





**E. Standard Terms and Conditions**

In case of default by the successful bidder or failure to deliver the goods or services within the time specified, the City Purchasing Agent, after written notice, may procure them from other sources and hold contractor responsible for excess costs occasioned thereby.

The specifications attached to the instructions to bidders establish a standard of quality desired by the City of Billings. Any bidder may submit quotations on any article which substantially complies with these specifications as to quality, workmanship and service. The City of Billings reserves the right to make its selections of materials or services purchased, based on its best judgment as to which articles substantially comply with the requirements of the specifications.

No alteration in any of the terms, conditions, delivery, quality, or specifications will be effective without prior written consent of the City of Billings.

No exception to delivery or service dates shall be allowed unless prior written approval is first obtained from the City of Billings.

The contractor warrants all articles supplied under this contract to conform to specifications, herein. The contractor will deliver a warranty stating that all articles supplied under the contract are fit and sufficient for the purpose manufactured, merchantable, and free from defects.

In the event the City is entitled to a prompt payment or cash discount, the period of computation shall commence on the date of delivery, or receipt of correctly completed invoices, whichever is later. If an adjustment of payment is necessary, the discount period shall commence on the date final approval for payment is authorized.

The contractor agrees not to discriminate against any client, employee or applicant for employment or for services, because of race, creed, color, national origin, sex or age with regard to, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or recruitment advertising; layoffs and termination; rates of pay or other forms of compensation; selection for training; rendition of services. It is further understood that any contractor who is in violation of this shall be barred forthwith from receiving awards of any purchase order for the City unless a satisfactory showing is made that discriminatory practices have terminated and that a reoccurrence of such acts are unlikely.

The City reserves the right to cancel and terminate this contract forthwith upon giving 30 days written notice to the contractor. (This provision does not apply to the purchase of materials and equipment. A purchase order for materials and equipment is a binding contract.)



**C. Contract Requirements and Specifications**

Large Area Mowers:

Comply (Y/N):

• Diesel Engine minimum 70hp	Yes
• Engine cooling with dual variable speed fans	Yes
• Fuel capacity minimum 32 gallons	Yes
• Hydrostatic 4wd powertrain	Yes
• Hydraulic system capacity minimum 17 gallons	Yes
• Roll Over Protective Structure	Yes
• Forward transport speed minimum 18 mph	Yes
• 190" minimum cutting width	Yes
• Rear discharge rotary decks	Yes
• Cutting height 1-6"	Yes
• Blade spindles minimum shaft diameter 1 ¼"	Yes
• Transport width maximum 100"	Yes
• Minimum front tire size 28x12.00-14 6 ply	Yes
• Minimum rear tire size 22x10.50-10 6 ply	Yes
• Open cab with shade canopy	Yes
• Air-ride suspension seat	Yes
• LED headlights, tail, brake, and turn lights	Yes
• LED beacon light	Yes
• Ground clearance minimum 10"	Yes
• Turning radius less than 90"	Yes
• Maximum height ROPS up 90"	Yes
• 2-Year warranty on all equipment	Yes
• Local warranty support, parts, and service	Yes
• Delivered to Billings Operation Center 4848 Midland Ave, Billings, MT 59101	Yes



has available or will make available. In determining the lowest responsible bidder, in addition to price, the following considerations may be addressed:

- a) The ability, capacity and skill of the bidder to perform the contract or provide the service required.
- b) The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- c) Whether the bidder can perform the contract within time specified.
- d) The quality of performance of previous contracts, agreements and/or performance.
- e) Previous and/or existing compliance by the bidder with laws relating to the contract or services.
- f) Such other information which may be secured having a bearing on the decision to award the contract.



**F. Intent to Respond Form**

Email the following Intent to Respond form to within four (4) days of the Bid Opening date of December 17, 2024, even if your company chooses NOT to participate.

To: City of Billings – PRPL Department  
Attn: Cole McQuillan, Parks Superintendent  
Phone: 406-657-8367  
Email: mcquillanc@billingsmt.gov


From: Julien Pates Contact Name  
Midland Implement Co. Company Name  
402 Daniel Street Company Address  
Billings, MT 59101  
jpates@midlandimplement.com Email Address  
406-248-7771 Phone Number  
406-252-5772 Fax Number

Please indicate whether or not you intend to submit a bid on: **Two (2) Large Area Mowers** by checking Yes or No.

We intend to respond by the specified due date:

Yes  No

Midland Implement Co. 12.09.2024  
Company Name Date  
Julien Pates Salesman  
Contact Name (please print) Title

  
Signature of Contact Position

By signing the above, I certify that I am authorized by the Company named above to respond to this request.



