



**Request for Bids  
Mowing Services – 3 Year Contract**

**Bid due Thursday, January 29, 2026, 2:00 PM**

**CITY OF CRESTWOOD  
COMMUNITY CENTER  
9245 WHITECLIFF PARK LANE  
CRESTWOOD, MO 63126  
(314)729-4860**

## **CITY OF CRESTWOOD, MISSOURI – MOWING SERVICES**

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### INVITATION FOR BIDS

Sealed bids for Mowing Services will be received by the City of Crestwood, Department of Parks and Recreation's Community Center, 9245 Whitecliff Park Lane Crestwood, Missouri, 63126, until **2:00 p.m., Thursday, January 29, 2026**, at that time the bids will be publicly opened and read aloud. **There will be a mandatory Pre-Bid meeting on Friday, January 23, 2026 at 10:00 a.m., also at the Community Center at the address above.**

**This bid and contract is for a 3 year agreement to be renewed annually. At the end of the mowing season for the first 2 years of this contract the City shall have the option to renew the Agreement, one year at a time, and pending approval of funding, under the same terms and conditions, provided there are minimal increases.**

The Scope of Work includes all labor and materials necessary for mowing of City owned properties and rights-of-way.

Bid packages are available from the Department of Parks and Recreation's Community Center at no charge or online at [www.cityofcrestwood.org](http://www.cityofcrestwood.org). **Please register with Phil Lanio, Recreation Manager, at [planio@cityofcrestwood.org](mailto:planio@cityofcrestwood.org).**

The City of Crestwood is a tax exempt entity. A project exemption certificate will be supplied to the successful contractor.

**Locations of the parcels/lots/areas to be maintained under the contract will be found at the end of this bid packet.** Additional questions should be directed to Bryan Reeves, Parks Crew Leader at 314-729-4732.

A bid security in the amount of five percent (5%) of the estimated first year's annual billing must accompany each bid in accordance with the Instructions to Bidders.

The City of Crestwood will award a contract based on the proposal that, in its sole discretion, best meets the interests and requirements of the City. The City of Crestwood reserves the right in its sole discretion to reject any and all proposals, to waive technicalities or deficiencies in any or all the proposals, to negotiate with any or all bidders or others for other or more favorable terms or prices, and/or to award the contract to other than the bidder submitting the lowest cost proposal, with or without negotiation.



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## **INSTRUCTIONS TO BIDDERS**

### **ARTICLE 1**

#### **DEFINITIONS**

1.1 Bidding Documents include the Invitation to Bid, Instructions to Bidders, the Bid form and the proposed Contract Documents including any Addenda issued prior to receipt of bids. The Contract Documents proposed for the Work consists of the City-Contractor Agreement, Non-Collusion Affidavit, the Drawings, the Specifications, the Construction Schedule, all Addenda, and all Modifications.

1.2 All definitions set forth in the General Conditions of City-Contractor Agreement or in other Contract Documents are applicable to the Bidding Documents.

1.3 Addenda are written or graphic instruments issued prior to the execution of the City-Contractor Agreement which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.

1.4 A Bid is a complete and properly signed proposal to do the Work or a designated portion thereof for the sums stipulated therein, submitted in accordance with the Bidding Documents.

1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base to which work may be added or from which work may be deleted for sums stated in Alternate Bids.

1.6 An Alternate Bid is an amount stated in the Bid to be considered in place of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials or services as described in the Bidding Documents or in the proposed Contract Documents.

1.8 A Bidder is a person or entity who submits a Bid.

1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials or labor for a portion of the Work.

### **ARTICLE 2**

#### **BIDDER'S REPRESENTATIONS**

2.1 Each Bidder by making their Bid represents and warrants that:

## **CITY OF CRESTWOOD, MISSOURI – MOWING SERVICES**

2.1.1 They have read and understand the Bidding Documents and their Bid is made in accordance therewith.

2.1.2 They have visited the site, has familiarized themselves with the local conditions under which the Work is to be performed and have correlated their observations with the requirements of the proposed Contract Documents.

2.1.3 Their bid is based upon the materials, products, systems and equipment required by the Bidding Documents.

### **ARTICLE 3**

#### **BIDDING DOCUMENTS**

##### **3.1 COPIES**

3.1.1 Bidders may obtain complete sets of the Bidding Documents from the issuing office designated in the Invitation to Bid in the number and for the deposit sum, if any, stated therein.

3.1.2 Each Bidder shall use a complete set of Bidding Documents in preparing their Bid.

##### **3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS**

3.2.1 Bidders shall promptly notify the City of any ambiguity, inconsistency or error which they may discover upon examination of the Bidding Documents or of the site and local conditions.

3.2.2 Bidders may request clarification or interpretation of the Bidding Documents by making a written request which shall reach the City at least seven (7) days prior to the date for receipt of Bids.

3.2.3 Any interpretation, correction or change of the Bidding Documents will be made by Addendum. Interpretations, corrections or changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections and changes.

3.2.4 If the City determines that clarification of the terms and conditions of the Bidding Documents is necessary, an Addendum will be made available to all Bidders setting forth such clarification.

##### **3.3 SUBSTITUTIONS**

3.3.1 The materials, products, systems and equipment described in the Bidding Documents establish a minimum standard of required function, dimension, appearance and quality which must be met by any proposed substitution.

3.3.2 No substitution of the materials, products, systems and equipment described in the

## **CITY OF CRESTWOOD, MISSOURI – MOWING SERVICES**

Bidding Documents will be considered prior to receipt of Bids unless written request for approval has been received by the City at least seven (7) days prior to the date for receipt of Bids. Each such request shall include the name of the material, product, system or equipment for which substitution will be made and a complete description of the proposed substitute including drawings, costs, performance and test data and any other information necessary for an evaluation. A statement setting forth any changes in other materials, products, systems or equipment or other Work that incorporation of the substitute would require shall be included in each such request. The City, in its sole discretion, may approve or disapprove the proposed substitute.

3.3.3 If the City approves any proposed substitution prior to receipt of Bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.

3.3.4 No substitutions will be considered after the Contract is awarded unless specifically provided in the Contract Documents.

### **3.4 ADDENDA**

3.4.1 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of Bidding Documents.

3.4.2 Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

3.4.3 No addenda will be issued later than four (4) days prior to the date for receipt of Bids, except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

3.4.4 Prior to submitting his Bid, each Bidder shall ascertain that they have received all Addenda issued, and he shall acknowledge receipt of all such Addenda in their Bid.

## **ARTICLE 4**

### **BIDDING PROCEDURE**

#### **4.1 FORM AND STYLE OF BIDS**

4.1.1 Attached to the Contract Documents are a complete set of Bid Forms to be signed and submitted as the Contractor's Formal Bid.

4.1.2 All blanks on the Bid Form shall be filled in by typewriter, electronically, or manually in ink.

4.1.3 Where so indicated by the make-up of the Bid Form, dollar amount shall be expressed in both words and figures and in case of discrepancy between the two, the amount written in words shall govern.

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4.1.4 Any interlineations, alteration or erasure must be initialed by the signer of the Bid.

4.1.5 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of their bid security, state their refusal to accept award of less than the combination of Bids they so stipulates. The Bidder shall make no additional stipulations on the bid form nor qualify their Bid in any other manner.

