Clerk

First Reading: _____

Second Reading: _____

Exhibit 1
Village of Twin Oaks, Missouri
CONTRACTOR/PROFESSIONAL SERVICES CONTRACT

Village of Twin Oaks, Missouri
CONTRACTOR/PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT, made and effective as of March 2, 2016, by and between the **Village of Twin Oaks**, a Missouri municipal corporation, hereinafter referred to as Village, and Michael Harvey d/b/a Harvey's Services Inc., 224 Robin Hill Lane, Ballwin, MO 63201, hereinafter referred to as "CONTRACTOR,"

WITNESSETH: That the parties hereto, for the considerations hereinafter set forth, agree as follows:

I. SCOPE OF SERVICES

Contractor services are necessary for the following Project of Village: **Grass Mowing services.**

Except as expressly specified herein, Contractor hereby agrees to provide all of the supervision, labor, technical services, facilities, materials, tools, equipment, and apparatus, and to perform all the services and do all the things necessary for the proper completion of the Grass Mowing project which are particularly described as grass moving services to various Village properties and as more specifically set forth in the attached **Exhibit A** incorporated herein.

The above services (hereinafter referred to as the Work) shall be provided by the Contractor in accordance with all the provisions of the Contract and attached **Village of Twin Oaks Contractor/Professional Services Agreement General Conditions** for the project that are incorporated herein by reference, and which terms shall prevail over any conflicting terms that may otherwise be adopted herein as part of any exhibit.

II. COMPENSATION

A. Basic Compensation. The Village hereby agrees to pay the Contractor, as full compensation for the complete and satisfactory performance of the contract, and all expenses and costs related thereto:

☒ a sum not to exceed \$27,753.50.

or (if above box is not checked):

☐ such amount as is set forth on an attached Exhibit A that is incorporated herein and subject to any such limits as established therein and in approving authorization.

B. Additional Compensation. Any cost not specifically allowed the Contractor pursuant to this paragraph B dealing with additional compensation is included in Basic Compensation. If Village directs in writing additional services not included in this Agreement, Contractor shall be paid as follows:

As approved in writing by the Board of Trustees.

III. TIME AND MANNER OF PAYMENTS

All invoices complete with necessary support documentation shall be submitted electronically to the Village Hall (Kathy Runge - krunge@villageoftwinoaks.org) and payment shall be made by Village in a lump sum within thirty (30) days of receipt of an invoice received after satisfactory performance of the Work for the fees, prices, rates or schedule of values set forth above.

IV. CONTRACT SCHEDULE

This contract is for a term of Calendar Year 2016. For the Initial Term, unless additional properties are added under by a mutually executed writing of by both parties with costs as stated in the attached Exhibit A, the following properties shall be mowed in accordance with the terms and specifications with costs as stated in the attached Exhibit A:

The Village may exercise each of its renewal options, to renew the agreement under the same terms and conditions and with costs as stated in the attached Exhibit A, by motion, duly made, seconded, and approved by the Board of Trustees at least thirty (30) days before expiration of the then current term. For each such renewal option exercised by the Village, the Village shall provide Contractor a list in writing of the properties described on the attached Exhibit A upon which the Village desires Contractor to perform such grass moving services during such Renewal Term. Contractor shall then be responsible during such Renewal Term for providing such mowing services under the same terms and conditions herein and with costs for such Renewal Term as stated in Exhibit A for such property identified by the Village and submitted to Contractor. Failure of the Village to exercise such renewal options shall result in the contract expiring at the end of the then current term.

At any time, by mutual, written agreement, the Village may require Contractor to perform mowing services on additional properties listed on Exhibit A, in accordance with the terms and specifications and with costs stated in Exhibit A, or the Village may at any time reduce the number of properties that are listed on Exhibit A from Contractor's scope of services by written notice to Contractor.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the effective date of Contract first above written.

VILLAGE OF TWIN OAKS, MISSOURI

MICHAEL HARVEY

DATED: _____

By: _____
Chairman

DATED: _____

ATTEST:

**VILLAGE OF TWIN OAKS
CONTRACTOR/PROFESSIONAL SERVICES AGREEMENT
GENERAL CONDITIONS**

Independent Contractor. The Contractor shall be and operate as an independent Contractor in the performance of this Contract. The Contractor shall have complete charge of the personnel engaged in the performance of the Work, and all persons employed by the Contractor shall be employees of said Contractor and not employees of the Village in any respect.

Compliance with Laws. The Contractor shall comply with all applicable Village ordinances and other laws and regulations, Federal, State, and any political subdivision thereof, including but not limited to, Title VI, unemployment and workers' compensation, occupational safety, equal employment and affirmative action and wage and price laws insofar as applicable to the performance of the Contract. If applicable, the provisions and requirements of section 290.250 R.S.Mo. shall apply and are incorporated herein. In the event of a conflict between laws, codes and regulations of various governmental entities having jurisdiction over the Work, the Contractor shall notify the Village of the nature and impact of such conflict. The Village agrees to cooperate with the Contractor in an effort to resolve any such conflict.