Should either party employ an attorney or attorneys or utilize the services of in-house attorneys to enforce any of the provisions hereof or to protect its interest in any manner arising under this contract, the non-prevailing party in any action pursued in a court of competent jurisdiction agrees to pay to the prevailing party all reasonable costs, damages, expenses, and attorneys' fees, including fees for in-house attorneys, expended or incurred in connection therewith.

Where applicable, possible or required, bidder is required to submit descriptive literature, sample material, design sketches and detailed shop drawings. Failure to submit required items may result in rejection of the bid or termination of contract.

The successful bidder may not make any advertising or sale use of the fact that contract items are being used by purchaser and other approved agencies, under penalty of contract termination.

This Agreement shall be construed and enforced in accordance with the laws of the State of Montana. Venue for any suit between the parties arising out of this Agreement shall be the State of Montana Thirteenth Judicial District Court, Yellowstone County.

Regardless of FOB point, contractor agrees to bear all risks of loss, injury, or destruction of goods and materials ordered herein and such loss, injury, or destruction shall not release contractor from any obligation hereunder.

All materials submitted in response to this IFB become public records under Article II, Section 9 of the Montana Constitution and §§ 2-6-102 and 7-1-4144, MCA and may be distributed by written request pursuant to Montana's Constitutional Right to Know or Public Records Acts.

Information provided in response to this IFB will be held in confidence and will not be revealed or discussed with competitors prior to award of Contract by Council. However, one copy of each bid submitted shall be retained for the official files of the Department and will become public record after award of the Contract.

Records and materials that are constitutionally protected from disclosure are not subject to the provisions of this section.

# IMPORTANT - Please Read

Outstanding cashier's checks are subject to state or territorial unclaimed property laws.

If the cashier's check is lost, stolen, or destroyed, you may request a stop payment and reissuance. A stop payment and reissuance can only be completed within a branch location. As a condition of stop payment and reissuance, Wells Fargo Bank will require an indemnity agreement. In addition, for cashier's checks over \$1,000.00, the waiting period before the stop payment and reissuance of an outstanding cashier's check may be processed is 90 days (30 days in the state of Wisconsin and 91 days in the state of New York). The waiting period can be avoided with the purchase of an acceptable surety bond. This can be purchased through Wells Fargo's approved insurance carrier or through an insurance carrier of the customer's choice. The cost of a surety bond varies depending on the amount of the bond and the insurer used. Surety bonds are subject to the insurance carrier's underwriting requirements before issuance. If the surety bond is not provided, the waiting period applies.

## Purchaser Copy - Page 2 of 2

0004339      11-24  
Office AU #      1210(8)

Remitter:      MIDLAND IMPLEMENT COMPANY  
Purchaser:      RANDALL PATES  
Purchaser Account:      xxxxxx3582  
Operator I.D.:      k142069  
Funding Source:      Paper Item(s)

PAY TO THE ORDER OF      \*\*\*CITY OF BILLINGS\*\*\*

### CASHIER'S CHECK

SERIAL #: 0433907400  
ACCOUNT#: 4861-511889

December 12, 2024

**\*\*Twenty-Five Thousand Five Hundred Sixty and 00/100 -US Dollars \*\***

**\*\*\$25,560.00\*\***

Payee Address:  
Memo:      TWO LARGE AREA MOWERS

WELLS FARGO BANK, N.A.  
2235 GRANT RD  
BILLINGS, MT 59102  
FOR AUTOMATED CHECK VERIFICATION  
CALL: (480) 394-3122

VOID IF OVER US \$ 25,560.00

**NON-NEGOTIABLE**

## Purchaser Copy - Page 1 of 2

FB004 (10/19) M4203 40053964

PRINTED ON LINEMARK PAPER - HOLD TO LIGHT TO VIEW. FOR ADDITIONAL SECURITY FEATURES SEE BACK.

0004339      11-24  
Office AU #      1210(8)

Remitter:      MIDLAND IMPLEMENT COMPANY  
Operator I.D.:      k142069

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FOR AUTOMATED CHECK VERIFICATION  
CALL: (480) 394-3122

VOID IF OVER US \$ 25,560.00

*Hayden Green*  
Authorized Signature

⑈0433907400⑈ ⑆ 1 2 1000 2481 4861 511889⑈

Security Features Included. Details on Back.

