

**AN ORDINANCE  
AUTHORIZING THE MAYOR TO ENTER INTO AN  
AGREEMENT WITH ANTHONY AUGUSTINE, DBA AUGUSTINE  
LANDSCAPING, FOR THE EVERGREEN HILL CEMETERY 2016-  
2017 TURF MAINTENANCE PROGRAM AND DECLARING AN  
EMERGENCY.**

WHEREAS, the Village has requested proposals for the 2016-2017 turf maintenance program at Evergreen Hill Cemetery and Anthony Augustine, dba Augustine Landscaping, has submitted the lowest and/or best proposal that meets the minimum required specifications set forth in the turf maintenance specifications and quote request all as more fully described in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, the Village wishes to enter into an Agreement with Anthony Augustine, dba Augustine Landscaping, to perform the turf maintenance program for calendar years 2016 and 2017 upon the terms set forth in the proposal submitted by Anthony Augustine which is attached hereto as Exhibit "A".

**NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF  
CHAGRIN FALLS, CUYAHOGA COUNTY, STATE OF OHIO:**

SECTION 1. That the Mayor be and is hereby authorized and directed to enter into an Agreement with Anthony Augustine, dba Augustine Landscaping, to provide the turf maintenance program at Evergreen Hill Cemetery for calendar years 2016 and 2017 in accordance with the proposal submitted by Anthony Augustine attached hereto as Exhibit "A".

SECTION 2. The Council for the Village of Chagrin Falls hereby finds that Anthony Augustine has submitted a bid that meets the minimum required specifications and is the lowest and/or best proposal to perform the turf maintenance program at Evergreen Hill Cemetery.

SECTION 3. That in accordance with Section 113.01 of the Codified Ordinances of the Village of Chagrin Falls, public notice of this Ordinance shall be given by posting a copy thereof for not less than fifteen (15) days in the Village Hall.

SECTION 4. That actions of this Council concerning and relating to the passage of this legislation were adopted in lawful meetings of this Council and that all deliberations of this Council and of any of its committees that resulted in such formal action were in compliance with all legal requirements, including Chapter 114 of the Codified Ordinances of the Village of Chagrin Falls.

**ORDINANCE NO. 2016-12**  
**INTRODUCED BY: MR. MUSCENTI**

SECTION 5. That this Ordinance be and is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the habitants of the Village and for the reason that this Ordinance needs to take immediate effect so that the turf maintenance program can go into effect due to the change of seasons and in order to properly maintain the Village cemetery. Wherefore, provided it receives two-thirds (2/3) of the votes of all members elected to Council, this Ordinance shall be in full force and effect from and immediately upon its passage by this Council and approval by the Mayor; otherwise it shall take effect and be in force after the earliest period allowed by law.

PASSED: April 25, 2016

  
\_\_\_\_\_  
Karl Maersch, Council President

Submitted to the Mayor for  
his approval on this


April 26, 2016

Approved by the Mayor

April 26, 2016

  
\_\_\_\_\_  
Mayor William Tomko

I hereby certify that Ordinance No. 2016- 12 was duly enacted on the 25 day of April, 2016, by the Council of the Village of Chagrin Falls and posted in accordance with Section 113.01 of the Codified Ordinances of the Village of Chagrin Falls.

  
\_\_\_\_\_  
Clerk of Council

# EXHIBIT "A"



## VILLAGE OF CHAGRIN FALLS EVERGREEN HILL CEMETERY 2016 - 2017 TURF MAINTENANCE SPECIFICATIONS AND QUOTE REQUEST

The Village of Chagrin Falls is requesting quote proposals for the 2016-2017 Turf Maintenance Program at Evergreen Hill Cemetery. The intent of the following specifications is to describe the turf maintenance to be performed at the cemetery, as well as to establish the minimum requirements that all companies will have to comply with to allow their quote to be considered for award. This work requires expertise and therefore is to be performed by a company who derives its major income from commercial and institutional turf maintenance work and whose employees are highly trained and skilled in all phases of turf maintenance. The Village reserves the right to terminate the agreement if the terms and specifications of the agreement are not followed.