4.1.6 Each copy of the Bid shall include the legal name of the Bidder and a statement that the Bidder is a sole proprietor, a partnership, a corporation, or some other legal entity. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder.

### **4.2 BID SECURITY**

4.2.1 Each Bid shall be accompanied by a certified check or bank draft on a responsible solvent bank or a satisfactory bid bond executed by the Bidder and surety company and payable to the City of Crestwood, Missouri, in the amount of not less than five percent (5%) of the Base Bid of the estimated first year's annual billing plus the greatest of the Alternate Bids. If the Bidder fails to enter into a contract with the City on the terms stated in his Bid, or fails to furnish a performance bond as required by the Contract Documents, the amount of the Bid Bond shall be forfeited to the City as liquidated damages, not as a penalty.

4.2.2 The City will have the right to retain the Bid Bond of Bidders to whom an award is being considered until either (a) the City-Contractor Agreement has been executed or the performance bond has been furnished, (b) the specified time has elapsed so that Bids may be withdrawn, or (c) all Bids have been rejected. The Bid Bond of all Bidders to whom an award is not being considered shall be returned promptly after the bid opening.

### **4.3 SUBMISSION OF BIDS**

4.3.1 Bidders must complete and submit with their bids the "Non-Collusion Affidavit" included with the Bid Form and a five percent (5%) Bid Bond based on the estimated first year's annual billing.

4.3.2 All copies of the Bid, the Bid Bond and any other documents required to be submitted with the Bid shall be enclosed in a sealed envelope. The envelope shall be addressed to Crestwood Parks and Recreation, 9245 Whitecliff Park Lane, Crestwood, Missouri 63126, and shall be identified with the Project name, the Bidder's name and address and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

4.3.3 Bids shall be deposited at the designated location prior to the time and date for receipt of Bids indicated in the Invitation to Bid, or any extension thereof made by an Addendum. Bids received after the time and date for receipt of Bids will be returned unopened.

4.3.4 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

**4.4 MODIFICATION OR WITHDRAWAL OF BID**

4.4.1 A Bid may not be modified, withdrawn or cancelled by the Bidder within sixty (60) days following the time and date designated for the receipt of Bids, and each Bidder so agrees in submitting his Bid.

4.4.2 Prior to the time and date designated for receipt of Bids, any Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder or by telegram. If by telegram, written confirmation over the signature of the Bidder shall be mailed and postmarked on or before the date and time set for receipt of Bids, and it shall be so worded as not to reveal the amount of the original Bid.

4.4.3 Withdrawn Bids may be resubmitted up to the time designated for the receipt of Bids provided that they are then fully in conformance with these instructions to Bidders.

4.4.4 The amount of the Bid Bond shall be in an amount sufficient for the Bid as modified or resubmitted.

**ARTICLE 5****CONSIDERATION OF BIDS****5.1 OPENING OF BIDS**

5.1.1 Unless stated otherwise in the Invitation to Bid, the properly identified Bids received on time will be opened publicly and will be read aloud.

**5.2 REJECTION OF BIDS**

5.2.1 The City shall have the right to reject any or all Bids, to reject a Bid not accompanied by a Bid bond or by other data required by the Bidding Documents, to reject a Bid which is in any way incomplete or irregular and to rebid the Work at a later date if all Bids are rejected.

**5.3 ACCEPTANCE OF BID (AWARD)**

5.3.1 The City may make any investigation of a Bidder as it deems necessary to determine the ability of a Bidder to perform the Work. Bidders shall furnish information regarding their qualifications upon the reasonable request of the City. The City reserves the right to reject any and all Bids for any reason.

5.3.2 It is the intent of the City to award the Contract to the lowest responsible Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. However, the City reserves the right to accept the Bid which, in the City's judgment, is in the best interest of and most advantageous to the City even if

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not the lowest bid. The City shall have the right to waive any informality or irregularity in any Bid or Bids received and to accept the Bid or Bids which, in its judgment, is in the City's own best interests.

5.3.3 The City shall have the right to accept Alternates in any order or combination, and to determine the low Bidder on the basis of the sum of the Base Bid and the Alternates accepted.

### **ARTICLE 6**

#### **AWARD OF CONTRACT**

6.1 Following receipt to the satisfaction of the City of all information required under Paragraph above, the City shall mail to the successful Bidder the Notice of Award of the Contract.

6.2 Within five (5) working days from the date of receipt of the Notice of Award, the successful Bidder shall execute and deliver to the City the Contract Documents and the Certificates of Insurance required by subparagraph 10.1.3 of the General conditions. In the event the successful Bidder fails to execute and deliver the Contract Documents, the Bonds and the Certificates of Insurance as aforesaid, the City may, at its option, consider the Bidder in default and award the Contract to another Bidder, in which case the Bid Bond of the defaulting Bidder shall be forfeited to the City.

### **ARTICLE 7**

#### **PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND**

##### **7.1 BOND REQUIREMENTS**

7.1.1 No Performance Bond will be required.

### **ARTICLE 8**

#### **FORM OF AGREEMENT BETWEEN CITY AND CONTRACTOR**

8.1 Unless otherwise required in the Bidding Documents, the City-Contractor Agreement for the Work shall be in the form attached hereto.

**CITY OF CRESTWOOD, MISSOURI – MOWING SERVICES****ARTICLE 9 - BID FORM****BIDTIME: 2:00 PM****TO: THE CITY OF CRESTWOOD****BID DATE: 1/29/2026**

The bidder declares that they have had an opportunity to examine the sites of the work and they have examined the contract documents therefore, and that they have prepared their proposal upon the basis thereof having carefully examined the site and having read and understood all the Contract Documents, and being familiar with the local conditions affecting the work, hereby proposes to furnish all labor, materials, equipment and services required for the performance and completion of said project in accordance with the said Contract Documents or the following itemized bid.

**Mowing Services Year 1**

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	Per Cycle Charge for Mowing	Cycle	28		
2	Per Cycle Charge for Mowing Trail	Cycle	28		
3	Hourly Rate per Man Hour (additional work not included in item #1 or #2)	Hour			
GASOLINE SURCHARGE					
TOTAL BASE BID – <b>YEAR 1</b>					

**Mowing Services Year 2**

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	Per Cycle Charge for Mowing	Cycle	28		
2	Per Cycle Charge for Mowing Trail	Cycle	28		
3	Hourly Rate per Man Hour (additional work not included in item #1 or #2)	Hour			
GASOLINE SURCHARGE					
TOTAL BASE BID – <b>YEAR 2</b>					

**Mowing Services Year 3**

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	Per Cycle Charge for Mowing	Cycle	28		
2	Per Cycle Charge for Mowing Trail	Cycle	28		
3	Hourly Rate per Man Hour (additional work not included in item #1 or #2)	Hour			
GASOLINE SURCHARGE					
TOTAL BASE BID – <b>YEAR 3</b>					

**Gas Surcharge price point** \_\_\_\_\_**3 YEAR BID TOTAL** \_\_\_\_\_

**IB-7**  
**CITY OF CRESTWOOD, MISSOURI – MOWING SERVICES**

**NON-COLLUSION AFFIDAVIT**

STATE OF \_\_\_\_\_,

COUNTY OF \_\_\_\_\_,

\_\_\_\_\_, being first duly sworn, deposes and says that they are \_\_\_\_\_ \*(sole owner, partner, president, secretary, etc.) of \_\_\_\_\_, 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 had 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 or anyone interested in the proposed contract; that all statements contained in such bid are true; and, further, that said bidder had not, directly or indirectly, submitted their 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 their general business.