0282421565

X ENDORSE HERE

**TORO**

# Groundsmaster® 5900/5910

LARGE AREA ROTARY MOWER

## FEATURES

- 192 in. (488 cm) width of cut, mows mow up to 20.9 acres (8.5 hectares) per hour\*
- 3.3 L Yanmar® EPA Tier 4 Final and EU Stage IV emissions compliant turbo-diesel engine
- Full-time, bi-directional 4WD
- Smart Power® and HybridDrive™ cutting deck system - work together providing optimal power to the cutting blades
- CrossTrax® all-wheel drive system offers increased cross wheel traction control
- 0° uncut circle in turns
- Onboard InfoCenter™ with advisories and diagnostics for maximum uptime
- SmartCool® auto-reversing cooling fans
- 24-volt electrical system powers cooling system
- 4-way adjustable seat and Air Ride Suspension
- All-season safety cab with air conditioning and heat (5910)

## More Parks & More Rec.

Tasked with maintaining more parks and sports fields with no additional workers or budget? The Groundsmaster® 5900 Series mowers can mow over 20.9 acres/hour (8.5 hectares/hour)\* using only one operator! And to match the 16' (4.88 m) wide mowing brawn and a more fuel-efficient EPA Tier 4 Final and EU Stage IV emissions compliant Yanmar® 3.3 L engine, the Groundsmaster 5900 series is loaded with intelligence. Smart Power® allows the operator to effortlessly maintain the correct speed for optimal cutting, while the SmartCool® system prevents overheating with auto-reversing the cooling fans. An onboard InfoCenter™ gives the operator a quick read on all systems and even provides assistance at the right moment. When the comfort and safety of an all season cab, the incredibly nimble handling, and tough Toro durability are added in, the Groundsmaster 5900 series proves beyond doubt that increased efficiency and ease of operation lead to higher productivity.



Groundsmaster® 5900



Groundsmaster® 5910

**SMART POWER**

\*A 192 in. wide mower can mow up to 20.9 acres/hour (8.5 hectares/hour) using only one operator. Actual mowing rate may vary depending on operator and conditions.

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**Call your Toro distributor at 800-803-8676**