Subcontracts. The Contractor shall not subcontract any of the Work to be performed by it hereunder without the express written consent of the Village. In addition, this Contract shall not be assigned by the Contractor.

Indemnification. To the fullest extent permitted by law, the Contractor agrees to defend with counsel selected by the Village, and indemnify and hold harmless the Village, its officers, engineers, representatives, agents and employees from and against any and all liabilities, damages, losses, claims or suits, including costs and attorneys' fees, for or on account of any kind of injury to person, bodily or otherwise, or death, or damage to or destruction of property, or any other circumstances, sustained by the Village or others, arising from breach of the Contract or out of services and operations negligently performed hereunder by the Contractor, or claims relating thereto, and including but not limited to the Village's reliance on or use of the services or products provided by the Contractor under the terms of this agreement. The Contractor shall not be liable for any loss or damage attributable solely to the negligence of the Village. To the extent required by law to enforce this provision, Contractor agrees that this indemnification requires Contractor to obtain insurance in amounts specified herein and that Contractor has had the opportunity to recover the costs of such insurance in the Compensation set forth in this Agreement.

Insurance. Contractor shall furnish the Village the certificates of insurance for workers' compensation, public liability, and property damage, including automobile coverage in the amounts specified by the Village in the request for proposals, if any, otherwise in the amounts stated on **Exhibit A**, if any, but in no event less than the maximum amounts of liability set forth in Chapter 537.610 RSMo. applicable to political subdivisions unless otherwise agreed by the Village. The policies of insurance shall be in such form and shall be issued by such company or companies as may be satisfactory to the Village. In addition to the foregoing, the Contractor shall maintain Professional Liability "errors and omissions" insurance in the form for the coverages satisfactory to Village as indicated in the request for proposals, if any, otherwise as stated on attached **Exhibit A**, if any, but in no event less than the maximum amounts of liability set forth in Chapter 537.610 RSMo. applicable to political subdivisions. The Village, and such additional persons and entities as may be deemed to have an exposure to liability as a result of the performance of the Contractor's work, as determined by the Village, shall be named as additional insured with duty of defense on all insurance policies required hereunder. The Village and Contractor waive all rights against each other for damages caused by fire or other perils to the extent covered by Builder's Risk or any other property insurance, except such rights as they may have to the proceeds of such insurance; provided that nothing herein shall be deemed to permit a cause of action against the Village for damages or be deemed a waiver of the Village's sovereign immunity relative to any claim against the Village.

Nondisclosure. The Contractor agrees that it will not divulge to third parties without the written consent of the Village any information obtained from or through the Village in connection with the performance of this Contract. Nothing herein shall preclude disclosure of information by the Village.

Changes. No change in this Contract shall be made except in writing prior to the change in work or terms being performed. The Contractor shall make any and all changes in the Work without invalidating this Contract when specifically ordered to do so in writing by the Village. Contractor, prior to the commencement of such changed or revised work, shall submit promptly to the Village, a written cost or credit proposal for such revised Work. If the Village and Contractor shall not be able to agree as to the amount, either in consideration of time or money to be allowed or deducted, it shall nevertheless be the duty of Contractor, upon written notice from the Village, to immediately proceed with such alteration or change, and Contractor shall be compensated the reasonable value of such Work. **No work or change shall be undertaken or compensated for without prior written authorization from the**

Village.

Termination. The Village shall have the right to terminate the Contract at any time for any reason by giving the Contractor written notice to such effect. The Village shall pay to the Contractor in full satisfaction and discharge of all amounts owing to the Contractor under the Contract an amount equal to the cost of all Work performed by the Contractor up to such termination date, less all amounts previously paid to the Contractor on account of the Contract Price. The Contractor shall submit to the Village its statement for the aforesaid amount, in such reasonable detail as the Village shall request, within thirty (30) days after such date of termination. The Village shall not be liable to the Contractor for any damages on account of such termination for loss of anticipated future profits with respect to the remainder of the Work.

Multi-year contracts; Non-appropriation. Notwithstanding any provision herein to the contrary, the Village is obligated only to make the payments set forth in the attached contract as may lawfully be made from funds budgeted and appropriated for that purpose during the Village's then current fiscal year at the discretion of the Village. If no funds are appropriated or otherwise made legally available to make the required payments for this Agreement during the next occurring fiscal year (an "Event of Nonappropriation"), this Agreement will terminate at the end of the then current fiscal year as if terminated expressly. The failure or inability of the Village to appropriate funds for this Agreement in any subsequent fiscal year shall not be deemed a breach of this Agreement by any party. If applicable, this Agreement may be annually renewed at each fiscal year by inclusion of specific appropriation for this Agreement, from year to year not to exceed the maximum renewal period or term as set forth in the Agreement.

