

MOWING MAINTENANCE AGREEMENT

THIS MOWING MAINTENANCE AGREEMENT (“Agreement”) is entered into by and between the CITY OF MINERAL WELLS, a Texas home rule municipality (the “City”), and BARHAM LAWCARE, (“Contractor”) (the City and Contractor shall be collectively referred to herein as the “Parties”).

In consideration of the mutual promises and covenants herein and the payment to be made from City to Contractor, Contractor agrees to perform all work as set forth in the City’s Bid/Proposal for Mowing and Clean Up Services Bid # 2019-01A, in accordance with the Contract Documents listed below, but generally described as mowing services throughout the City on City owned property, right of ways and vacant lots, including, but not limited to, mowing, edging, weed control and debris removal and disposal (the “Services”).

The “Contract Documents” consist of the following items, which items, Contractor acknowledges have previously been provided to or created by Contractor and which items are incorporated into this Agreement by reference as though fully set out in this Agreement:

- A. This Mowing Maintenance Agreement;
- B. City’s Invitation to Bid including all attachments, specifications, and all addenda issued prior to execution of this Agreement;
- C. Contractor’s Executed Bid Proposal in response to City’s Invitation to Bid;
- D. Conflict of Interest Questionnaire Coversheet;
- E. Conflict of Interest Questionnaire;
- F. All modifications to Contract Documents issued after execution of this Agreement and accepted by the City and Contractor in writing; and
- G. All required Insurance Certificates.

The Contractor shall also obtain a performance bond in the amount of Twenty-Five Thousand Dollars (\$25,000.00) payable to the City within ten (10) calendar days of the Effective Date of this Agreement with a company licensed to do business in the State of Texas and in a form approved by the City.

In case of any conflict between the terms of this Agreement and the terms of the Contract Documents, the terms of this Agreement shall control.

ARTICLE I **TERM OF AGREEMENT**

This Agreement shall begin on June 1, 2019 (the “Effective Date”) and expire on May 31, 2019, (the “Initial Term”) unless terminated earlier pursuant to the terms of this Agreement.

At the end of the Initial Term and upon mutual written agreement, the Parties may renew for two (2) one (1) year terms (each a “Renewal Term” and collectively, the “Term”) upon thirty (30) days’ written notice to the other party prior to the expiration of the Initial Term or then-current Renewal Term, as the case may be.

ARTICLE II
CONTRACTOR'S DUTIES AND RESPONSIBILITIES

1. Contractor shall perform services in accordance with the Specifications contained in the City's Invitation to Bid.
2. The Contractor shall obtain and pay for any and all permits, licenses, disposal fees, or any other costs required to fulfill the obligations under this Agreement.
3. Contractor shall coordinate all Services with the City's designated representatives, which shall be the City Manager or their designee.
4. Contractor shall provide a schedule for maintenance activities to the City each month in order that the City can fully inspect the work in progress, spot potential problems, look for discrepancies and assist the Contractor to make certain that the properties receive the required attention.
5. Contractor shall secure at its own expense all materials, supplies, machinery, equipment, tools, superintendence, labor, personnel, insurance, and other accessories and services necessary to provide the Services in accordance with the Contract Documents. Additionally, Contractor undertakes to properly maintain all equipment so that Services are performed timely and to a professional standard.
6. Contractor shall perform services under this Agreement during the hours of 7:00 a.m. and 7:00 p.m. to avoid disruption or interference with surrounding residents or businesses.
7. Contractor shall not make or cause to be made any alterations, additions, or improvements to City property without the prior written consent of the City. All alterations, additions, and improvements to City property made with the written consent of the City shall, upon completion and acceptance by the City, become the property of the City. Contractor may be required to remove, at its expense, any alterations, additions, or improvements not meeting specifications as approved by the City.
8. Contractor shall ensure that their employees maintain a courteous and respectful attitude toward the public at all times. At no time, may they solicit, request or receive gratuities of any kind. Contractor must direct its employees to avoid loud and/or profane language at all times during the performance of duties. Any employee of Contractor who engages in misconduct or is incompetent or negligent in the proper performance of duties or is disorderly, dishonest, intoxicated, or discourteous must be removed from service under this Agreement by Contractor.
9. Contractor shall ensure that their employees adhere to strict safety policies and procedures as stated in the Contract Documents.
10. The Contractor shall take "before and after" photographs in digital format for validation and return same to the City with the invoice of each job assignment. Each photograph shall

be properly labeled as “before” and “after” with the address or location of the work site and the date and time each photograph was taken.