Vendor's Initials

ALG

### 1. GENERAL REQUIREMENTS

- 1.1 All work will be performed in a professional and workmanlike manner by experienced and well-trained, uniformed personnel, utilizing clean, well-maintained equipment of the latest and most efficient design.
- 1.2 The practices and procedures employed will be according to accepted industry standards (e.g., Association of Landscape Contractors of America); installations and applications will be made with technical expertise; all vehicles and equipment will be operated both skillfully and safely within the cemetery grounds.
- 1.3 Work performance will comply with the Federal Occupational Safety and Health Act.
- 1.4 All mechanized equipment (power mowers, trimmer, edgers, etc.) must be turned off when the potential for harm or damage from thrown objects exists. At a minimum, mechanized equipment shall be turned off when within 20 feet of the public whether on foot or in a vehicle.
- 1.5 No mechanized equipment (power mowers, trimmer, edgers, etc.) may be used during a funeral in progress.
- 1.6 The Contractor will train crew members to respect the solemn dignity of the cemetery. Employees will avoid excessive noise and boisterous behavior, including loud talking and running, etc. The Contractor will train all employees in appropriate respectful behavior and on all provisions of this agreement intended to prevent damage to tombs, stones, and monuments.

## 2. LAWN MAINTENANCE

### 2.1 Mowing

- 2.1.1 Paper, trash, branches, flowers not associated with a grave, and other debris will be collected prior to each mowing.
- 2.1.2 The Contractor will mow turf areas once per week from **May 1<sup>st</sup> through November 1<sup>st</sup>**. One additional mowing round will be provided during the week preceding Memorial Day, with the exact day to be specified by the Street Superintendent.
- 2.1.3 In the event of extreme dry weather with little to no grass growth, the Street Superintendent shall decide to cancel the mowing round for the week and notify the Contractor no less than 48 hours before the regularly scheduled mowing day.
- 2.1.4 No more than 1/3 of the leaf blades will be removed per mowing. **The mowing height will be 2.0 (two) inches.**
- 2.1.5 During periods of excessive rain and tall grass growth, the mower cut height may be raised. The Contractor will consult with the Street Superintendent to obtain approval for a mowing height change.
- 2.1.6 All mowing will be conducted with a reel or rotary mulching mower. To allow for maneuverability and to reduce the potential for damage to headstones, the largest acceptable equipment will have a 48 inch cut except as otherwise approved by the Street Superintendent. **The Contractor shall provide a list of proposed equipment for acceptance by the Street Superintendent.**
- 2.1.7 Equipment shall be well maintained and mower blades will be sharp at all times to provide a quality cut and minimize tearing of the grass blades.
- 2.1.8 Mowing equipment and patterns shall be alternated at each cutting where possible to permit recycling of clippings and present a neat appearance.
- 2.1.9 The Contractor will leave clippings on the lawn as long as no readily visible clumps remain on the grass surface after mowing. Otherwise, the Contractor will distribute large clumps of clippings by mechanical blowing or by collecting and removing them. In the case of fungal disease outbreaks, the Contractor will collect clippings until the disease is undetectable.
- 2.1.10 The Contractor shall report any sunken graves, sink holes, or other hazards to the Street Superintendent.
- 2.1.11 **No mower will be operated within three (3) inches of any marker, monument, headstone, footstone, or other memorial.**

### 2.2 Edging and Trimming

- 2.2.1 Grass adjacent to fixed objects, such as tombs, grave stones, monuments, etc. shall be trimmed to the same height as the general turf. Trimming is to be done so that turf areas are not scalped.
- 2.2.2 The headstones and markers are to be trimmed **every week** up to Memorial Day. After Memorial Day, trimming is to be done **every other week** for the remainder of the season.