# Groundsmaster® 5900/5910 Specifications\*

GROUNDMASTER 5900, MODEL 31698 / GROUNDMASTER 5910, MODEL 31699	
<b>ENGINE</b>	Yanmar 3.3L, EPA Tier 4 Final and EU Stage IV emissions compliant, turbocharged diesel with direct injection and electronic high-pressure common rail. 72 HP (53.7 kW) @ 2500 rpm, Torque: 206 ft.-lbs. (279 Nm) @ 1625 rpm Displacement: 202 cu. in. (3.3 L).
<b>COOLING SYSTEM</b>	24V dual electric fan banks for separate engine radiator and hydraulic oil cooling; fan banks are variable speed, with auto-reverse feature (SmartCool®, based on coolant and oil temps), radiator is cross flow, 3 rows, 9 fins per in. (FPI). Hydraulic oil cooler is crossflow, 6 FPI. Cooling fan banks tilt away for fast, easy cleaning.
<b>FUEL SYSTEM</b>	Uses ultra-low sulfur diesel fuel only. Biodiesel compatible up to B20.
<b>CAPACITIES</b>	Fuel: 35 gal. (132L) Hydraulic: 19 gal (71.9 L). Engine Oil w/ filter: 11 qt. (10.4 L). Coolant: 13.5 qt. (12.7 L) (Model 31698), 18 qt. (17 L) (Model 31699)
<b>HYDRAULIC SYSTEM</b>	Capacity: 19 gallons (71.9 L) reservoir, Remote spin-on charge filter, Oil: Toro premium all season hydraulic fluid
<b>TIRES/WHEELS</b>	Front: 29x12.00-15, 6 ply rating, 32 psi; Rear: 23x10.50-12, 6 ply rating, 30 psi
<b>INSTRUMENTATION</b>	Onboard LCD (InfoCenter™) display shows customizable gauges, service reminders, advisories/faults and troubleshooting assistance. Indicates fuel level, coolant temp, hydraulic oil temp, engine glow plug, low oil pressure, air cleaner restriction, 12 and 24 volt alternator voltage output, engine hours and rpm, and engine DPF regeneration.
<b>POWERTRAIN</b>	Full time automatic forward and reverse 4WD in low (mow) range. Front wheel drive in transport. Parallel hydrostatic, closed loop with cross wheel traction (CrossTrax™) design; traction drive pump: variable displacement piston, servo control. <b>Front drive:</b> 2-speed, fixed displacement high torque, low speed radial piston motors. <b>Rear drive:</b> single speed, fixed displacement, high torque, low speed radial piston motors. Smart Power® feature controls traction speed to maintain optimal cutting blade speed.
<b>ELECTRICAL SYSTEM</b>	<b>Main:</b> 12 volt system; Alternator: 12V, 80 amp, supplied w/ engine Battery: 1380 CCA (2x 690 CCA), <b>Cooling Fans, Engine/Hydraulic cooling:</b> 24 volt system; Alternator: 24V, 105 amp w/ remote sense; Battery: 350 CCA; Disconnect ON/OFF switch for 12 & 24 volt service safety.
<b>BRAKES</b>	<b>Service:</b> Dynamic, hydrostatic 4WD in low range. Front wheel drive braking in high range. <b>Parking:</b> Electrohydraulic controlled via double-motion rocker switch. Spring applied, hydraulic released. Internal to front wheel motors. Automatically applies with engine OFF or key OFF Manual override from operator platform for servicing
<b>PRODUCTIVITY</b>	Infinitely variable speed. Forward speeds: mow: 0-10.8 mph (17.4 km/h) Transport: 0-20 mph (0-32.2 km/h). Reverse speeds: mow 0-5.7 mph (0-9.2 km/h), transport: 0-10.5 mph (0-16.9 km/h) transport. Speed control: Electronic, limits max speed. Mowing capacity: 20.9 acres/hr. (8.5 ha/hr)**; NOTE: For EU countries complying to ISO 5395, all speeds and mow rates should be reduced by 12%.
<b>CONTROLS</b>	Control arm, right armrest, travels with seat and suspension. Deck lift/lower, electrohydraulic switches. Throttle; electronic, variable. Traction pedal, electronic. Park brakes: double-motion switch. Steering; hydrostatic load sensing. Other: High/low range, PTO, cruise control, lights, horn, key switch, wing deck transport latches (manual).
<b>OPERATOR STATION</b>	Operator platform: isolated rubber mounted. Seat: 4 way adjustable with vinyl (31698) or cloth (31699) cushions standard. Suspension: air-ride with 3 in. (7.6 cm) of adjustability. Steering: power and adjustable tilt. Traction Pedal: adjustable angle uses position sensor. Storage box, cup holder, and 12 volt power outlet, double USB port, standard.
<b>STEERING</b>	Uncut circle - 0" diameter. Turning radius - 86" (218 cm)
<b>CAB (5910)</b>	ROPS certified cab with heat, AC and the following standard features: climate system pressurized cab, heavy-duty pantograph front windshield wiper and washer, front windshield has 38" of visibility, interior mirror, fold away exterior side mirrors, molded front fenders, right and left doors and rear window have tinted (50%) glass, front and rear windows open, quick release window latches act as emergency exit, rubber sound isolator cab mounts and upholstered interior panels and headliner, textured neoprene floor mat, interior dome light. Power provided for optional aftermarket audio accessories. Optional rotating beacon for cab units (31509), additional turn signals and work lights available.
<b>SAFETY AND LIGHTING</b>	Standard (31698 & 31699): LED headlights, brake lights, tail lights, and amber turn signals and flashers). Disconnect ON/OFF switch for 12 & 24-volt service safety.
<b>CERTIFICATION</b>	Meets or exceeds EU Machinery Directive (2006/42/EC); ISO 5395-2013 and ANSI B71.4-2012; ISO 21299 and SAE J1194; OSHA 29CFR1910.95 (SAE J1175, European Directive 2000/14/EC, ISO 5395-2013); EN 55012:2007 and CISPR12. Model 31698 meets or exceeds ANSI/ASAE S279.12 (Lighting and Marking of Agricultural Equipment on Highways). Model 31699 air conditioning system meets SAE J1503, Section 8.
<b>WARRANTY</b>	Two year limited warranty.
<b>VEHICLE WEIGHT (W/ FULL FLUIDS)</b>	6,710 lbs. (3043 kg) (31698), 7,304 lbs. (3313 kg) (31699)
<b>GROUND CLEARANCE</b>	10.3 in. (26.1 cm)
<b>DIMENSIONS</b>	WIDTH: Transport: 99 in. (251 cm), Mow: 199 in. (505 cm) LENGTH: 174 in. (442 cm) HEIGHT: 85 in. (216 cm) (31698), 95 in. (241 cm) (31699) WHEELBASE: 77 in. (196 cm)