11. The Contractor shall protect and prevent any and all damage to wires, cables, structures, fences, vehicles, trees, plants and other artifacts. Any damage to public or private property shall be corrected by repair or replacement by the Contractor at their sole expense to the satisfaction of the property owner or the City.
12. Contractor shall be liable and accountable for any and all damages resulting from Services performed by the Contractor. The Contractor shall be fully responsible for the protection of all persons, including members of the public, Contractor’s employees, employees of the City, and employees of other contractors or subcontractors; and all public and private property including structures and utilities above and below the ground. The Contractor shall give reasonable notice to the City when such properties are liable to injury or damage through the performance of the Services and shall make all necessary arrangements with the City, or other property owners as the case may be, relative to the removal, replacement or protection of such property or utilities.
13. Contractor agrees that, in performance of the Services under this Agreement, Contractor will qualify under and comply with any and all applicable federal, State and local laws and regulations now in effect, or hereafter enacted during the term of this Agreement, which are applicable to Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.
14. Contractor agrees that failure to notify or finish Services within the timeframes indicated in Exhibit “A” will subject the Contractor to liquidated damages of Fifteen Dollars (\$15.00) per day, per lot, until the Services are completed.

ARTICLE III
CITY’S DUTIES AND RESPONSIBILITIES

1. City shall allow reasonable access to the City owned properties or right-of-way that are subject to the performance of Services under this Agreement.
2. City shall routinely make inspections to determine compliance with this Agreement. In the event the City observes non-compliance, the Contractor will be notified and shall be given a period, not to exceed thirty (30) days from the date of notification by the City, of time to correct the problem.
3. City shall timely pay all invoices for Services as provided in Article IV, subject to additions and deductions provided for in the Contract Documents. It is understood and agreed by the Parties that the City shall not pay for travel time.

ARTICLE IV
PAYMENT FOR SERVICES

1. In accordance with the bid award, the Contract Documents and this Agreement, the City agrees to pay Contractor for the performance of the Services under this Agreement in accordance with the fees established in Exhibits "A" and "B", attached hereto and incorporated herein for all purposes.
2. Contractor shall send detailed invoices by the first (1st) of the month for prior month's completed work. The City will have thirty (30) days from receipt of the invoice to pay unless unusual circumstances arise as stated herein. Invoices shall be fully documented as to labor, materials and equipment provided. Orders will be placed by the Finance Department and must be given a Purchase Order Number to be valid. No payments shall be made on invoices not listing a Purchase Order Number. No partial payment will be made.
3. An invoice for work performed shall be submitted to the Code Compliance Department within seven (7) days following completion of the requirements of the contract. The Code Compliance Department is located at 211 S.W. 1st Avenue, Mineral Wells, Texas, 76067. Invoices and photographs may be submitted by e-mail.
4. Payment shall be conditioned on all grounds maintenance service having been provided in accordance with the terms of this Agreement. In no event shall the Contractor receive funds if services are not provided. If, in the opinion of the City, the Contractor has not or is not satisfactorily performing the Services covered by the Contract Documents, and within forty-eight (48) hours of receipt of a written demand from the City for performance, has not cured any defect in performance specifically itemized in such demand, the City may, at its option:
 - a. Withhold payment;
 - b. Consider all of any part of this Agreement breached and terminate the Agreement pursuant to Article V; or
 - c. May hire another Contractor to cure any defects in performance or complete all Services covered by the Contract Documents for the remaining term of this Agreement.
 - d. In any event, Contractor shall be liable to City for any costs incurred in excess of the amounts in the Contract Documents.