Accounting. During the period of this Contract, the Contractor shall maintain books of accounts of its expenses and charges in connection with this Contract in accordance with generally accepted accounting principles and practices. The Village shall at reasonable times have access to these books and accounts to the extent required to verify all invoices submitted hereunder by the Contractor.

Other Contractors. The Village reserves the right to employ other Contractors in connection with the Work.

Request for Proposals. If the Village issued a request for proposals in connection with the Work, such request for proposals and the proposal of the Contractor in response thereto are incorporated herein by reference and made a part of this Contract. In case of any conflicts between the request for proposals and the executed Contractor/Services Contract or proposal of the Contractor, the requirements of the Village's Request for Proposal and this executed Contractor/Professional Services Contract shall control and supersede unless a change thereto is specifically stated in this Contract (including **Exhibit A**, "Scope of Work").

Project Records and Work Product. The Contractor shall provide the Village with copies of all documents pertinent to the Work which shall include, without limitation, reports, correspondence, meeting minutes, and originals of all deliverables. The Village shall own all right, title and interest, including without limitations, all copyrights and intellectual property rights, to all documents and Work Product of the Contractor created in performance of or relating to this Contract. Contractor agrees to take all steps reasonably requested by the Village to evidence, maintain, and defend the Village's ownership rights in the Work Product.

Site Operations. Where appropriate, the Village will arrange for right of entry to any property at the request of the Contractor for the purpose of performing studies, tests and evaluations in connection with the Work.

Personnel. The Work shall be performed exclusively by the personnel of the Contractor identified in the Contractor's proposal and no other personnel of the Contractor shall perform any of the Work without the express written approval of the Village.

Compliance with State Immigration Statutes. As a condition for the award of this Agreement, the Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the Work. The Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the Work. Such affidavits shall be in substantially the form provided in **Exhibit B**. The Contractor shall not be required to provide these affidavits to the Village if such affidavits have been previously provided to the Village within the past year. All words in this paragraph shall have the definitions as provided in Section 285.525 R.S.Mo.

Pursuant to Section 208.009 R.S.Mo., the Contractor shall provide at the earlier of submission of any bid or execution of any agreement affirmative proof that the Applicant for the Contractor is a citizen or a permanent resident of the United States or is lawfully present in the United States. The Applicant for the Contractor (or "Applicant") shall be the person authorized to prepare, submit and sign contract documents on behalf of the Contractor and shall be eighteen years of age or older. Such affirmative proof shall include documentary evidence recognized by the Missouri Department of Revenue when processing an application for a driver's

license, a Missouri driver's license, as well as any document issued by the federal government that confirms an alien's lawful presence in the United States.

An Applicant who cannot provide the proof required under Section 208.009 R.S.Mo. at the time of submission of any bid may alternatively sign an affidavit under oath, attesting to either United States citizenship or classification by the United States as an alien lawfully admitted for permanent residence. The affidavit shall be on or consistent with forms prepared by the Village, which shall be available from the Village Clerk if needed. Any Applicant who signed an above-described affidavit must provide proof of lawful presence within the time provided in Subsection 208.009.5 R.S.Mo. for temporary public benefits and failure to provide such proof within such time may result in the Village rescinding and voiding any Contract awarded to the Contractor.

Representations. Contractor agrees that it has not relied on any representations or warranties of the Village, oral or written, other than expressly identified in this Contract. The parties agree the Contract represents the entire agreement between the parties.

Governing/Choice of Law. This Agreement shall be governed by and construed and interpreted in accordance with the internal laws of the State of Missouri, without regard to its principles of conflict of laws.

Counterparts. This Agreement may be executed in one or more counterparts each of which shall be deemed an original and all of which shall constitute one and the same agreement.

Exhibit A
Scope of Services (attach full Harvey Bid Response)

AWARD OF CONTRACT

OWNER reserves the right to reject any or all Bids, including without limitation, the rights to reject any or all nonconforming, non-responsive, unbalanced, or conditional Bids. OWNER further reserves the right to reject the Bid of any BIDDER whom it finds, after reasonable inquiry and evaluation, to be non-responsive. OWNER may also reject the Bid of any BIDDER if OWNER believes that it would not be in the best interest of the Project to make an award to that BIDDER. OWNER also reserves the right to waive all informalities not involving price, time, or changes in the Work, and to negotiate contract terms with the Successful BIDDER.

PROPOSAL

The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

Communications concerning this Bid shall be sent to BIDDER at the following address:

MIKE HARVEY / HARVEY'S SERVICES INC.

224 ROBIN HILL LANE

BALLWIN, MO. 63021 314-450-0960

e-mail: HARVEY5081@SBCGLOBAL.NET

BIDDER accepts all of the terms and conditions of the "Notice to Bidders" and the "Instructions to Bidders". This Bid will remain subject to acceptance 60 days after the day of Bid opening, or for such longer period of time that BIDDER may agree to in writing upon request of OWNER.

In submitting this Bid, BIDDER represents that:

1. BIDDER has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents and the following Addenda receipt of all which is hereby acknowledged.

| | | | |
|-----|-----------------------------|-------|-----------------------------|
| No. | <u>NONE</u> | Dated | <u>—</u> |
| No. | <u> </u> | Dated | <u> </u> |
| No. | <u> </u> | Dated | <u> </u> |

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

3. BIDDER is familiar with and is satisfied as to all Federal, State, and Local Laws and Regulations that may affect cost, progress, and performance of the Work.

4. BIDDER has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by BIDDER, including applying the specific means, methods, techniques, sequences, and procedures of construction required by the Bidding Documents to be employed by BIDDER, and safety precautions and programs incident thereto.

5. BIDDER does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid or performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

6. BIDDER has given ENGINEER or OWNER written notice of all conflicts, errors, ambiguities, or discrepancies that BIDDER has discovered in the Bidding Documents, and the written resolution thereof by ENGINEER is acceptable to BIDDER.

7. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

8. BIDDER further represents that this Bid is genuine and is not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any individual or entity to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER. Moreover BIDDER has completed and submitted with his bid an Anti-Collusion Affidavit.

9. The CONTRACTOR shall commence services upon written notice from the Owner to begin work and shall fully complete all work under this contract as set forth in the "Job Special Provisions", the rate of progress and the time of completion being essential conditions of this contract.

10. All estimated quantities stipulated in the Bid Form are approximate and are to be used only (a) as a basis for estimating the value of the Work for making partial payments, (b) for computing the cost of change orders and (c) for the purpose of comparing the bids submitted for the Work.

11. BIDDER will complete the Work for the following unit prices. BIDDER acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and that final payment for all Unit Price Bid items will be based on quantities provided, determined as provided in the Contract Documents.

CONTRACT PRICE.

(Bid prices should be cost for mowing/trimming services for each cycle of work performed – it is estimated that non-pedestrian areas of exhibit 2 will be mowed every other week.)

| 2016 Mowing and Trimming Services Bid Form | | | | | |
|---|----------------------------------|-----------|----------|------------|-----------|
| Item No. | Description | Units | Quantity | Unit Price | Extension |
| 1 | Pedestrian Areas (Exhibit 1) | Per Cycle | 35 | 248.50 | 8697.50 |
| 2 | Non-Pedestrian Areas (Exhibit 2) | Per Cycle | 17 | 930.50 | 15818.50 |
| 3 | Non-Pedestrian Areas (Exhibit 3) | Per Cycle | 35 | 92.50 | 3237.50 |
| 4 | | | | | |
| 5 | | | | | |
| 6 | | | | | |

Project: 2016 Mowing/Trimming Svcs Base Bid (Numbers) \$ 27753.50

Project: 2016 Mowing/Trimming Svcs (Written) TWENTY SEVEN THOUSAND
SEVEN HUNDRED FIFTY THREE DOLLARS AND 50/100

SIGNATURE OF BIDDER

If an Individual

By _____
(signature of individual)

doing business as _____

Business address _____

Phone No. _____

Date _____

If a Partnership

By _____
(firm name)

(signature of general partner)

Business address _____

Phone No. _____

Date _____

If a Corporation

By HARVEY'S SERVICES INC.
(corporation name)

By Mike Harvey / MIKE HARVEY
(signature of authorized person)
PRESIDENT
(title)

Business address 224 ROBIN HILL LN.
BALLWIN, MO. 63021

Phone No. 314-450-0960

Date 2-22-16

If a Joint Venture (Other party must sign below.)

If an Individual

By _____
(signature of individual)

doing business as _____

Business address _____

Phone No. _____

Date _____

LIST OF RESOURCES AND REFERENCES

Proposed On-Site Superintendent

MIKE HARVEY / JON HARVEY / JOHN JENSEN

Proposed Equipment to be used: (All equipment listed shall be readily available to be used on this project on an as needed basis.)

| Type | Make and Model | Age | Quantity | Owned/ Rented |
|----------|----------------------------|------|----------|------------------|
| TRUCK | FORD/F150 | 2007 | 1 | OWNED |
| TRUCK | CHEVY/SILVERADO | 1999 | 1 | OWNED |
| TRUCK | CHEVY/SILVERADO | 1991 | 1 | OWNED |
| MOWER | JOHN DEERE 38" WALK BEHIND | 1997 | 1 | OWNED |
| MOWER | EXMARK 60" WALK BEHIND | 2002 | 1 | OWNED |
| MOWER | DIXIE CHOPPER 60" RIDER | 2006 | 1 | OWNED |
| MOWER | EXMARK 52" WALK BEHIND | 2004 | 1 | OWNED |
| MOWER | FERRIS 52" WALK BEHIND | 1998 | 1 | OWNED |
| TRIMMERS | 3-REDMAX | 2014 | 3 | OWNED |
| BLOWERS | 3-REDMAX | 2015 | 3 | OWNED |

Attach references for similar work in the last 2 years.