SIGNED:

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(Name)

---

(Title)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Seal of Notary:

Notary Public Name (printed) \_\_\_\_\_

Notary Public Name (signature) - \_\_\_\_\_



Department of Parks and Recreation

**DRAFT - SAMPLE**

AGREEMENT

BETWEEN

THE CITY OF CRESTWOOD, MISSOURI  
("CITY")

AND

---

("CONTRACTOR")

FOR

MOWING SERVICES

BID DUE DATE THURSDAY, DECEMBER 18, 2025 10:00AM

## AGREEMENT

THIS AGREEMENT is made and entered into as of this 29 day of January, 2026 by, and between the City of Crestwood, Missouri (“City”), One Detjen Drive, Crestwood, Missouri, and \_\_\_\_\_ (“Contractor”), with offices at \_\_\_\_\_

WITNESSETH THAT:

WHEREAS, the City issued a Request for Bids dated January 15, 2026 for bids for mowing services entitled “Mowing Services” (“RFB”); and

WHEREAS, Contractor submitted a bid in response to the City’s RFB on or before January 29, 2026 at 10:00 a.m. (“Bid”); and

WHEREAS, the City has selected the Contractor to provide mowing services in accordance with the terms of the RFB and the Bid.

NOW, THEREFORE, in consideration of the premises and of the mutual promises, covenants and agreements herein contained, the parties do hereby agree as follows:

1. Contractor Selection. City does hereby employ Contractor for the purpose of performing the services and work set out herein and per the scope as set forth in the RFB and in the Bid, and Contractor agrees to perform such services and work and to provide such material (hereafter the “Work”).

2. Work and Project. The Work to be performed includes the furnishing of all necessary professional, technical and other services and equipment for mowing services, as described in Exhibit A attached hereto (“Project”). Contractor shall perform all of the Work described in this Agreement and in the RFB and in the Bid attached hereto and made a part hereof in Exhibit A, in accordance with the terms and conditions hereof (the “Contract Documents”). In connection with the Work and the Project, the City requests the Contractor to use American products whenever the quality and price are comparable with other products.

3. Assignment-Subcontracting. No part of the Work to be performed by Contractor hereunder shall be assigned or subcontracted without the prior written consent of City. The consent of City shall in no way relieve the Contractor of its responsibility for the quality and performance of the Work. Contractor shall include in any such consented to subcontract all of the terms and conditions of this Agreement and make any subcontractor(s) subject thereto.

4. Compensation and Payment. City shall pay Contractor for the Work and Project, the total not to exceed amount of \_\_\_\_\_ thousand dollars and zero cents (\$\_\_\_\_\_\_). That amount shall be payable in one lump sum payment to Contractor, in accordance with the provisions of Exhibit 2 attached thereto and incorporated herein by reference. City shall have the right, upon reasonable prior notice, to examine all of the pertinent records of Contractor.

5. Notice. Any notice required or permitted to be delivered hereunder shall be in writing and shall be deemed to have been delivered on the earliest to occur of (a) actual receipt; or (b) three (3) business days after having been deposited in the U.S. Mail, postage prepaid, certified mail, return receipt requested; or (c) one business day after having been deposited with a reputable overnight express mail service that provides tracking and proof of receipt of items mailed to the parties as follows (or to such other addressee or address as shall be set forth in a notice given in the same manner):

City: Director of Parks and Recreation  
City of Crestwood  
9245 Whitecliff Park Lane  
Crestwood, MO 63126

Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. Providing of Information. Upon reasonable request by Contractor, City will provide to Contractor such relevant information of record as is available to City. It is understood that City has no responsibility for the accuracy of any such information provided.

7. Contractor Responsibilities. Contractor shall be responsible for:

- (a) Performance of all Work in accordance with the instructions issued by City, and the terms and provisions of this Agreement.
- (b) The professional quality, technical accuracy and coordination of all Work and, without additional compensation, the correction of any errors or deficiencies in the Work.
- (c) Contractor and any subcontractors shall maintain all records pertaining to costs incurred and make such records available for inspection by City at all reasonable times during the performance of the Work and **for a period of three (3) years** from the date of final payment hereunder. Copies of any such records shall be furnished to City, if requested by City.

8. **Term and Time of Completion.** The term of this Agreement shall commence as of the date hereof and continue until the Project is complete and accepted by the City, and final payment is made to the Contractor, unless terminated sooner by the City as provided herein. The Work shall be completed within the contract period. Contractor shall commence work on the Project upon issuance by the City of a Notice to Proceed. All time limits stated in the Contract Documents are of the essence. Should the Contractor, or in case of default, the surety, fail to complete the Work and the Project within the completion date specified, a deduction of the amount stipulated in Article 14 will be made for each day that the Work remains uncompleted.

9. **Agreement Changes.** The City may make changes to this Agreement, provided that no changes shall be made to the scope of the Work, time of performance, compensation or any provision which may affect the cost of the Work, without a written amendment to this Agreement executed by both parties. Any amendments to this Agreement mutually agreed to shall be in writing and signed by the City and the Contractor.

10. **Document Forms.** Documents to be prepared by Contractor hereunder are to be on forms provided by the City, to the extent practicable and relevant.

11. Contractor Insurance. Contractor shall procure and maintain during the period of this Agreement insurance, as follows:

(a) Workers' Compensation as required by law and employer's liability coverage in an amount not less than \$2,000,000.

(b) Commercial general liability which provides combined single limit coverage, including property damage and bodily injury, including:

Death	\$2,000,000 each person \$2,000,000 each occurrence
Property Damage	\$2,000,000 each occurrence \$2,000,000 general aggregate

(c) Automobile liability, which provides combined single limit coverage, including:

Death	\$2,000,000 each person \$2,000,000 each occurrence
Property Damage	\$2,000,000 each accident

(d) Professional liability      \$2,000,000 each occurrence  
    \$2,000,000 general aggregate

The commercial general liability policy shall be endorsed to cover the liability of Contractor hereunder. City shall be named as an additional insured on the commercial general liability and automobile liability policies and such insurance shall be primary and non-contributory with respect to any insurance maintained by the City. Each such policy shall be written by a company or companies licensed to do business in the state of Missouri and acceptable to the City. Certificates of insurance shall be furnished to City prior to the commencement of the Work. Each such policy shall provide that it shall not be canceled or altered, without 15 days prior written notice to City. **The certificate of insurance must state "the City of Crestwood is an additional insured on a primary and non-contributory basis."**

12. Contractor Bonds. Section not used.

13. Contractor Indemnity. Contractor shall indemnify and hold harmless the City, its board of aldermen, officers, representatives, agents and employees, from and against any and all

liabilities, demands, losses, claims or suits, including costs and reasonable attorneys' fees, for and on account of any kind of injury, loss or damage, or any other circumstances, sustained by the City, its board of aldermen, officers, representatives, agents and employees, arising from the breach of this Agreement or resulting from the negligent acts, errors or omissions of Contractor, any subcontractor, and each of their respective agents, employees or contractors arising out of the Work.