ARTICLE V
TERMINATION AND BREACH

1. Termination for Convenience. Either party may terminate this Agreement without cause upon thirty (30) days written notice.
2. Termination for Cause. In the event of a breach of the terms and conditions of this Agreement by either party hereunder, the non-breaching party may elect to terminate this

Agreement upon providing the defaulting party with a written notice of such default, and allowing the breaching party a period of thirty (30) days from and after the date of such notice to cure the breach complained of to the satisfaction of the non-breaching party. In the event said breach is not cured within said thirty (30) day period, this Agreement shall be terminated (for-cause) as of the last day of said period.

3. Non-appropriation of Funds. If for any reason, at any time during any term of this Agreement, the Mineral Wells City Council fails to appropriate funds sufficient for the City to fulfill its obligations under this Agreement, the City may terminate this Agreement to be effective on the later of (i) thirty (30) days following delivery by the City to the Contractor of written notice of the City's intention to terminate or (ii) the last date for which funding has been appropriated by the City Council for the purposes set forth in this Agreement.

ARTICLE VI LIABILITY AND INDEMNIFICATION

THE CONTRACTOR AGREES TO DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS REPRESENTATIVES, OFFICERS, AGENTS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LAWSUITS, ACTIONS, COSTS, AND EXPENSES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, THOSE FOR PROPERTY DAMAGE OR LOSS AND/OR PERSONAL INJURY, INCLUDING, BUT NOT LIMITED TO, DEATH, THAT MAY RELATE TO, ARISE OUT OF, OR BE OCCASIONED BY (I) CONTRACTOR'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT OR (II) ANY ACT OR OMISSION OF THE CONTRACTOR, ITS OFFICERS, AGENTS, ASSOCIATES, EMPLOYEES, CONTRACTORS OR SUBCONTRACTORS IN THE PERFORMANCE OR NONPERFORMANCE OF THIS AGREEMENT.

IF ANY ACTION OR PROCEEDING SHALL BE BROUGHT BY OR AGAINST THE CITY IN CONNECTION WITH ANY SUCH LIABILITY OR CLAIM, CONTRACTOR, ON NOTICE FROM CITY, SHALL DEFEND SUCH ACTION OR PROCEEDING, AT CONTRACTOR'S EXPENSE, BY OR THROUGH ATTORNEYS REASONABLY SATISFACTORY TO CITY.

IN THE EVENT THAT ANY CITY-OWNED PROPERTY, SUCH AS UTILITIES, UTILITY INFRASTRUCTURE IMPROVEMENTS, EQUIPMENT, TURF, ETC., ARE DAMAGED OR DESTROYED DURING PERFORMANCE OF THE SERVICES UNDER THIS AGREEMENT DUE TO NEGLIGENCE OR ACTS OF OMISSIONS OF THE CONTRACTOR, THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL REPAIRS OR REPLACEMENTS. IN THE EVENT OF DAMAGE DUE TO ACTS OF THE CONTRACTOR, THE CONTRACTOR SHALL REPLACE OR REPAIR THE DAMAGE AT NO COST TO THE CITY. THE CITY SHALL DETERMINE WHETHER ANY DAMAGE HAS BEEN DONE, THE AMOUNT OF THE DAMAGE, THE REASONABLE COSTS OF REPAIRING THE DAMAGE, AND WHETHER THE CONTRACTOR IS RESPONSIBLE. THE CITY SHALL BE THE SOLE JUDGE OF THE

DAMAGE TO CITY OWNED PROPERTIES, IN WHICH JUDGMENT SHALL BE EXERCISED REASONABLY. ANY DAMAGE BY THE CONTRACTOR SHALL BE REPAIRED OR REPLACED BY THE CONTRACTOR TO THE REASONABLE SATISFACTION OF THE CITY WITHIN THIRTY (30) DAYS OF RECEIPT OF WRITTEN NOTIFICATION FROM THE CITY.

CONTRACTOR COVENANTS AND AGREES THAT CITY SHALL IN NO WAY NOR UNDER ANY CIRCUMSTANCES BE RESPONSIBLE FOR ANY PROPERTY BELONGING TO CONTRACTOR, ITS MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, INVITEES, LICENSEES, OR TRESPASSERS, WHICH MAY BE STOLEN, DESTROYED, OR IN ANY WAY DAMAGED, AND CONTRACTOR HEREBY INDEMNIFIES AND HOLDS HARMLESS CITY FROM AND AGAINST ANY AND ALL SUCH CLAIMS. THE CITY DOES NOT GUARANTEE POLICE PROTECTION AND WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE SUSTAINED BY CONTRACTOR, ITS MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, INVITEES, LICENSEES, OR TRESPASSERS ON ANY OF THE CITY PROPERTIES.

ARTICLE VII
INSURANCE

Prior to the commencement of any work under this Agreement, Contractor shall purchase and maintain throughout the term of the Agreement, with an insurance company licensed to transact business in the state of Texas, an "occurrence basis" insurance policy or policies indemnifying, defending and saving harmless City from all damages which may be occasioned to any person, firm, or corporation, whether damages are by reason of any willful or negligent act or acts on part of Contractor, its agents or employees, with limits no less than the following:

TYPE OF INSURANCE	AMOUNT OF INSURANCE	PROVISIONS
1. Workers' Compensation Employers' Liability to include: (a) each accident (b) Disease Policy Limits (c) Disease each employee	Statutory Limits per occurrence Each accident \$1,000,000 Disease Policy Limits \$1,000,000 Disease each employee \$1,000,000	CITY OF MINERAL WELLS to be provided a <u>WAIVER OF SUBROGATION AND 30 DAY NOTICE OF CANCELLATION</u> or material change in coverage. Insurance company must be A-VII rated or above.
2. Commercial General (Public) Liability to include coverage for: a) Bodily Injury	Bodily Injury/Property Damage per occurrence \$1,000,000, General Aggregate \$2,000,000	<u>CITY OF MINERAL WELLS to be listed as ADDITIONAL INSURED and provided 30 DAY NOTICE OF CANCELLATION</u> or

b) Property damage c) Independent Contractors d) Personal Injury e) Contractual Liability	Products/Completed Aggregate \$2,000,000, Personal Advertising Injury per occurrence \$1,000,000, Medical Expense 5,000	material change in coverage. Insurance company must be A:VII rated or above.
3. Business Auto Liability to include coverage for: a) Owned/Leased vehicles b) Non-owned vehicles c) Hired vehicles	Combined Single Limit \$1,000,000	<u>CITY OF MINERAL WELLS to be listed as ADDITIONAL INSURED and provided 30 DAY NOTICE OF CANCELLATION</u> or material change in coverage. Insurance company must be A:VII-rated or above.

The general liability provisions in automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- (i) City, its officers, officials, employees, and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied, or used by Contractor; or automobiles owned, leased, hired, or borrowed by Contractor.
- (ii) Contractor's insurance coverage shall be primary insurance as City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, or volunteers shall be in excess of City's insurance and shall not contribute with it.
- (iii) Any failure to comply with reporting provisions of the policy shall not affect coverage provided to City, its officers, officials, employees, or volunteers.
- (iv) Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (v) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, nor reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to City.

ARTICLE VIII
MISCELLANEOUS PROVISIONS

1. **Immunity.** The Parties agree that the City has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.

2. **Assignment/Non-Transferable.** The Parties agree that neither this Agreement nor the work to be performed or goods/services provided hereunder will be assigned or transferred without the prior written consent of the City.

3. Successors and Assigns. The Parties, and their partners, assigns, successors, subcontractors, executors, officers, agents, employees, representatives, and administrators are hereby bound to the terms and conditions of this Agreement.

4. Execution and Consideration. This Agreement is executed by the Parties hereto without coercion or duress for any substantial consideration, the sufficiency of which is forever confessed.

5. Notices. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the Party to be notified, postage pre-paid and registered or certified with return receipt requested, or by delivering the same in person to such Party via facsimile or a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notice, the addresses of the Parties shall be as follows:

To City:

City of Mineral Wells
Attn: John Moran, Director of Finance
P.O. Box 459
Mineral Wells City Hall
211 S.W. 1st Avenue
Mineral Wells, Texas 76068

With a copy to:

Messer, Fort & McDonald P.L.L.C.
Attn: Wm. Andrew Messer
6371 Preston Rd., Ste. 200
Frisco, Texas 75034
TEL: (972) 668-6400

To Contractor:

Allen Barham
1902 S.E. 25th Avenue
Mineral Wells, TX 76067

6. Cumulative Remedies. All rights and remedies of the Parties under this Agreement shall be cumulative, and none shall exclude any other right or remedy provided by law, or by any other provisions of the Agreement. All such rights and remedies may be exercised and enforced concurrently and whenever, and as often, as occasion for their exercise arises.

7. Waiver of Breach. A waiver by either Party of a breach of the Agreement by the other Party does not constitute a continuing waiver or a waiver of any subsequent breach of the Agreement.

8. Parties Bound. The Agreement shall be binding upon, and inure to the benefit of, the Parties to the Agreement and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this Agreement.

9. No Third-Party Beneficiaries. Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the Parties do not intend to create any third-party beneficiaries by entering into this Agreement.

10. Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the matters contained herein and may not be modified, amended or terminated except upon the provisions hereof or by the mutual written agreement of the Parties hereto. The subject matter of this Agreement is for mowing and clean up maintenance only and not any other matters that may exist between the Parties past, present or future.

11. Independent Contractor. In the performance of services pursuant to this Agreement, Contractor shall be an independent contractor and not an officer, agent, servant or employee of City. Contractor shall have exclusive control over the details of the service and work performed and over all persons performing such service and work. Contractor shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors, if any. Neither Contractor nor its officers, agents, employees or subcontractors shall obtain any right to retirement benefits, Workers' Compensation benefits, or any other benefits which accrue to City employees and Contractor expressly waives and claim it may have or acquire to such benefits.

12. Public Information. Contractor understands and acknowledges that City is a public entity under the laws of the State of Texas and, as such, all documents held by City are subject to disclosure under Chapter 552 of the Texas Government Code. Contractor shall clearly indicate to City what information it deems proprietary. If City is required to disclose any documents that may reveal any of Contractor's Proprietary Information to third parties under the Texas Government Code, or by any other legal process, law, rule, or judicial order by a court of competent jurisdiction, City will notify Contractor prior to disclosure of such documents, and give Contractor the opportunity to submit reasons for objections to disclosure. Contractor acknowledges that the Texas Attorney General or a court will make a determination as to the public nature of any Proprietary Information.

13. Venue. This Agreement shall be construed in accordance with the laws of the State of Texas and shall be performable in Palo Pinto County, Texas.

14. Consideration. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

15. Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. A facsimile signature

will also be deemed to constitute an original if properly executed.

16. Authority to Execute. The individuals executing this Agreement on behalf of the respective Parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the Party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the Party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

17. Force Majeure. Neither Contractor nor the City shall be required to perform any term, condition, or covenant in the Agreement so long as performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riots, floods, and any other cause not reasonably within the control of the Party and which by the exercise of due diligence the Party is unable, wholly or in part, to prevent or overcome. Failure of a Party to timely perform an obligation hereunder shall only be excused as an event of force majeure described in this paragraph if a Party who cannot perform sends written notice to the other Party within thirty (30) days of the start of the event of force majeure: (a) stating the obligations that the Party cannot perform due to the event of force majeure; (b) describing in detail the event of force majeure that is preventing performance; and (c) providing a date by which such Party reasonably expects to be able to perform and the length of the force majeure event.

18. Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by the Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply. Headings in this Agreement are for the convenience of the Parties and are not intended to be used in construing this document.

19. Savings/Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

20. Representations. Each signatory represents this Agreement has been read by the Party for which this Agreement is executed and that such Party has had an opportunity to confer with its legal counsel.

Signature Page Follows

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement to be effective as of the date of the last of the parties to sign.

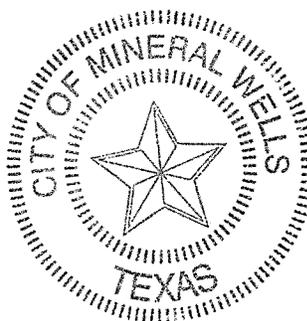
CITY OF MINERAL WELLS

By: Christopher M Perricone
Christopher Perricone, Mayor

Date: 05/31/2019

ATTEST:

Peggy Clifton
Peggy Clifton, City Clerk



APPROVED AS TO FORM:

Wm. Andrew Messer
Wm. Andrew Messer, City Attorney

CONTRACTOR:

Allen Barham
Name: Allen Barham
Title: Owner

ATTEST:

Leslee Barham
Name: Leslee Barham
Title: Co - Owner

EXHIBIT "A"
SCOPE OF SERVICES

The Contractor shall be notified by a representative of the Code Compliance Department on at least the first (1st) day and the fifteenth (15th) day of each month to perform Services at a particular location. The Contractor shall complete the requested Services within seven (7) days after receiving written authorization.

In the event of inclement weather, the Contractor shall notify the City of his/her failure to mow and/or clean the property in question by the ninth (9th) day, however, such work shall be completed by the eleventh (11th) day after the initial authorization.

Failure to notify or finish the work within the timeframes indicated will subject the contractor to liquidated damages of Fifteenth Dollars (\$15.00) per day, per lot, until the Services are completed.

Services shall be completed according to the follow specifications:

VACANT LOT – Each lot shall be mowed in its entirety. Mowing shall be completed as near as possible to any tree, wall, fence, pole, sign, or any other structure. *Remaining high grass and weeds shall be trimmed to ensure favorable appearance.* Proper action shall be taken to clean the property, adjoining streets, and public right-of-way of all grass and weed trimmings. All areas abutting a street, sidewalk, or alleyway must be also be edged in its entirety. Authorization from the city must be obtained to remove trash from a vacant lot.

LOT WITH HOUSE OR BUILDING – Each lot shall be mowed as near as possible to any building, tree, wall, fence, pole, sign, street, alley, or any other structure. *Remaining high grass and weeds shall be trimmed and edged to ensure favorable appearance.* Proper action shall be taken to clean the property, adjoining streets, and public right-of-way of all grass and weed trimmings. All areas abutting a street, sidewalk, or alleyway must also be edged in its entirety. Authorization from the city must be obtained to remove trash from a lot with a house or building.

PARCEL OF LAND GREATER THAN ONE ACRE BUT LESS THAN FIVE ACRES – Each parcel shall be mowed in its entirety. *Any remaining high grass and weeds around trees, walls, fences, poles, signs, or any other structure shall be trimmed.* Proper action shall be taken to clean the adjoining streets and public right-of-way of all grass and weed trimmings. All areas abutting a street, sidewalk, or alleyway must also be edged in its entirety. Authorization from the city must be obtained to remove trash from acreage. (Five or more vacant, plotted lots that are contiguous shall be treated as acreage and billed as such.) Any agricultural areas or areas used to cultivate crops must be mowed up to the crop.

PARCEL OF LAND WITH FIVE ACRES OR MORE – All areas within **twenty-five** feet from a curb, public right-of-way, street, or adjacent property under different ownership must be mowed in their entirety. All areas abutting a street, sidewalk or alleyway must also be edged in its entirety. Any agricultural areas or areas used to cultivate crops must be mowed up to the crop.

ALLEY OR EASEMENT - The entire alley or easement shall be mowed to the midline of the same. *Any remaining high grass and weeds around trees, walls, fences, poles, signs, or any other structure shall be trimmed.* Proper action shall be taken to clean the property, adjoining streets, and public right-of-way of all grass and weed trimmings. Authorization from the city must be obtained to remove trash from an alley or easement. This item will be bid at an hourly rate.

CLEANING OF TRASH AND DEBRIS - The Contractor shall remove all trash and debris from the property. Trash and debris may include dirt, rock, boards, railroad ties, furniture, appliances, tires, litter, swimming pool water and any other rejected matter. The Contractor shall also have the capacity of leveling and/or removing mounds of dirt. This item will be bid at an hourly rate.

TRAIL EASEMENT - A section of 25' X 300' shall be mowed and trimmed, and proper action taken to remove all trash and debris.

HANDWORK - The Contractor will: trim grass, weeds, trees, bushes and/or dead vegetation such as trees or shrubs; properly dispose of resulting residue; and properly dispose of trash and debris in areas not covered by any other section of this contract. Disposal of material generated from "Handwork" shall not be construed as "Cleaning of Trash and Debris" above. This item will be bid at an hourly rate.

Any property or lot, which is not mowed and/or cleaned satisfactorily, shall be redone at the Contractor's expense upon the request of the City. ALL SPECIFICATIONS WILL BE STRICTLY ENFORCED.

For categories paid on a per hour basis, the Contractor shall be required to examine the property first to determine the number of hours needed to complete the job before performing the Service. In the event that more than the original number of hours is necessary to complete the Service, the Contractor shall contact the Code Enforcement Department representative for written approval prior to completing the Service.

EXHIBIT "B"
PAYMENT FOR SERVICES

Variations from the aforementioned Specifications may be acceptable provided such differences are noted on the bid and are deemed to be advantageous to the City. Any substitutions from brand names must be proved to be equal and may be considered for award by the City and requesting department if so proven.

<u>ITEM DESCRIPTION</u>	<u>UNIT COST</u>
1. <u>VACANT LOT LESS THAN ½ ACRE</u> - mowing, edging, and trimming, handwork and disposal of refuse for residential or small commercial lots.	\$ <u>150.00</u> /lot
2. <u>VACANT LOT MORE THAN ½ ACRE BUT LESS THAN 1 ACRE</u> - edging, trimming, handwork and disposal of refuse for residential or commercial lots.	\$175.00/lot mowing,
3. <u>VACANT LOT ONE ACRE or MORE</u> – mowing, edging, trimming, handwork, and disposal of refuse for residential or commercial lots	\$200.00/acre
4. <u>LOT WITH HOUSE OR BUILDING ON LESS THAN ½ ACRE</u> - mowing, edging, trimming, handwork, and disposal of refuse for residential or small commercial lots.	\$ <u>150.00</u> /lot
5. <u>LOT WITH HOUSE OR BUILDING MORE THAN ½ ACRE BUT LESS THAN ONE ACRE</u> – mowing, edging, trimming, handwork, and disposal of refuse for residential or commercial lots.	\$200.00/lot
6. <u>LOT WITH HOUSE OR BUILDING MORE THAN ONE ACRE</u> – mowing, edging, trimming, handwork, and disposal of refuse	\$ <u>225.00</u> /acre
7. <u>ALLEY OR EASEMENT</u> - mowing, handwork, and disposal of refuse	\$ <u>150.00</u> /*hour
8. <u>CLEANING OF TRASH AND DEBRIS</u> - removal of all trash and debris, including all labor, vehicles, equipment, and disposal costs.	\$ <u>150.00</u> /*hour
9. <u>TRAIL EASEMENT</u> - mowing, handwork, and disposal of refuse.	\$ <u>150.00</u> /section
10. <u>HANDWORK</u> - pruning, trimming, and disposal of refuse.	\$ <u>150.00</u> /*hour

* The price per hour will be multiplied by the number of hours needed to complete the Service, and is not to be multiplied by the number of workers.

ADDITIONAL SERVICES

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