BROOKHILL SUBDIVISION - ASSOCIATION
 HICKORY MANOR SUBDIVISION - ASSOCIATION
 OLD GROVER SUBDIVISION - ASSOCIATION
 WINDRUSH SUBDIVISION - ASSOCIATION
 COUNTRY HILL SUBDIVISION - ASSOCIATION
 BAYWOOD REALITY - COMMERCIAL PROPERTIES

LIST OF PROPOSED SUBCONTRACTORS AND SUPPLIERS
(Subcontracting Not Permitted for this Bid)

The proprietary names and the suppliers of principal items or systems of materials and equipment proposed for the Work:

Names of the Subcontractors or other persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work, and the type of work to be performed:

(All remaining work will be done by the BIDDER with his own forces.)

ANTI-COLLUSION AFFIDAVIT

STATE OF MISSOURI,

OWNER OF HARVEY'S SERVICES INC.

MICHAEL H. HARVEY, being first duly sworn, deposes and says that he is (sole owner, partner, president, secretary, etc.) of HARVEY'S SERVICES INC., the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said BIDDER has not directly or indirectly induced or solicited any other BIDDER to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any BIDDER or anyone else to put in a sham bid, or that any one shall refrain from bidding; that said BIDDER has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said BIDDER or of any other BIDDER, or to fix any overhead, profit or cost element of such bid price, or of that of any other BIDDER, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in such bid are true, and, further, that said BIDDER has not, directly or indirectly, submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said BIDDER in his general business.

SIGNED: Michael H. Harvey

Title: PRESIDENT

Subscribed and sworn to before me this _____ day of _____, 20____.

Seal of Notary

Notary Public _____

In completing this form the title that is not applicable should be struck out. For example, if the CONTRACTOR is a corporation and this form is to be executed by its president, the words "Sole owner, a partner, secretary, etc." should be stricken.

**Village of Twin Oaks, Missouri
CONTRACTOR/PROFESSIONAL SERVICES CONTRACT**

THIS AGREEMENT, made and effective as of _____, 2018, by and between the **Village of Twin Oaks**, a Missouri municipal corporation, hereinafter referred to as **Village**, and _____, located at _____ 63 _____ hereinafter referred to as "**CONTRACTOR**,"

WITNESSETH: That the parties hereto, for the considerations hereinafter set forth, agree as follows:

I. SCOPE OF SERVICES

Contractor services are necessary for the following Project of Village: **2016 Grass Cutting/Trimming Services.**

Except as expressly specified herein, Contractor hereby agrees to provide all of the supervision, labor, technical services, facilities, materials, tools, equipment, and apparatus, and to perform all the services and do all the things necessary for the proper completion of the Grass Mowing project which are particularly described as grass moving services to various Village properties and as more specifically set forth in the attached Exhibit A incorporated herein.

The above services (hereinafter referred to as the Work) shall be provided by the Contractor in accordance with all the provisions of the Contract and attached **Village of Twin Oaks Contractor/Professional Services Agreement General Conditions** for the project that are incorporated herein by reference, and which terms shall prevail over any conflicting terms that may otherwise be adopted herein as part of any exhibit.

II. COMPENSATION

A. Basic Compensation. The Village hereby agrees to pay the Contractor, as full compensation for the complete and satisfactory performance of the contract, and all expenses and costs related thereto:

☐ a sum not to exceed _____.

or (if above box is not checked):

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B. Additional Compensation. Any cost not specifically allowed the Contractor pursuant to this paragraph B dealing with additional compensation is included in Basic Compensation. If Village directs in writing additional services not included in this Agreement, Contractor shall be paid as follows:

As approved in writing by the Board of Trustees.

III. TIME AND MANNER OF PAYMENTS

All invoices complete with necessary support documentation shall be submitted electronically to the Village Hall (Kathy Runge - krunge@villageoftwinoaks.org) and payment shall be made by Village in a lump sum within thirty (30) days of receipt of an invoice received after satisfactory performance of the Work for the fees, prices, rates or schedule of values set forth above.

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At any time, by mutual, written agreement, the Village may require Contractor to perform mowing services on additional properties listed on Exhibit A, in accordance with the terms and specifications and with costs stated in Exhibit A, or the Village may at any time reduce the number of properties that are listed on Exhibit A from Contractor's scope of services by written notice to Contractor.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the effective date of Contract first above written.

CONTRACTOR

VILLAGE OF TWIN OAKS, MISSOURI

By: _____

By: _____

Title: _____

DATED: _____

DATED: _____

ATTEST: _____

**VILLAGE OF TWIN OAKS
CONTRACTOR/PROFESSIONAL SERVICES AGREEMENT
GENERAL CONDITIONS**

Independent Contractor. The Contractor shall be and operate as an Independent Contractor in the performance of this Contract. The Contractor shall have complete charge of the personnel engaged in the performance of the Work, and all persons employed by the Contractor shall be employees of said Contractor and not employees of the Village in any respect.

Compliance with Laws. The Contractor shall comply with all applicable Village ordinances and other laws and regulations, Federal, State, and any political subdivision thereof, including but not limited to, Title VI, unemployment and workers' compensation, occupational safety, equal employment and affirmative action and wage and price laws insofar as applicable to the performance of the Contract. If applicable, the provisions and requirements of section 290.250 R.S.Mo. shall apply and are

incorporated herein. In the event of a conflict between laws, codes and regulations of various governmental entities having jurisdiction over the Work, the Contractor shall notify the Village of the nature and impact of such conflict. The Village agrees to cooperate with the Contractor in an effort to resolve any such conflict.

Subcontracts. The Contractor shall not subcontract any of the Work to be performed by it hereunder without the express written consent of the Village. In addition, this Contract shall not be assigned by the Contractor.

Indemnification. To the fullest extent permitted by law, the Contractor agrees to defend with counsel selected by the Village, and indemnify and hold harmless the Village, its officers, engineers, representatives, agents and employees from and against any and all liabilities, damages, losses, claims or suits, including costs and attorneys' fees, for or on account of any kind of injury to person, bodily or otherwise, or death, or damage to or destruction of property, or any other circumstances, sustained by the Village or others, arising from breach of the Contract or out of services and operations negligently performed hereunder by the Contractor, or claims relating thereto, and including but not limited to the Village's reliance on or use of the services or products provided by the Contractor under the terms of this agreement. The Contractor shall not be liable for any loss or damage attributable solely to the negligence of the Village. To the extent required by law to enforce this provision, Contractor agrees that this indemnification requires Contractor to obtain insurance in amounts specified herein and that Contractor has had the opportunity to recover the costs of such insurance in the Compensation set forth in this Agreement.

Insurance. Contractor shall furnish the Village the certificates of insurance for workers' compensation, public liability, and property damage, including automobile coverage in the amounts specified by the Village in the request for proposals, if any, otherwise in the amounts stated on Exhibit A. If any, but in no event less than the maximum amounts of liability set forth in Chapter 537.610 RSMo. applicable to political subdivisions unless otherwise agreed by the Village. The policies of insurance shall be in such form and shall be issued by such company or companies as may be satisfactory to the Village. In addition to the foregoing, the Contractor shall maintain Professional Liability "errors and omissions" insurance in the form for the coverages satisfactory to Village as indicated in the request for proposals, if any, otherwise as stated on attached Exhibit A, if any, but in no event less than the maximum amounts of liability set forth in Chapter 537.610 RSMo. applicable to political subdivisions. The Village, and such additional persons and entities as may be deemed to have an exposure to liability as a result of the performance of the Contractor's work, as determined by the Village, shall be named as additional insured with duty of defense on all insurance policies required hereunder. The Village and Contractor waive all rights against each other for damages caused by fire or other perils to the extent covered by Builder's Risk or any other property insurance, except such rights as they may have to the proceeds of such insurance; provided that nothing herein shall be deemed to permit a cause of action against the Village for damages or be deemed a waiver of the Village's sovereign immunity relative to any claim against the Village.

Nondisclosure. The Contractor agrees that it will not divulge to third parties without the written consent of the Village any information obtained from or through the Village in connection with the performance of this Contract. Nothing herein shall preclude disclosure of information by the Village.

Changes. No change in this Contract shall be made except in writing prior to the change in work or terms being performed. The Contractor shall make any and all changes in the Work without invalidating this Contract when specifically ordered to do so in writing by the Village. Contractor, prior to the commencement of such changed or revised work, shall submit promptly to the Village, a written cost or credit proposal for such revised Work. If the Village and Contractor shall not be able to agree as to the amount, either in consideration of time or money to be allowed or deducted, it shall nevertheless be the duty of Contractor, upon written notice from the Village, to immediately proceed with such alteration or change, and Contractor shall be compensated the reasonable value of such Work. No work or change shall be undertaken or compensated for without prior written authorization from the Village.

Termination. The Village shall have the right to terminate the Contract at any time for any reason by giving the Contractor written notice to such effect. The Village shall pay to the Contractor in full satisfaction and discharge of all amounts owing to the Contractor under the Contract an amount equal to the cost of all Work performed by the Contractor up to such termination date, less all amounts previously paid to the Contractor on account of the Contract Price. The Contractor shall submit to the Village its statement for the aforesaid amount, in such reasonable detail as the Village shall request, within thirty (30) days after such date of termination. The Village shall not be liable to the Contractor for any damages on account of such termination for loss of anticipated future profits with respect to the remainder of the Work.