- 2.2.3 Any line damage to monuments and headstones other than pre-existing (as documented by the Contractor with the concurrence of the Street Superintendent at the beginning of this agreement) is the responsibility of the Contractor.
- 2.2.4 All turf between the mowed areas and markers, monuments, headstones, footstones, memorials, and other landscaping will be trimmed using a filament line trimmer equipped with line no heavier than 0.08 inch thick.
- 2.2.5 The Contractor will clean all clippings from sidewalks, curbs, roadways, and markers or monuments immediately after mowing and/or edging. The Contractor will not sweep, blow, or otherwise dispose of clippings in sewer drains.
- 2.2.6 The Contractor will ensure that grass clippings do not build up in the corners of plots with coping.
- 2.2.7 Under no circumstance will herbicides be used in lieu of appropriate edging and trimming. Soil sterilants may never be used on cemetery property. This contract is for mechanical lawn maintenance only.

### **3. GENERAL MAINTENANCE**

- 3.1 Once per month, the Contractor will be responsible for manually removing any and all weeds anywhere that weeds are growing on manicured cemetery property including landscape beds (barked, stoned, and flower beds, including family plots), around curbs and coping, sidewalks, parking areas, and around trees that are barked or landscaped, fence lines, retaining walls, and property lines.
- 3.2 Once per month, the Contractor will be responsible for removing all trash from bed areas and other high-visibility areas, including walkways, parking lots, and family plots. Emptying cemetery trash cans is not the responsibility of the Contractor.
- 3.3 All turf areas and planting beds (including shrubbery and planting areas) will be cleaned of leaves, weeds, trash, and any other Winter debris during the first visit in May.

### **4. INSPECTION AND ACCEPTANCE OF WORK**

- 4.1 The Contractor shall be responsible for notifying the Street Superintendent as soon as practical after all work is completed each week.
- 4.2 An inspection will be made by the Street Superintendent or his designee within 24 hours of notification by the Contractor that work has been performed.
- 4.3 The Street Superintendent will notify the Contractor, in writing, of any work that is not deemed acceptable. The Contractor will have 48 hours to repair, replace, or redo the specified work. Any damage to monuments, markers, memorials, or fences will require professional conservation treatment by a conservator who is a member of the American Institute for Conservation of Historic and Artistic Works and/or who is approved by the Street Superintendent. The Contractor will be responsible for all costs to repair headstones damaged by his employees.

- 4.4 All work must meet the specifications of this agreement. The Street Superintendent or his designee will be the final authority on acceptance, as well as any damage to cemetery property, markers, monuments, fences, etc.

**5. INSURANCE, LICENSES, PERMITS, AND LIABILITY**

- 5.1 The Contractor will carry liability amounts and worker's compensation coverage required by law on his/her operators and employees and require the same of any sub-contractors and provide proof of same to the Village.

- 5.2 The Contractor will carry general liability insurance in the amount of \$1,000,000 and the Village of Chagrin Falls shall be named as additionally insured on the insurance certificate.

- 5.3 The Contractor is also responsible for obtaining any licenses and/or permits (not limited to business licenses, pesticide licenses, etc.) required by law for activities on cemetery property.

- 5.4 All work will be performed in a workmanship-like manner.

**5.5 The Contractor has the following responsibilities:**

- 5.5.1 Any damage resulting from the operation of lawn equipment in performing the contract, to include damage to stones, monuments, markers, fences, walkways, curbs, coping, plantings, or any memorial device in the cemetery.

- 5.5.2 The Contractor shall comply with all laws.

- 5.5.3 The Contractor is responsible to replace any damaged plant material due to improper horticultural practices.

- 5.5.4 The Contractor is responsible to comply with all environmental protection laws.

**5.6 The Contractor shall not be responsible for the following:**

- 5.6.1 The Contractor is not responsible for the death or decline of plant materials due to improper selection, placement, planting, or maintenance done before the time of this contract.

- 5.6.2 The Contractor is not responsible for flooding, storm, wind, fire, or cold damages.

- 5.6.3 The Contractor is not responsible for any disease or damage to lawns or landscape plants caused by excessive irrigation or drought provided he/she reported these to the Street Superintendent.

- 5.6.4 The Contractor is not responsible for any damage due to vandalism by others.

