

Hyde County Government
Mowing Contract

_____ hereinafter designated as **The Contractor** hereby enters into this agreement with the Hyde County Board of Commissioners, hereinafter designated **The Board** pursuant to the following terms and conditions.

The contractor agrees to the following scope of work:

- a. Contractor is to supply written schedule of work to Maintenance Director two weeks before starting work. Contractor shall call (252) 926-4196 Ext. 4468 or cell (252) 945-4196 and notify if unable to adhere to written schedule.
- b. Grass is to be mowed at a 1 3/4" to 2" cutting height. Grass is to be mowed to avoid grass clipping on sidewalks and/or driveways. If this cannot be done, grass clippings shall be cleared from said area(s).
- c. Contractor shall furnish his own commercial type mowing equipment and be responsible for maintenance of it. Blades must be kept sharp to give the best quality cut. Terrain varies from location to location and should be taken into consideration for equipment needed to prevent scalping.
- d. North Carolina Department of Agriculture Pesticide Ground Applicator License is required. No restricted chemicals will be used on county grounds. All off target damage will be the responsibility of the contractor. Use of any herbicide/pesticide must be approved by the Maintenance Director. The use of herbicide cannot be used on the ditch in front of the Health Department Complex due to erosion. Herbicide can be used elsewhere at all other locations.
- e. Contractor is to furnish all materials required in the performance of this contract.

Period of Performance

- a. The performance period of this contract will be from April 3, 2017 continuing for twelve months as stated previously. This contract will be renewed on an annual basis on the anniversary date not to exceed three (3) years, subject to the availability of funds.

Invoicing and Payments

- a. Payments will be made in monthly installments per year. Invoices should be submitted once cuts are completed for a month, indicating the county names, dates cut and monthly charge of contract price to Maintenance Director, Hyde County, PO Box 66, Swan Quarter, N.C. 27885. Approved invoices will be paid within thirty days of the invoice date.

Other Terms and Conditions

- a. Hyde County will have the option of canceling the contract, in the event of unacceptable work performance or late cuts.

- b. During the period of the contract the contractor shall maintain in force proper insurance including liability for property damage, personal injury and vehicle liability, A Certification of Insurance should be sent to Maintenance Director, Hyde County Utilities, PO Box 66, Swan Quarter, NC 27885 prior to commencement of any work. Minimum of \$250,000 general AGG, PRDCMP/OP AGG Personal and Advertising Injury, each occurrence \$50,000, and \$5,000 Medical Expense.
- c. The contractor shall maintain in force during the period of the contract, proper insurance for workman's compensation; if applicable. A copy of this insurance policy should be sent to the Maintenance Director, Hyde County, PO Box 66, Swan Quarter NC 27885 prior to commencement of any work.
- d. The contractor shall maintain a North Carolina Department of Agriculture Pesticide Ground Applicator License with sub classification (L and B), Certification of Insurance, and Commercial Liability. Documentation of this license should be sent to Maintenance Director, Hyde County, PO Box 66, Swan Quarter NC 27885 prior to commencement of any work.
- e. Prior approval is required by The Public Works Director with regard to any work not specified in the contract by the contractor.
- f. The contractor agrees to hold the board harmless in relation to this contract for any conflicting concurrent contractual obligations and for any personal liability related to performance, for any unemployment claim(s), for any retirement or other benefits, or for any federal/state income tax due.
- g. This contract contains the entire agreement between parties and may be amended only in writing and signed by both parties. If any portion of this contract is decreed illegal due to a conflict with state or federal law, the remainder of the contract will remain in full force and effect.

THE COUNTY

CONTRACTOR

By: _____

By: _____

Date: _____

Date: _____

CERTIFICATE OF FINANCE OFFICER

This disbursement has been approved as required by the Local Government Budget and Fiscal Control Act.

Finance Officer

Date