Multi-year contracts; Non-appropriation. Notwithstanding any provision herein to the contrary, the Village is obligated only to make the payments set forth in the attached contract as may lawfully be made from funds budgeted and appropriated for that purpose during the Village's then current fiscal year at the discretion of the Village. If no funds are appropriated or otherwise

made legally available to make the required payments for this Agreement during the next occurring fiscal year (an "Event of Nonappropriation"), this Agreement will terminate at the end of the then current fiscal year as if terminated expressly. The failure or inability of the Village to appropriate funds for this Agreement in any subsequent fiscal year shall not be deemed a breach of this Agreement by any party. If applicable, this Agreement may be annually renewed at each fiscal year by inclusion of specific appropriation for this Agreement, from year to year not to exceed the maximum renewal period or term as set forth in the Agreement.

Accounting. During the period of this Contract, the Contractor shall maintain books of accounts of its expenses and charges in connection with this Contract in accordance with generally accepted accounting principles and practices. The Village shall at reasonable times have access to these books and accounts to the extent required to verify all invoices submitted hereunder by the Contractor.

Other Contractors. The Village reserves the right to employ other Contractors in connection with the Work.

Request for Proposals. If the Village issued a request for proposals in connection with the Work, such request for proposals and the proposal of the Contractor in response thereto are incorporated herein by reference and made a part of this Contract. In case of any conflicts between the request for proposals and the executed Contractor/Services Contract or proposal of the Contractor, the requirements of the Village's Request for Proposal and this executed Contractor/Professional Services Contract shall control and supersede unless a change thereto is specifically stated in this Contract (including Exhibit A, "Scope of Work").

Project Records and Work Product. The Contractor shall provide the Village with copies of all documents pertinent to the Work which shall include, without limitation, reports, correspondence, meeting minutes, and originals of all deliverables. The Village shall own all right, title and interest, including without limitations, all copyrights and intellectual property rights, to all documents and Work Product of the Contractor created in performance of or relating to this Contract. Contractor agrees to take all steps reasonably requested by the Village to evidence, maintain, and defend the Village's ownership rights in the Work Product.

Site Operations. Where appropriate, the Village will arrange for right of entry to any property at the request of the Contractor for the purpose of performing studies, tests and evaluations in connection with the Work.

Personnel. The Work shall be performed exclusively by the personnel of the Contractor identified in the Contractor's proposal and no other personnel of the Contractor shall perform any of the Work without the express written approval of the Village.

Compliance with State Immigration Statutes. As a condition for the award of this Agreement, the Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the Work. The Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the Work. Such affidavits shall be in substantially the form provided in Exhibit B. The Contractor shall not be required to provide these affidavits to the Village if such affidavits have been previously provided to the Village within the past year. All words in this paragraph shall have the definitions as provided in Section 285.525 R.S.Mo.

Pursuant to Section 208.009 R.S.Mo., the Contractor shall provide at the earlier of submission of any bid or execution of any agreement affirmative proof that the Applicant for the Contractor is a citizen or a permanent resident of the United States or is lawfully present in the United States. The Applicant for the Contractor (or "Applicant") shall be the person authorized to prepare, submit and sign contract documents on behalf of the Contractor and shall be eighteen years of age or older. Such affirmative proof shall include documentary evidence recognized by the Missouri Department of Revenue when processing an application for a driver's license, a Missouri driver's license, as well as any document issued by the federal government that confirms an alien's lawful presence in the United States.

An Applicant who cannot provide the proof required under Section 208.009 R.S.Mo. at the time of submission of any bid may alternatively sign an affidavit under oath, attesting to either United States citizenship or classification by the United States as an alien lawfully admitted for permanent residence. The affidavit shall be on or consistent with forms prepared by the Village, which shall be available from the Village Clerk if needed. Any Applicant who signed an above-described affidavit must provide proof of lawful presence within the time provided in Subsection 208.009.5 R.S.Mo. for temporary public benefits and failure to provide such proof within such time may result in the Village rescinding and voiding any Contract awarded to the Contractor.

Representations. Contractor agrees that it has not relied on any representations or warranties of the Village, oral or written, other than expressly identified in this Contract. The parties agree the Contract represents the entire agreement between the parties.

Governing/Choice of Law. This Agreement shall be governed by and construed and interpreted in accordance with the internal laws of the State of Missouri, without regard to its principles of conflict of laws.

Counterparts. This Agreement may be executed in one or more counterparts each of which shall be deemed an original and all of which shall constitute one and the same agreement.

Exhibit A

Scope of Services

SUMMARY OF WORK – 2016 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 purchase and maintain in full force and affect the following insurance coverage with an insurance carrier acceptable to the Village:

The policy shall be endorsed to cover the contractual liability of the Contractor under the General Conditions.

The Contractor shall procure and maintain during the life of this Agreement insurance of the types and minimum amounts as follows:

| Insurance Type | Amount |
|-----------------------|---------------|
|-----------------------|---------------|

| | |
|-------------------------------|--|
| Worker's Compensation: | |
|-------------------------------|--|

| | |
|--|--|
| In compliance with statutory requirements of Federal and State of Missouri | |
|--|--|

| | |
|---|--|
| Comprehensive General Liability: | |
|---|--|

| | |
|-------------------------|--|
| \$1,000,000 each person | |
|-------------------------|--|

| | |
|-----------------------------|--|
| \$2,000,000 each occurrence | |
|-----------------------------|--|

| | |
|--|--|
| Comprehensive Automobile Liability: | |
|--|--|

| | |
|-------------------------|--|
| \$1,000,000 each person | |
|-------------------------|--|

| | |
|-----------------------------|--|
| \$2,000,000 each occurrence | |
|-----------------------------|--|

| | |
|--|--|
| Village's Protective Bodily Injury Including Death: | |
|--|--|

| | |
|-------------------------|--|
| \$1,000,000 each person | |
|-------------------------|--|

| | |
|-----------------------------|--|
| \$2,000,000 each occurrence | |
|-----------------------------|--|

Village's Protective Property Damage:
\$1,000,000 each person
\$2,700,000 each occurrence

The Protective policy shall name the Village as the Insured. Certificates evidencing such insurance shall be furnished the Village prior to Contractor commencing the Services. The certificates must state, "The Village of Twin Oaks is an additional insured." While the minimum amounts of insurance listed above are the Village's standard amounts, the Village may accept a lower amount of coverage if it is determined that the public safety is adequately protected.

To the fullest extent permitted by law, Contractor agrees to defend with counsel selected by the Village and indemnify and hold harmless the Village its officers, representatives, agents and employees from and against any and all liabilities, damages, losses, claims or suits, including costs and attorneys' fees, for or on account of any kind of injury to person, bodily or otherwise, or death, or damage to or destruction of property, or any other circumstances, sustained by the Village or third parties, arising from the Services provided under this Agreement, or the breach thereof or of related warranties, or claims relating thereto.

Worker's Compensation as per State Statute.

4. 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.

5. 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.

6. RIGHTS-OF-WAY/VILLAGE PROPERTY

All services will be performed on Village Property or within the public right-of-way or permanent easements.

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.

7. 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.

8. 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.

9. 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 the CONTRACTOR/PROFESSIONAL SERVICES CONTRACT. If the OWNER so determines, notices shall be given as set forth therein.

10. 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.

11. 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".

12. 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.

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

13.1 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.

13.2.0 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 |

13.3 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.

13.4 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.

14. 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.

15. 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.

16. 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.

18. 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.

19. PROJECT SUBMITTALS AND CLOSEOUT

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

- Contract Agreement
- Certificate of Insurance

Submitted: _____

Submitted: _____

JOB SPECIAL PROVISIONS

1. Grass Cutting Height

- a. Right of Way Areas to be cut between 3.5" 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 3.5" 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.
- 5. Grass clippings will be blown off of sidewalks and paved surfaces.

EXHIBITS FOR CUTTING AREAS

Exhibit 1
Pedestrian Areas (3"-3.5")

Exhibit 2
Non-Pedestrian Areas (3.5"-6")

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

Exhibit 1

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



Exhibit 2

Non - Pedestrian
Areas to be mowed
between 3.5" - 6"

Also included, but
not shown on
exhibit:
Cul-de-sac circle
on Woodland Oaks
& 2 Cul-de-sac
circles on Golden
Oak

This area is not
included and is
maintained by
MoDOT.

NORTH

Google



Exhibit 3

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



Exhibit B
**AFFIDAVIT OF PARTICIPATION IN
FEDERAL WORK AUTHORIZATION PROGRAM**

Comes now _____ as _____ first being duly sworn, on my oath,
(name) (office held)
affirm _____ ("Contractor") is enrolled and will continue to participate in
a _____
(company name)
federal work authorization program in respect to employees that will work in connection with the
contracted services related to _____ and any incidental items
(describe project)
associated with this work for the duration of the contract, if awarded, in accordance with Section
285.530.2, Revised Statutes of Missouri. I also affirm that the Company does not and will not
knowingly employ a person who is an unauthorized alien in connection with the contracted
services for the duration of the contract, if awarded. Attached to this affidavit is documentation of
the Company's participation in a federal work authorization program.

**(ATTACH DOCUMENTATION SHOWING THAT COMPANY PARTICIPATES IN FEDERAL WORK
AUTHORIZATION PROGRAM. ALSO ATTACH PROOF OF LAWFUL PRESENCE, AS PROVIDED IN
THE GENERAL CONDITIONS)**

*In Affirmation thereof, the facts stated above are true and correct (The undersigned
understands that false statements made in this filing are subject to the penalties provided
under Section 575.040, RSMo).*

Signature (person with authority)

Printed Name

Title

Date

State of Missouri)

)

ss.

County of _____)

)

Subscribed and sworn to before me this ____ day of _____, 2016.

My commission expires:

Notary Public