**6. PROPERTY DESCRIPTION, SERVICES PROVIDED, TERMS, CONDITIONS, AND CHARGES**

- 6.1 This contract is for the maintenance of property at Evergreen Hill Cemetery located in the Village of Chagrin Falls on South Franklin Street.

- 6.2 The contract term is for a period of two (2) years with a beginning date of May 1, 2016 and an ending date of October 31, 2017. The contract may be cancelled by either party without cause with a 30-day written notification. Upon such cancellation, the Contractor remains responsible for any damages as outlined in section 5.5.

6.3 This contract will be governed by the laws of the State of Ohio. Should the Village be required to engage the services of an attorney in connection with this agreement or to enforce its provisions, the Village shall be entitled to reasonable attorney's fees.

**7. EQUIPMENT**

7.1 The Contractor proposes to use the following equipment:

2-48" Exmark Walk Behind Mowers

2-48" Bobcat Walk Behind Mowers

1-44" Toro Proline Walk Behind Mower

2-36" Snapper Walk Behind mowers

3- Echo SRM-230 String Trimmers

4-Stihl FS-90 String Trimmers

2- Redmax EBZ-8500 Backpack blower

2-Stihl 420 Backpack blowers

**8. QUOTE DEADLINE**

8.1 Quote proposals are to be submitted to Rob Jamieson, Street Superintendent, no later than **MONDAY, MARCH 28, 2016 AT 12:00 P.M.**

**9. BASIS FOR AWARD**

9.1 Award of the work will be based on the lowest cost from the bidder deemed most qualified to perform the work desired.

9.2 The Village of Chagrin Falls, at their sole discretion, reserves the right to accept or reject any or all proposals, and/or make an award to the lowest and/or best proposal that meets the minimum required specifications.

**PRICING PROPOSAL**

The company (signature sheet) hereby proposes to furnish the Village of Chagrin Falls, Ohio, with cemetery mowing and trimming services in accordance with the specifications and upon the terms and conditions of this proposal, providing this

proposal or any part thereof is accepted as a contract by the Village of Chagrin Falls, Ohio, at the following prices:

1. The total annual lump sum charge for the year **2016** for the specified services shall be:

Dollars Per Year Total:

\$20,000 (in words) Twenty thousand

This cost is to be spread out amongst six (6) monthly invoices, which shall be paid upon completion acceptance of the work by the Street Superintendent. The final payment shall not be made until all responsibilities of the Contractor are completed for the year.

Cost for one additional round of mowing and trimming, as deemed needed above contract requirements:

\$ 900 (in words) ~~Zero (Included)~~ NINE HUNDRED

2. The total annual lump sum charge for the year **2017** for the specified services shall be:

Dollars Per Year Total:

\$ 20,600 (in words) Twenty Thousand-Six Hundred

This cost is to be spread out amongst six (6) monthly invoices, which shall be paid upon completion acceptance of the work by the Street Superintendent. The final payment shall not be made until all responsibilities of the Contractor are completed for the year.

Cost for one additional round of mowing and trimming, as deemed needed above contract requirements:

\$ 900 (in words) ~~Zero (Included)~~ NINE HUNDRED



**VILLAGE OF CHAGRIN FALLS**

**PROPOSAL CONTRACT**

Contractor's Name: Augustine Landscaping

Contractor's Address: 4437 Renaissance Parkway

Warensville Heights, OH 44128

Telephone #: 440-364-1364 Fax #

Email Address: Augustinelandscaping@gmail.com

Federal I.D. #: 45-5583656 Date: 4/1/13

By: Anthony Augustine Title: Owner

State Where Incorporated: Ohio

CHECKLIST OF ADDITIONAL ITEMS TO INCLUDE WITH PROPOSAL:

- 1. Insurance Requirements. ✓
- 3. Proof of Worker's Compensation Coverage ✓
- 4. Equipment / Fleet List. ✓
- 7. List of four (4) references. ✓

Proposal accepted by:

Benjamin Himes, C.A.O.

Date: