## Village of New Concord
### Mowing Contract

<table>
<thead>
<tr>
<th>Location</th>
<th>Approx. Size</th>
<th>Estimated Annual Cuts</th>
<th>Charge per Cut</th>
<th>Total Annual Charge (estimated)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Village Hall and Park</td>
<td>1 acre</td>
<td>24 (weekly)</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Gates Park at 83 &amp; 40</td>
<td>.2 acres</td>
<td>24 (weekly)</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Glenn Historic Site</td>
<td>.5 acres</td>
<td>24 (weekly)</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Swimming Pool</td>
<td>.5 acres</td>
<td>24 (weekly)</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Patch Road</td>
<td>1 acre</td>
<td>12 (bi-weekly)</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Garland Way tree lawn and right of way</td>
<td>1.5 acre mowing &amp; .35 acre trimming</td>
<td>12 (bi-weekly)</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>

**Village Hall** – All areas around the Village Hall, the park area including behind Harper Cabin yard, lot south of the alley from the bank/hillside to Maple Avenue.

**Gates Park** – Area between State Route 83 and Riesbeck’s parking lot at the southeast corner or SR 83 & US 40

**Glenn Historic Site** – All yard areas around house and parking lot, also small tree lawn and lawn east of the apartments.

**Swimming Pool** – All areas inside fence. After pool opens, the lifeguard will maintain the small lawn around the concession area.

**Patch Road** – Trim ditch & fence, does not include yard around building next door.

**Garland Way** – Mow tree lawn to the north of the sidewalk and trim around trees. Mow right of way along the south side of Garland way.

Total: $__________________________  Signature  ______________________  Date  ________________
CONTRACT MOWING SPECIFICATIONS

Scope

These specifications set forth the requirements for mowing of turf areas owned or managed by the Village of New Concord. Attached to these specifications is a cost worksheet, which needs to be completed and returned as part of the official proposal.

The successful Contractor shall be responsible for furnishing all equipment tools and labor necessary to accomplish work described in these specifications. These specifications shall become a part of the final contract.

Mowing Frequency

The mowing of all property areas shall be done on an as-needed basis with some areas requiring at least weekly mowing/trimming during rapid growth periods. The mowing frequency or number of times each property is mowed may vary depending upon weather, cultural practices and seasonal conditions. The typical turf mowing season is from late March – late October. The Contractor shall be required to operate on a regular, “as needed” mowing schedule, including those times of adverse weather conditions. When the grass is actively growing, it must be mowed regularly to prevent it from growing to a height of more than four (4) inches. Equipment and equipment maintenance schedules shall be adequate to accommodate peak mowing demands. During the seasons of rapid growth on irrigated, high usage turf, a mowing interval as frequent as once every four days may be required for certain locations. During hot, dry summer months, un-irrigated turf may require mowing as infrequently as once every three weeks.

Reductions in Mowing

Notwithstanding any other provision in these specifications, the Village retains discretion to reduce mowing frequency as necessary to meet any Village objective including, but not limited to, cost saving measures which may result from anticipated or unanticipated budgetary constraints. The Village may limit mowing frequency regardless of vegetation height.

Cutting Height

Cutting height is defined as the distance above soil at which the turf is mowed. The Contractor shall mow the grass to a height of two and one half (2.5) inches before it reaches a height of four (4) inches. The cutting height may be altered from this norm only if approved by the Village Administrator. The Contractor shall remove no more than forty percent (40%) of the grass leaf at any one mowing. The overall average height of grass throughout the park is the determining factor when measuring grass height.
Grass Clippings

Mowing equipment shall be designed and operated to uniformly disburse the grass clippings. Clippings shall not be blown onto parking areas, playgrounds, walkways, Village streets and gutters or other paved surfaces, or into tree wells or flowerbeds. Mowing schedules shall be planned so that mowing of high frequency turf areas is not done early in the morning when the grass is wet from dew. Clippings shall be removed from weekly mowed areas when they are heavy enough to cause light exclusion damage or otherwise harm turf.

Trimming

Trimming shall be performed around all trees, shrubs, culverts, sign posts, and all public facilities which include; garbage cans, water hydrants, sidewalks, buildings, benches, curb strips, playground and athletic field structures. Trimming shall be completed in conjunction with each mowing with small powered equipment or hand tools. It is the Contractor's responsibility to maintain all trim mowing at the same cutting height as large turf areas. All accessible turf areas with actively growing grass shall be trimmed by the Contractor.

Tree Damage

Tree damage will not be tolerated. Care must be taken with all power mowers, monofilament line trimmers, and manual equipment so as not to damage trees. This includes both damage to tree trunks and limbs. The Village Administrator should be advised of any low hanging branches that present a problem.

Mower Operation

All equipment shall be operated in a safe manner, giving special consideration to the safety of all. Contractor shall use extreme caution and speeds under four miles an hour when necessary. Yield to park customers. If groups are present, come back at another time.

All litter on the turf areas shall be picked up and deposited in trash receptacles prior to mowing the turf area to avoid mowing over it and creating more litter. The Contractor shall avoid rapid, spinning turns which may bruise or tear the turf. Avoid making repeated turns over the same turf area and creating wheel ruts that may result on water-saturated ground.

Obstacles

People and picnic tables are primary obstacles.
Mowing Equipment

All turf areas shall be mowed with front mounted rotary mowers, or Village approved equal. The Contractor is responsible for traversing and mowing all areas under all conditions without causing turf damage. Blades shall be sharp to ensure a good cut.

Contractor’s Representative

The Contractor agrees, at all times, to provide a competent foreman or supervisor who is both skilled and knowledgeable of the contract standards and specifications.

Personnel

The Contractor’s personnel shall, at all times, present a neat appearance, and all work shall be performed and all complaints handled with due regard to the Village of New Concord public relations. The Contractor shall utilize skilled employees, knowledgeable of the contract specifications and standards, in performing the work specified in this agreement.

Public Relations

Mowing performed by the Contractor shall be completed with as little disruption to the neighboring property owners as possible.

The safety of the public shall always be the highest priority. The mowing schedule should accommodate the user public. The Contractor shall not inconvenience groups by the Contractor’s need to mow. The Contractor shall delay or postpone mowing an area that is being used by a group until the group has left. A small group, without an advance reservation, may be politely asked to temporarily move a safe distance away to allow mowing of that location.
Insurance

Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

2. Automobile Liability:
3. Workers’ Compensation insurance as required by Ohio Revised Code and including Employers Liability Insurance.

Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. General Liability: $1,000,000 Each Occurrence
   $1,000,000 Personal Injury
2. Automobile Liability: $500,000 Each Occurrence
3. Employers Liability: $500,000 Each Accident

Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverage

   a. The Village of New Concord, its officers, employees, and agents are to be covered as additional named insureds as respects: liability arising out of activities performed by or on behalf of the Contractor including the Insured’s general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied, or used by the Contractor, or automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officers, officials, employees, or volunteers.

   b. The Contractor’s insurance coverage shall be primary insurance as respects the Village, its officers, employees, and agents. Any insurance or self-insurance maintained by the Village, its officers, employees, or agents shall be excess of the Contractor’s insurance and shall not contribute to it.

   c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officers, employees, or agents.

   d. The Contractor’s insurance shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the limits of the insurer’s liability.
The Contractor's insurance shall include “stop gap” coverage as part of the general liability.

**Workers’ Compensation and Employers Liability Coverage**

The insurer shall agree to waive all rights of subrogation against the Village of New Concord, its officers, employees, and agents for losses arising from work performed by the Contractor for the Village.

**All Coverages**

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits, except after thirty (30) days’ prior written notice by certified mail, return receipt requested, has been given to the Village.

**Acceptability of Insurers**

Insurance is to be placed with insurers with an A.M. Best rating of no less than A- VII. Any other carriers with lower ratings may be given prior written approval.

**Verification of Coverage**

Contractor shall furnish the Village of New Concord with Certificates of Insurance that contain original endorsements for each insurance policy and signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the Village before work commences. The Village shall be listed as an “additional insured”.

**Subcontractors**

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
Contractual Requirements

Accident Prevention

The Contractor shall exercise precaution at all times for the protection of persons and property. Safety provisions of all applicable laws and ordinances shall be strictly observed. All accidents and/or injuries should be reported to the Village Administrator or Village Police Chief immediately, especially in the case of medical emergencies. If the accident appears to be the result of the abuse of drugs or alcohol, a mandatory drug test will be ordered. The Village Administrator or his authorized representative may require the Contractor to discontinue hazardous work practices upon written notice.

Consultation

Upon request and/or necessity, an authorized Village representative will accompany the Contractor to the work areas to further clarify or describe mowing methods and procedures. The Contractor will consult with the Village Administrator or his authorized representative regarding the details, scheduling and performance of turf mowing.

Termination for Breach

If the Contractor fails to perform the work in the manner specified by these specifications, the Village of New Concord may terminate the contract. Before termination for breach, the Village of New Concord will notify the Contractor in writing of the problem and allow the Contractor twenty-four (24) hours to take corrective action. If, after notice, the Contractor fails to take corrective action, the Village of New Concord may terminate the contract and enter into an agreement with another Contractor, or may perform the work itself. The Contractor shall be responsible to the Village for all damages caused by his breach of the contract.

Performance Evaluation Meetings

The Village of New Concord reserves the right to call periodic meetings with the Contractor on an as needed basis to discuss and evaluate the performance of the Contractor.

Site Inspection

The Village Administrator or authorized representative will randomly inspect each park area. During this inspection, a correction list will be made of all deficiencies in the work required by these specifications. If deficiencies are identified, the list will then be immediately forwarded to the Contractor. Payment will not be made on these areas until all deficiencies have been corrected.
Terms of Contract

The contract shall be for approximately a one-year period of time, estimated to begin on April 1, 2019 and ending November 30, 2019. The “Contract Year” is described as January 1- December 31, 2019. The contract can be renewed with agreement on terms and price by the Village of New Concord and the contractor.

Changes in Scope of Work

During the term of this contract, in the event a change in the scope of work (either by addition or reduction of work) is required, the contract may be adjusted by negotiations. The change in the scope of work shall be confirmed by a duly signed Change Order to the contract.

Bid Tabulation

The attached One-Year Mowing Contract Cost Worksheet should be completed and will be used in calculating the bid. The unit cost you bid will also be the basis for contract payments. The City will use the annual estimated mowing cost figure as a basis for calculating the low bidder and award of contract.

Listed acres are approximate. It is the Contractor’s responsibility to make sure that all boundaries are understood.

Bid Award

Contract will be awarded on the base bid of the Estimated One-Year Mowing Contract Cost Worksheet.

Bid Submittal Requirements

1. Mowing Cost Worksheet (Appendix 1)

2. List of References (Appendix 2)
Mowing Contract Payments

Invoices shall be submitted once monthly and shall include charges by area mowed and the number of times mowed. Cost per mow should be consistent with the mowing bid worksheet returned with this bid.

IN WHITNESS WHEREOF, the parties hereto have subscribed their names and affixed their respective official seals.

CONTRACTOR: ______________________________

DATE: __________________________

BY: ________________________________

PRINTED NAME: __________________________

TITLE: ________________________________
(Note – Two signatures required for a corporation)

CORPORATION TAX NUMBER (if incorporated): __________________________

SOCIAL SECURITY NUMBER (if individual): __________________________

MAILING ADDRESS: __________________________

________________________________________

TELEPHONE NUMBER: __________________________

E-MAIL ADDRESS: __________________________

________________________________________

VILLAGE OF NEW CONCORD, OH

DATE: __________________________

BY: ______________________________

PRINTED NAME: __________________________

Title: ______________________________

________________________________________