14. Performance of the Work. Contractor's completion of the Work and the Project in accordance with the time limits set forth in Article 8, Term and Time of Completion, is an essential condition of this Agreement. If the Contractor fails to complete the Work and the Project in accordance with the requirements of Article 8, unless the delay is excusable under the provisions of Article 17 hereof, the Contractor shall pay the City as liquidated damages and not as a penalty, the sum of \$100.00 for each calendar day the Contractor fails to comply with Time of Completion. The total amount so payable to the City as liquidated damages may be deducted from any sums due or to become due to Contractor from City.

15. Prevailing Wage Requirements. Section not used.

16. OSHA Training Program. Contractor shall require all of its on-site employees to complete a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program which includes a course in construction safety and health approved by OSHA, or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program; unless such employees of Contractor previously have completed the required program.

The Contractor shall forfeit as a penalty to the City the sum of two thousand five hundred dollars (\$2,500.00) plus one hundred dollars (\$100.00) for each employee employed by Contractor or any subcontractor, for each calendar day or portion thereof, such employee is employed without the required training. The penalty shall not begin to accrue until the applicable time periods included in Section 292.675, Missouri Revised Statutes, have elapsed.

17. Delays beyond Contractor's Control. (a) If the Contractor fails to complete the Work and the Project in accordance with Article 6 solely as a result of the act or neglect of the City, or by strikes, lockouts, fire or other similar causes beyond the Contractor's control, the Contractor shall not be required to pay liquidated damages to the City pursuant to Article 14 hereof. If, as a result of any such cause beyond the Contractor's control, the delay in completion of the Work in accordance with Article 8 is so great that it cannot be remedied in the aforesaid manner, or if the backlog of Work is so great that it cannot be remedied without incurring additional cost which the City does not authorize, then the time of completion shall be extended. The period of delay and extension shall be determined by the City.

(b) Notwithstanding the foregoing paragraph (a), no extension of time shall be granted for any delay the cause of which occurs more than seven (7) days before claim therefore is made in writing by the Contractor to the City, and no extension of time shall be granted if the Contractor could have avoided the need for such extension by the exercise of reasonable care and foresight. In the case of a continuing cause of delay, only one claim is necessary.

(c) Weather may constitute a cause for granting an extension of time.

(d) In the event a delay is caused by the City, the Contractor's sole remedy shall consist of its rights under this Article 17.

18. City Representative. The City representative shall be the Director of Parks and Recreation, provided that the City Administrator may, at his sole discretion, designate another City representative from time to time. In such event, City shall notify Contractor of such change in writing.

19. Conflict-Discrepancy. In the event of any conflict or discrepancy between the terms of this Agreement and Exhibits A and B hereof, the terms and provisions of this Agreement shall govern.

20. Severability. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be deemed severable. In such event, this Agreement shall be enforced as if such invalid or unenforceable provision had never formed a part of this Agreement and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the invalid or unenforceable provision.

21. City Decisions. The City will determine whether the documents to be furnished hereunder are in compliance with the requirements of this Agreement and will decide all questions which may arise concerning the proper performance of this Agreement. The City's decisions in these respects shall be final and conclusive.

22. Contractor Warranties. Contractor warrants and represents that it has the experience, skill, expertise, personnel and equipment necessary in order to perform and to complete the Work and the Project and that it will perform all of such Work in accordance with the terms hereof and in accordance with the highest standards of competency, in a professional and workmanlike manner.

23. Ownership Rights. The City shall own all right, title and interest, including without limitation, all copyrights and intellectual property rights, to all documents and work product of Contractor created in performance of or relating to this Agreement.

24. Immunity Retention. By execution and performance of this Agreement, the City does not intend to, nor shall it be deemed to have waived or relinquished any immunity or defense on behalf of the City, and the City's board members, officers, directors, servants, employees, agents, successors or assigns.

25. Legal Compliance. Contractor and its employees, agents and representatives shall comply with the City's policies and procedures and all applicable federal, state, county, municipal and other governmental statutes, laws, rules, orders, regulations, codes and ordinances required of Contractor in performing the services pursuant to this Agreement.

26. E-Verify. In accordance with Section 285.530, RSMo., 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 contracted services. Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

27. Independent Contractor. Contractor shall perform all services as an independent contractor and not as an employee of the City. The City shall not assume any liability for the direct payment of any salary, wage, workers compensation, income tax withholding, or any other type of compensation to Contractor for the services. Contractor shall obtain as necessary and pay for all permits, fees, licenses and taxes applicable to Contractor and the services for the project.

28. Waiver. No failure on the part of either party at any time to require the performance by the other party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such party's right to enforce such term, and no waiver on the part of either party of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof.

29. Binding Effect. This Agreement shall become effective immediately upon the execution of same by the duly authorized representatives of the City and Contractor.

30. Termination. City shall have the right to terminate this Agreement at any time and for any reason upon ten (10) days advance written notice. In the event of such termination, Contractor shall be compensated in accordance with the terms of the Agreement for all services performed to the effective date of such termination, plus any approved costs. All drawings and documents prepared by Contractor shall become the property of City.

31. Governing Law-Jurisdiction. This Agreement shall be governed, construed and interpreted under Missouri law, and shall be deemed to be executed and performed in the County of St. Louis, Missouri. Any legal action arising out of, or relating to this Agreement shall be governed by the laws of the State of Missouri, and the parties agree to the exclusive exercise of jurisdiction and

venue over them by a court of competent jurisdiction located in the County of St. Louis, Missouri, or federal court located in the City of St. Louis, Missouri.

32. Contractor Representations. Contractor acknowledges and represents that (i) Contractor is legally authorized to transact business in the State of Missouri and to provide the services required hereunder, (ii) the entering into this Agreement has been duly approved by the Contractor, and (iii) the undersigned is duly authorized to execute this Agreement on behalf of Contractor and to bind Contractor to the terms hereof.

33. Headings. All paragraph headings contained in this Agreement are for convenience of reference only, do not form a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement.

34. Fiscal Funding. While the parties intend for the term of this Agreement to be three (3) years, to the extent that City appropriation of funds may be applicable, the term is subject to, and conditioned on, the appropriation, availability and budgeting of sufficient funds. For any fiscal year of the City during the term hereof, in the event that sufficient funds are not available to the City, are not able to be appropriated by the City or cannot be budgeted by the City for the services hereunder, the City shall have the right to terminate this Agreement upon prior written notice to Contractor prior to the beginning of any such fiscal year. The City shall use reasonable efforts to avoid termination of this Agreement based on lack of fiscal funding. In the event of any such termination, the City shall pay Contractor for the services performed up to the date of termination.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on:

---

Day / Month / Year

**CITY OF CRESTWOOD, MISSOURI:**

By: \_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_  
City Clerk

**CONTRACTOR:**

By: \_\_\_\_\_  
Owner / Manager

ATTEST: \_\_\_\_\_

## **EXHIBIT A**

### **SCOPE OF SERVICES**

#### **MOWING SERVICES**

1. The City's Request for Bids for the Mowing Services project; and also,
2. The Contractor's Bid.

## **EXHIBIT B**

### **PAYMENT**

Upon completion of the Work and the Project, Contractor shall submit to the City an application or request for payment along with adequate supporting documentation, for all labor performed and material provided and installed, all of which shall be acceptable to the City.

Upon receipt and approval of the application or request for payment, the related supporting documentation, product warranty documentation, and the affidavit as to compliance with prevailing wage requirements, the City shall make payment in full to the Contractor within thirty (30) days.

# **CITY OF CRESTWOOD, MISSOURI – MOWING SERVICES**

## **GENERAL CONDITIONS OF CITY-CONTRACTOR AGREEMENT**

### **ARTICLE I**

#### **CONTRACT DOCUMENTS**

##### **1.1 DEFINITIONS**

1.1.1 The Contract Documents. The Contract documents consist of the City-Contractor Agreement, General Conditions of the City-Contractor Agreement, the Drawings, the Specifications, all Addenda and all Modifications issued after execution of the Contact. A Modification is (1) a written amendment to the Contract signed by both parties, and (2) a Change Order.

1.1.2 The Contract. The Contract documents form the Contract. The Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, both written and oral, including the bidding documents. The Contract may be amended or modified only by a Modification as defined in Subparagraph 1.1.1.

1.1.3 The Work. The term Work includes all labor and materials necessary to complete the maintenance required by the Contract Documents.

1.1.4 Notice to Proceed. The written notice from the City notifying the Contractor of the date on or before which he is to begin prosecution of the work.

##### **1.2 EXECUTION, CORRELATION, INTENT AND INTERPRETATIONS**

1.2.1 The Contract Documents shall be signed in not less than triplicate by the City and Contractor.

1.2.2 The Contractor represents that he has visited the site, familiarized himself with the local conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents.

1.2.3 The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. The intention of the Contract Documents is to include all labor, materials, equipment and other items as provided in Subparagraph 3.3 necessary for execution and completion of the Work. Words which have well-known technical or trade meanings are used herein in accordance with such recognized meanings.

##### **1.3 COPIES FURNISHED AND OWNERSHIP**

1.3.1 Unless otherwise provided in the Contract Documents, the Contractor will be furnished a maximum of six (6) copies, free of charge, of the Drawings and Specifications for the execution of the work.

## **CITY OF CRESTWOOD, MISSOURI – MOWING SERVICES**

1.3.2 All Specifications and copies thereof furnished by the City are and shall at all times remain property of the City. Such documents shall not be used on any other project. At the conclusion of the job, the Contractor shall submit one (1) set of mark ups for as built.

### **ARTICLE II**

#### **CITY**

##### **2.1 DEFINITION**

2.1.1 The City is the person or organization identified as such in the City-Contractor Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term City means the City or its authorized representative.

##### **2.2 CITY'S RIGHT TO STOP THE WORK**

2.2.1 If the Contractor fails to correct defective Work or fails to supply materials or equipment in accordance with the Contract Documents, the City may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

##### **2.3 CITY'S RIGHT TO CARRY OUT THE WORK**

2.3.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, or fails to perform any provision of the Contract, the City may, after seven (7) days' written notice to the Contractor and without prejudice to any other remedy he may have, make good such deficiencies. In such case an appropriate Change Order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the City promptly upon request.

### **ARTICLE III**

#### **CONTRACTOR**

##### **3.1 DEFINITION**

3.1.1 The Contractor is the person or organization identified as such in the City-Contractor Agreement and is referred to throughout the Contract Documents

. The term Contractor means the Contractor or his authorized representative.

##### **3.2 SUPERVISION AND CONSTRUCTION PROCEDURES**

3.2.1 The Contractor shall supervise and direct the Work, using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work.

##### **3.3 LABOR AND MATERIALS**

## **CITY OF CRESTWOOD, MISSOURI – MOWING SERVICES**

3.3.1 Unless otherwise specifically noted, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work.

3.3.2 The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to him. If the City reasonably objects to any person employed by the Contractor, the employee shall be immediately dismissed.

### **3.4 WARRANTY**

3.4.1 The Contractor warrants to the City that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not so conforming to these standards shall be considered defective.

### **3.5 PERMITS, FEES AND NOTICES**

3.5.1 The Contractor shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the Work.

3.5.2 The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Work. If the Contractor observes that any of the Contract Documents are at variance therewith in any respect, he shall promptly notify the City in writing and any necessary changes shall be adjusted by appropriate Modification. If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations and without such notice to the City, the Contractor shall assume full responsibility thereof and shall bear all costs attributable thereto.

### **3.6 SUPERINTENDENT**

3.6.1 The Contractor shall employ a competent superintendent and necessary assistants who will be responsible for the satisfactory progression of the work and to ensure that all work is being completed in accordance with the plans and specifications. He is also to relay any conflicts or discrepancies that arise to the City's representative for resolution or interpretation. The superintendent shall represent the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor.

### **3.7 RESPONSIBILITY FOR THOSE PERFORMING THE WORK**

3.7.1 The Contractor shall be responsible to the City for the acts and omissions of all his employees and all other persons performing any of the Work under a Contract with the Contractor.

## **CITY OF CRESTWOOD, MISSOURI – MOWING SERVICES**

### **3.8 INDEMNIFICATION**

3.8.1 The Contractor shall indemnify and hold harmless the City and its agents and employees from and against any and all claims, damages, losses and expenses including attorneys' fees arising out of or resulting in any way, directly or indirectly, from the performance of the Work, including, but not limited to, any such claim, damage, loss or expense that is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting there from unless such claims, damages or losses are caused solely by the negligent act of the City.

3.8.2 In any and all claims against the City or any of its agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any one of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph 3.11 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

### **ARTICLE IV**

#### **SUBCONTRACTORS**

4.1 Subcontractors are not allowed on this project.

### **ARTICLE V**

#### **CITY'S RIGHT TO AWARD SEPARATE CONTRACTS**

5.1 The City reserves the right to award other contracts on other terms and conditions in connection with other portions of the Project.

### **ARTICLE VI**

#### **MISCELLANEOUS PROVISIONS**

##### **6.1 GOVERNING LAW**

6.1.1 The Contract shall be governed by the laws of the State of Missouri.

##### **6.2 SUCCESSORS AND ASSIGNS**

6.2.1 The City and the Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract without the prior written consent of the other, nor shall the Contractor assign any sums due or to become due to him hereunder, without the prior written consent of the City.

## **CITY OF CRESTWOOD, MISSOURI – MOWING SERVICES**

### **6.3 NOTICES**

6.3.1 Any notice to any party pursuant to or in relation to the Contract shall be in writing and shall be deemed to have been duly given when delivered in person to the individual or member of the firm or to an officer of the corporation for whom it was intended, or when deposited in the United States mail, registered or certified with postage prepaid addressed to the last business address known to the party giving the notice.

### **6.4 RIGHTS AND REMEDIES**

6.4.1 The duties and obligations imposed by the Contract Documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

## **ARTICLE VII**

### **TIME**

### **7.1 DEFINITIONS**

7.1.1 The Contract Time shall be from January 1, 2026 through December 31, 2028.

7.1.2 The date of commencement of the Work is the date established in the written Notice to Proceed from the City to the Contractor.

## **ARTICLE VIII**

### **PAYMENTS AND COMPLETION**

### **8.1 CONTRACT SUM**

8.1.1 The Contract Sum is stated in the City-Contractor Agreement and is the total amount payable by the City to the Contractor for the performance of the Work.

