

## SCOPE OF SERVICES

The city wide grass mowing service shall conform to all City ordinances and the following specifications or better.

1. The mowing areas are listed in Appendix A and are defined as follows:

**Area A:** mowing approximately 97.86 acres weekly;

**Area B:** mowing approximately 8.25 acres of baseball fields once a week during the growing season, except from April to June which would be required to be mowed twice a week as directed by the City;

**Area C:** mowing approximately 68.25 acres monthly, including string-trimming; and,

**Area D:** mowing approximately 4.33 acres of soccer fields once a week during the growing season, except from August to October which would be required to be mowed twice a week as directed by the City.

2. The Contractor shall use suitable equipment for mowing. Bunching or windrowing of cuttings will not be permitted. Hand equipment may be required for areas inaccessible to other equipment. Areas too wet for mowing will be skipped until a suitable condition exists. The grass shall not exceed 5 to 7 inches in length. The cutting height shall be maintained between 3.5 and 5 inches.

3. The Contractor will be expected to keep the grass to a neat and uniform appearance. No additional payment will be made for unusual weather or unexpected growing conditions.

4. Payments will be made in six (6) equal monthly payments starting on May 1<sup>st</sup> of each year of the contract with the last payment to be made on October 1<sup>st</sup> each year of the contract.

5. The City shall retain the right to be the sole judge of quality and performance of the services rendered by the Contractor. Should the City determine the Contractor is performing at an unsatisfactory level; the contract may be terminated with a 10 day written notice from the City.

6. Lawns bordering foundations, structures, fences, trees, utility poles, etc. shall be string trimmed to match mowed lawn. Sidewalks, curbs, and other paved areas shall be edged as necessary (minimum of monthly) to maintain a neat and landscaped appearance.

7. Prior to mowing, grounds shall be policed for trash and debris. Any debris not picked up but mowed, shall immediately be cleared when noticed by the City.

8. After mowing, trimming and edging all walks, stoops, driveways, and other pavements shall be blown or swept and grass clippings removed. Contractor shall rake and remove clumped grass clippings as necessary to maintain groomed appearance and promote a healthy turf. Driving the lawn mower over sidewalk or road does not constitute "blowing or sweeping."

9. Within Area B and Area C, the City may require Contractor to bag all grass clippings and remove it off-site.

10. The Contractor shall perform all work in a timely, orderly and efficient manner satisfactory to the City. To ensure quality and thoroughness of work, the Contractor shall contact the Public Work Director and provide a weekly progress updates detailing the work completed at the sites as specified herein. It shall be understood that the Contractor and staff shall always be approachable and friendly to city staff and to the residents of Dyersville.

11. Damage to Public or Private Property-The Contractor shall assume full responsibility for the actions of its employees or agents and shall repair or replace any damaged item or area of the City properties caused by the actions of its employees or agents unless said damage occurred under circumstances beyond their reasonable control as determined by the City. Any damage of public property caused by the Contractor's operations shall be resolved within ten (10) days after damage occurs to the satisfaction of the City. The Contractor shall inform the City of any damage caused by the Contractor's operation on the day such damage occurs. Should the damage not be rectified within the time frame agreed upon or to the satisfaction of the City, the City reserves the right to repair or replace that which was damaged or assess the Contractor such cost as may be reasonable and related to damaged caused by the Contractor, and deduct these costs any payment due the Contractor.

12. Insurance - The Contractor shall provide a certificate of insurance which shall indemnify and hold harmless the City from any liability, claim, damage, or cause of action which may be sustained by or asserted against the City, directly or indirectly, or in any manner arising out of the performance or failure of performance on the part of the Contractor, and shall cover each vehicle used in the work covered by this agreement. The amount of such liability insurance shall not be less than \$1,000,000 single limit coverage. In addition, the Contractor shall carry Worker's Compensation Insurance in such amount as is prescribed by the statutes of the State of Iowa. The insurance shall be maintained in force during the term of this contract. Said insurance shall be carried in a firm or corporation satisfactory to the City and duly licensed or permitted to carry on such business in the State of Iowa. Such insurance policy or policies shall be filed with the City together with the certificate of the insurer that the policy or policies are in full force and effect and that same will not be altered, amended, or terminated without sixty (60) days prior written notice having been given to the City. All certificates of insurance shall specifically list the City of Dyersville as an additional insured with respect to the policies related to the specifications and the Contract Agreement.

13. Laws - The Contractor will be required to obtain all licenses and permits and comply with all ordinances as provided in Municipality Code of Ordinances to the extent that they are not inconsistent with the provisions of the Contract and specifications. The Contractor shall at all times comply with all ordinances and regulations of Dubuque and Delaware Counties, and any rules and regulations issued by the State of Iowa.