### **8.2 APPLICATION FOR PAYMENT**

8.2.1 On or about the tenth day of each following month, one-hundred percent (100%) of the portion of the Contract Sum properly allocable to labor, materials and equipment incorporated into the Work, and one-hundred percent (100%) of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site to be incorporated into the Work, through the period ending up to the twentieth of the preceding month, less the aggregate of all previous progress payments;

8.2.2 The Contractor warrants and guarantees that title to all Work, materials and equipment covered by an Application for Payment, whether incorporated into the Work or not, will pass to

## **CITY OF CRESTWOOD, MISSOURI – MOWING SERVICES**

the City upon the receipt of such payment by the Contractor, free and clear of all liens, claims, security interests or encumbrances (hereinafter referred to as "liens").

### **8.3. PAYMENT**

8.3.1 If the Contractor has made Application for Payment as above, the City will, in accordance with the City-Contractor Agreement, make payment to the Contractor for such amount as it determines to be properly due pursuant to the Contractor's Application for Payment, or state in writing the City's reasons for withholding all or any portion of such payment.

8.3.2 No progress payment, nor any partial or entire use or occupancy of the Work by the City, shall constitute an acceptance of any Work not completed in accordance with the Contract Documents.

## **ARTICLE IX**

### **PROTECTION OF PERSONS AND PROPERTY**

#### **9.1 SAFETY PRECAUTIONS AND PROGRAMS**

9.1.1 The Contractor shall initiate, maintain and supervise safety precautions and programs in connection with the performance of the Work.

#### **9.2 SAFETY OF PERSONS AND PROPERTY**

9.2.1 The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

1. all employees of the Work and all other persons who may be affected thereby;
2. all the Work, all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or any of his Subcontractors or Sub-subcontractors; and
3. other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

9.2.2 The Contractor shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority having jurisdiction over the safety of persons or property to protect them from damage, injury or loss. The Contractor shall erect and maintain all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying the City and users of adjacent utilities. The Contractor shall provide signs, barrels, or any other safety devices which the City deems necessary for public safety. No additional payment will be made and this work shall be considered incidental to the contract.

## **CITY OF CRESTWOOD, MISSOURI – MOWING SERVICES**

9.2.3 All damage or loss to any property caused in whole or in part by the Contractor, any Subcontractor, or any Sub-subcontractor, or anyone directly or indirectly employed by anyone for whose acts they may be liable, shall be remedied by the Contractor. The City shall document any complaint by any person regarding damage or loss to property caused by Contractor by requesting such complainant to complete a Damage Claim form. A copy of the Damage Claim form shall be submitted by the City to the Contractor and the Contractor shall correct the problem, repair such damage or otherwise compensate the complainant or file a claim for such damage with Contractor's insurance company within ten (10) days of the receipt of the Damage Claim form from the city. If the City shall have a legitimate basis for believing that such claim is valid, the City shall have the option to withhold payment of funds until (i) such damages are repaired; or (ii) the City has been provided with evidence that the Contractor has made restitution to the complainant.

9.2.4 The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the City.

### **ARTICLE X**

#### **INSURANCE**

##### **10.1 CONTRACTOR'S LIABILITY INSURANCE**

10.1.1 The Contractor shall purchase and maintain such insurance required in the City-Contractor Agreement to protect him from claims which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

10.1.2 The insurance shall be written for not less than any limits of liability specified in the City-Contractor Agreement, or required by law, whichever is greater.

10.1.3 Certificates of Insurance acceptable to the City shall be filed with the City prior to commencement of the Work. Certificate of Insurance must state: "The City of Crestwood is an additional insured." These Certificates shall contain a provision that coverage's afforded under the policies will not be cancelled until at least fifteen days prior written notice has been given to the City.

### **ARTICLE XI**

#### **CHANGES IN THE WORK**

##### **11.1 CHANGE ORDERS**

11.1.1 The City, without invalidating the Contract, may order Changes in the Work within the

## **CITY OF CRESTWOOD, MISSOURI – MOWING SERVICES**

general scope of the Contract consisting of additions, deletions or other revisions, with the Contract Sum and the Construction Schedule being adjusted in accordance with the City-Contractor Agreement. All such changes in the Work shall be authorized by Change Order, and shall be executed under the applicable conditions of the Contract Documents.

11.1.2 A Change Order is a written order to the Contractor signed by the City, issued after the execution of the Contract, authorizing a change in the Work or an adjustment in the Contract Sum or the Construction Schedule. The Contract Sum and the Contract Time may be changed only by Change Order.

11.1.3 The cost or credit to the City resulting from a Change in the Work shall be determined in accordance with the City-Contractor Agreement.

### **11.2 CLAIMS FOR ADDITIONAL COST**

11.2.1 If the Contractor wishes to make a claim for an increase in the Contract Sum, he shall give the City written notice thereof within twenty (20) days after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the Work. No such claim shall be valid unless so made. If the City and the Contractor cannot agree on the amount of the adjustment in the Contract Sum, it shall be determined by arbitration. Any change in the Contract Sum resulting from such claim shall be authorized by Change Order.

### **11.3 MINOR CHANGES IN THE WORK**

11.3.1 The City shall have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or the Construction Schedule and not inconsistent with the intent of the Contract Documents. Such changes may be effected by written Field Order or by other written order. Such changes shall be binding on the City and the Contractor.

## **ARTICLE XII**

### **CORRECTION OF WORK**

#### **12.1 CORRECTION OF WORK**

12.1.1 The Contractor shall promptly correct all Work rejected by the City as defective or as failing to conform to the Contract Documents, whether observed before or after substantial completion of the Work. The Contractor shall bear all cost of correcting such rejected Work.

12.2.2 The Contractor shall bear the cost of making good all work of separate contractors destroyed or damaged by such removal or correction.

12.2.2 If the Contractor fails to correct such defective or non-conforming Work, the City may correct it in accordance with Paragraph 2.3.

#### **12.3 ACCEPTANCE OF DEFECTIVE OR NON-CONFORMING WORK**

## **CITY OF CRESTWOOD, MISSOURI – MOWING SERVICES**

12.3.1 If the City prefers to accept defective or non-conforming Work, he may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect an appropriate reduction in the Contract Sum or, if the amount is determined after final payment, it shall be paid by the Contractor.

### **ARTICLE XIII**

#### **SPECIAL PROVISIONS**

##### **13.1 OVERTIME**

13.1.1 In order to provide sufficient control of work, the Contractor must receive prior approval from the Parks Crew Leader for scheduled overtime work, including work on Saturdays, Sundays, and City holidays as given below at least forty-eight (48) hours in advance of any such work. If the Contractor fails to appear on a scheduled overtime period, the City shall deduct the cost for the City's assigned personnel from the Contract Sum for the time period scheduled.

##### **CITY HOLIDAYS**

There are thirteen (13) holidays. They are:

- 1/2 day New Year's Eve
- New Year's Day
- Martin Luther King's Birthday
- President's Day
- 1/2 day Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving
- 1/2 day Christmas Eve
- Christmas Day

# CITY OF CRESTWOOD, MISSOURI – MOWING SERVICES

## SPECIFICATIONS FOR MOWING SERVICES

### GENERAL

- A. It is the intent of these Specifications to describe the minimum level of service required for this 3 year agreement.
- B. The Contractor shall provide mowing services for the areas owned by the City of Crestwood listed in the attached exhibit. All work must be performed in a manner satisfactory and acceptable to the City of Crestwood.
- C. The Contractor shall not engage or use the services of Sub-contractors in performing the Contract unless the Contractor obtains prior approval from the City.
- D. The Contractor shall provide all equipment, labor and other materials necessary to perform the services indicated.
- E. Payment for work completed shall be conditioned upon the approval of the Park Maintenance Supervisor. The Contractor shall submit an invoice itemizing services provided to the City of Crestwood at the end of each completed cycle. Upon approval of the work, Contractor will receive payment within thirty (30) days.
- F. The Contractor shall be held responsible for any damages, breakage and/or loss of the City's signs, buildings, utilities, or vegetation (i.e. trees), or any loss incurred to adjacent property, buildings, vegetation, or fences through the actions of the Contractor or his/her employees while working on the City's premises.
- G. The City of Crestwood assumes no liability for personal injury or property damage resulting from the performance of the work.
- H. It is understood that the Contractor is an independent contractor and neither Contractor nor its employees shall represent themselves as either employees or agents of the City of Crestwood. Any person employed by the Contractor who, in the opinion of the City representative(s), does not perform satisfactorily or is intemperate or rude to residents or employees of the City shall, at the written request of the City, be removed from further employ in any portion of the Contract work.

### SAFETY

- A. Proper safety precautions are to be observed at all times.
- B. All vehicle and equipment use shall be according to OSHA requirements and local and state law.
- C. Appropriate traffic control signs shall be used when working within any street right-of-way.
- D. Reasonable care shall be taken when working in the vicinity of other people and/or property. Mower blades shall be shut off when other people are within forty (40) feet of the equipment.

## **CITY OF CRESTWOOD, MISSOURI – MOWING SERVICES**

E. Any and all accidents (both personal injury and property damage) are to be reported to the Park Maintenance Supervisor.

### **MOWING CATEGORIES**

The City's mowing needs have been separated into three (3) categories

Category 1: Consists of various properties/locations where the highest quality of mowing is required. The primary piece of equipment shall be the walk behind-type, front deck, belly mount mower. Trim work shall be done with weed eaters. Mow/trim frequency varies.

Category 2: Consists of mowing each side of the paved surface of the Grants Trail Extension through the City of Crestwood. Each side of the trail is to be mowed eight (8) feet from the edge of the pavement. Additional mowing is required at the Pardee, Watson, Sappington, and Big Bend trailheads.

Category 3: Consists of the hourly rate the Contractor will charge for equipment and labor for "extra work" not listed as part of this Contract in Category 1 or 2. The Contractor shall do such extra work as may be required only upon written Work Order issued by the Parks Crew Leader (or designee). In the absence of such Work Order, no claim for additional compensation shall be considered. Extra work shall be performed in accordance with these specifications.

### **WORK ORDERS**

A. Work Orders will be used only for Category 3 type work and will be issued by the Parks Crew Leader (or his designee). See attached sample form.

B. For convenience and to save time, these Work Orders may be faxed or emailed to the Contractor's office.

C. The Work Order shall be considered fulfilled when all work specified has been completed and inspected by the Parks Crew Leader (or designee) and has been signed by both the Parks Crew Leader (or designee) and the Contractor.

### **MOWING**

A. All mowing equipment shall be equipped with sharp blades so as not to tear, but cleanly cut the blades of grass.

B. All Category 1 grass shall be cut utilizing the 1/3 rule to a height of approximately 3". Grass shall not exceed 6" of height at any time and will generally be cut when it reaches 5".

C. All Category 2 grass shall be cut utilizing the 1/3 rule to a height of approximately 3". Grass shall not exceed 7" of height at any time and will generally be cut when it reaches 6".

D. Properties shall be mowed on an "as needed" basis and the guidelines described above in sections B and C may be modified by the Superintendent of Maintenance.

## **CITY OF CRESTWOOD, MISSOURI – MOWING SERVICES**

- E. Bids shall be submitted based upon an estimated twenty-eight (28) cycles per year for Category 1 mowing and twenty-eight (28) cycles per year for Category 2 mowing.
- F. Care shall be taken to prevent the discharge of grass clippings onto any paved surface such as street, parking lot, sidewalk or driveway, and onto adjacent properties. Any material so discharged shall be removed immediately prior to proceeding with mowing of other areas. All trash and litter removed shall be disposed of by the Contractor to an off-site location.
- G. Upon completion, all mowed areas shall be free of clumped or rowed grass and tire tracks or ruts from the mowing equipment. Clippings shall be mulched (preferred) or removed but shall not lie on top of the turf. Turf shall be cut in a professional manner so as not to scalp turf or leave areas of uncut turf. Disposal of clippings shall be the responsibility of the Contractor. Mulching kits shall be installed for the final two (2) mowing cycles to facilitate leaf mulching.

### **TRIMMING**

- A. All structures, trees, utility poles, fire hydrants, signs, fences, etc. shall be trimmed closely to present an aesthetic appearance.
- B. Special care shall be given to trimming around small trees or other desirable planting so as not to inflict damage by girdling trees.
- C. All trimming must be performed concurrently with mowing operations.

### **MULCHING**

Responsible for mulching the designated areas in the Aquatic Center to a depth of 3' - 4".  
This process must be completed by May 1<sup>st</sup> annually.

### **INSPECTION**

Contractor shall make notification to the Parks Crew Leader, either in person, by telephone, or by fax, no later than the next work day that certain locations have been completed and ready for the required inspection by the Parks Crew Leader (or designee).

### **GENERAL/MISCELLANEOUS**

- A. The Contractor shall provide adequate supervision of all work crews at all times while performing work under this Contract. Personal supervision is not required provided that equipment or other means are provided that enable the work crew to communicate with the Contractor at all times.
- B. Work crews shall wear shirts and generally maintain a well-kept appearance during work activities.
- C. Mowing shall take place between the hours of 7:00 a.m. and 6:00 p.m. Monday through Friday, unless approved alternative hours are agreed upon with the Superintendent of Maintenance. No mowing or trimming shall take place at any site on legal holidays falling within the Contract period.

**CITY OF CRESTWOOD, MISSOURI – MOWING SERVICES**



NO. \_\_\_\_\_  
WORK ORDER SAMPLE FORM

Name of Contractor: \_\_\_\_\_

Authorized by: \_\_\_\_\_ Date: \_\_\_\_\_

Address/Location of Requested Work: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Description of Work: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date work was started: \_\_\_\_\_

Date work was completed: \_\_\_\_\_

Date of request for final inspection: \_\_\_\_\_

Date work was inspected: \_\_\_\_\_ Inspected by: \_\_\_\_\_

Approved: Yes \_\_\_\_\_ No \_\_\_\_\_ If "No", state reason(s) and notify Contractor no later than the following work day.  
\_\_\_\_\_  
\_\_\_\_\_

Date Contractor was notified of failed inspection: \_\_\_\_\_ by: \_\_\_\_\_

Date of follow-up inspection: \_\_\_\_\_ by: \_\_\_\_\_

Follow-up inspection approved: Yes \_\_\_\_\_ No \_\_\_\_\_ by: \_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_

**CONTRACTOR MUST SUBMIT A COPY OF THIS WORK ORDER ALONG  
WITH INVOICE FOR PAYMENT**

# CITY OF CRESTWOOD - CONTRACTUAL MOWING LIST

Week Of: \_\_\_\_\_

LOCATION	DESCRIPTION OF AREA MOWED	MOWED
Whitecliff Park	All (Including off of Vauk Ln. and Quarry areas)	Y <input type="checkbox"/> N <input type="checkbox"/> Partially <input type="checkbox"/>
Crestwood Park	All (Including across walkbridge off Lindenhurst) Minimal mowing of the boarders of the Back to Nature Prairie Restoration Project on the North end of the Park	Y <input type="checkbox"/> N <input type="checkbox"/> Partially <input type="checkbox"/>
Spellman Park	All (Including roadsides on Spellman and Tahiti)	Y <input type="checkbox"/> N <input type="checkbox"/> Partially <input type="checkbox"/>
Rayburn Park	All	Y <input type="checkbox"/> N <input type="checkbox"/> Partially <input type="checkbox"/>
Sanders Park	All	Y <input type="checkbox"/> N <input type="checkbox"/> Partially <input type="checkbox"/>
Ferndale	All (Includes Diversey @ Briarton island)	Y <input type="checkbox"/> N <input type="checkbox"/> Partially <input type="checkbox"/>
Government Center	All	Y <input type="checkbox"/> N <input type="checkbox"/> Partially <input type="checkbox"/>
Sappington House	All	Y <input type="checkbox"/> N <input type="checkbox"/> Partially <input type="checkbox"/>
Public Works Maint. Facility	All (Including above railing by trail/ back fence)	Y <input type="checkbox"/> N <input type="checkbox"/> Partially <input type="checkbox"/>
Grant's Trail	All trail heads, 8ft. ea. side trail, turf covered burns	Y <input type="checkbox"/> N <input type="checkbox"/> Partially <input type="checkbox"/>
Sappington Cemetery	All	Y <input type="checkbox"/> N <input type="checkbox"/> Partially <input type="checkbox"/>
Eddie and Park Cemetery	All	Y <input type="checkbox"/> N <input type="checkbox"/> Partially <input type="checkbox"/>
Brookview (U-Turn Area)	All	Y <input type="checkbox"/> N <input type="checkbox"/> Partially <input type="checkbox"/>
<b>Roadsides/ Islands/ Courts</b>		
Liggett and Big Bend	South and East sides	Y <input type="checkbox"/> N <input type="checkbox"/> Partially <input type="checkbox"/>
Garber Rd. @ Pardee Rd.	North side from corner to sidewalk	Y <input type="checkbox"/> N <input type="checkbox"/> Partially <input type="checkbox"/>
Sheryl Ann	Along creek from N. end to concrete 4x4 marker	Y <input type="checkbox"/> N <input type="checkbox"/> Partially <input type="checkbox"/>
Old Sappington Rd.	From Cornish, South to 1 <sup>st</sup> driveway (East side)	Y <input type="checkbox"/> N <input type="checkbox"/> Partially <input type="checkbox"/>
Old Sappington Rd.	West side – from Gallop to Stylecrest Ct.	Y <input type="checkbox"/> N <input type="checkbox"/> Partially <input type="checkbox"/>
Reco Avenue	Common area –behind field, across the creek	Y <input type="checkbox"/> N <input type="checkbox"/> Partially <input type="checkbox"/>
Rayburn Avenue	South side – from Dublin to City Limits sign	Y <input type="checkbox"/> N <input type="checkbox"/> Partially <input type="checkbox"/>
Pinellas Drive	North side – Spellman Rd. to Ponderosa Drive.	Y <input type="checkbox"/> N <input type="checkbox"/> Partially <input type="checkbox"/>
Ponderosa Drive	West side – Pinellas Drive to Acorn Drive	Y <input type="checkbox"/> N <input type="checkbox"/> Partially <input type="checkbox"/>
Holmes Avenue	From Oak Ridge to end of guardrail (Both sides)	Y <input type="checkbox"/> N <input type="checkbox"/> Partially <input type="checkbox"/>
Shoppers Lane	East side from Liggett to the end	Y <input type="checkbox"/> N <input type="checkbox"/> Partially <input type="checkbox"/>
Pardee Rd. @ Pardee Spur	Along wooden fence at corner	Y <input type="checkbox"/> N <input type="checkbox"/> Partially <input type="checkbox"/>
Pardee Rd. @ Grant Rd.	East and West sides of bridge	Y <input type="checkbox"/> N <input type="checkbox"/> Partially <input type="checkbox"/>
Grant Rd. and Heather Dr.	Along Grant sidewalk – around corner of Heather	Y <input type="checkbox"/> N <input type="checkbox"/> Partially <input type="checkbox"/>
Fournier @ culvert	Both sides of street	Y <input type="checkbox"/> N <input type="checkbox"/> Partially <input type="checkbox"/>
Tower Place (Paper street)	Mow / trim once a month	Y <input type="checkbox"/> N <input type="checkbox"/> Partially <input type="checkbox"/>
Crain Court	All	Y <input type="checkbox"/> N <input type="checkbox"/> Partially <input type="checkbox"/>
Eudora Court	All	Y <input type="checkbox"/> N <input type="checkbox"/> Partially <input type="checkbox"/>
Fieldcrest Dr. & Grant rd.	From Ridgewood sign to street & around corner to homeowner property line	Y <input type="checkbox"/> N <input type="checkbox"/> Partially <input type="checkbox"/>
Jo Ann Place	All	Y <input type="checkbox"/> N <input type="checkbox"/> Partially <input type="checkbox"/>
Banbury Court	All	Y <input type="checkbox"/> N <input type="checkbox"/> Partially <input type="checkbox"/>
Liggett Court	All	Y <input type="checkbox"/> N <input type="checkbox"/> Partially <input type="checkbox"/>

High Hill Court	All	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Partially <input type="checkbox"/>
Madeira Drive	All	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Partially <input type="checkbox"/>
Greencrest Lane	All	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Partially <input type="checkbox"/>
Watson Woods Court #1	All	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Partially <input type="checkbox"/>
Watson Woods Court #2	All	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Partially <input type="checkbox"/>
Trelane @ Volz	All	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Partially <input type="checkbox"/>
Trelane @ Coffee	All	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Partially <input type="checkbox"/>
Trelane @ Woodhue	All	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Partially <input type="checkbox"/>
Shoppers Lane	All	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Partially <input type="checkbox"/>
Ridgewood Drive	All	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Partially <input type="checkbox"/>
Curwood Drive	All	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Partially <input type="checkbox"/>
Captain Conn	All	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Partially <input type="checkbox"/>
Wildwood Circle	All	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Partially <input type="checkbox"/>
Yorkshire at Sappington	Southwest corner of intersection	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Partially <input type="checkbox"/>

**NOTES:**

- 1. A substantial portion of Whitecliff Park remains in a natural state and is not to be mowed.**
- 2. In the event of heavy rains, parks are not to be mowed so as not to cause turf damage or leaving large piles of cut grass. Mowing will need to be rescheduled as soon as weather permits.**
- 3. Special care must be taken to avoid damaging headstones at the two cemeteries. These stones are fragile and contact with mowing or trimming equipment should be avoided.**
- 4. Grass to be mowed to 3" height using finish cut mowers. No wing mowers or brush hog mowers are to be used.**

Notes:

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