CUTTING DECKS	
<b>TYPE</b>	Three rear discharge rotary decks
<b>CUTTING WIDTH</b>	All three decks: 192 in. (488 cm), One wing: 57 in. (145 cm), center deck: 92 in. (234 cm), center deck + one wing: 144 in. (366 cm).
<b>HEIGHT OF CUT</b>	1-6" in (2.5 - 15 cm) in 0.5 in. (1.3 cm) increments.
<b>CONSTRUCTION</b>	11-gauge high-strength steel. 7-gauge, reinforcements, bullnose bumpers.
<b>PROTECTION</b>	2-way shock absorption on wing decks.
<b>DECK DRIVE</b>	HybridDrive™ - Hydraulic motor to spindle, remaining spindle(s), driven by "B" section v-belts.
<b>TENSIONING</b>	Automatic, spring loaded idlers.
<b>SPINDLES</b>	<b>Shaft:</b> 1.25" (3.2 cm) hardened steel. <b>Housing:</b> 9" (22.9 cm) ductile iron. <b>Bearings:</b> Greaseable tapered roller.
<b>STANDARD BLADES</b>	20" (50.8 cm), heat-treated steel blades.
<b>OPTIONAL BLADES</b>	Atomic™ mulching blades, flat blades.
<b>SKIDS</b>	4 reversible polymeric, 2 reversible steel

\*Specifications and design subject to change without notice. Products depicted in this literature are for demonstration purposes only.

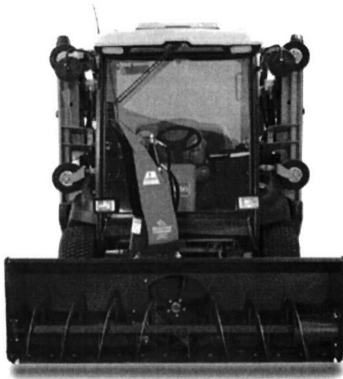
Actual products offered for sale may vary in use, design, required attachments and safety features. See distributor for details on all warranties.

\*\*Assumes max mow speed and 100% efficiency. Actual mowing rates may vary depending on operator and conditions.





# Groundsmaster® 5900/5910 Accessories\*



	SNOWTHROWER ERSKINE MODEL 2000
STAGE	2
CLEARING WIDTH	85" (216 cm)
SNOW CUT DEPTH	29" (74 cm)
CUTTING EDGE	3/8" x 3" (9.5 mm x 7.62 cm) bolt-on
SKID SHOES	Adjustable
AUGER DIAMETER	16" (41 cm) open flight
FAN DIAMETER	20" (51 cm) 4-blade
CHUTE ROTATION	Hydraulic, 270°
SHEAR PROTECTION	Pressure relief
THROWING DISTANCE	Up to 30' (9.4 m)
APPROXIMATE SHIPPING WEIGHT	850 lbs. (386 kg)
HOSES	Included

TORO ACCESSORIES AND PARTS	
Model/Part #	Description
30669	Universal Mount Sunshade – White
30671	Universal Mount Sunshade –Red
138-2700	Work Lights for Sunshade
31672	Additional Turn Signals for ROPS/Sunshade
31590	Work Lights for GM5910
31671	Additional Turn Signals for GM5910
119-7719	Backrest Extension Kit – Fabric for GM5910
119-7718	Backrest Extension Kit – Vinyl for GM5900
31604	Leaf Mulching Kit
93-5973	10" Foam Filled Caster Tire Assembly
31609	MVP Maintenance Kit (oil/fuel)
31512	Back-up Alarm Kit
119-8256	Rotating Beacon Kit for GM5900
31509	Rotating Beacon Kit for GM5910



	ROTARY BROOM M-B MODEL SHL
TYPE	Windrow type, front mounted hydraulic broom with dual motors. Electric/hydraulic angling, 30° left and right.
BROOM SIZE	32" (81 cm) diameter x 60" (153 cm) wide.
BRUSH	Sectional brush with combination polypropylene/wire radial segments.
OPTIONS	Dirt Deflector, Storage Stands.

\*Specifications and design subject to change without notice. Products depicted in this literature are for demonstration purposes only. Actual products offered for sale may vary in design, required attachments and safety features. Consult your local Toro Distributor. Information regarding non-Toro (Allied Vendor) products is included in the Toro Golf and Grounds Equipment Guide as a convenience to Toro customers. Toro does not warrant, endorse or support any products purchased from Allied vendors. Additionally, Toro shall not be responsible for any personal injury or property damage, whether direct or consequential, caused by such Allied products. Toro does not certify fit up, compatibility or functionality of Allied products.

NOTE: The Toro Company does not manufacture or sell the snow thrower, rotary broom, nor does Toro guarantee these accessories in any manner whatsoever.



## The Toro Promise

### A Limited Warranty

*The Toro Company promises to repair your TORO GROUNDMASTER® MOWER and its originally purchased cutting unit, if defective in materials or workmanship. The following time periods from the date of purchase apply (special warranty terms, on certain components, may be offered through The Toro Company by the component manufacturers):*

**Two Years or 1500 operational hours,  
whichever comes first**

*The cost of parts, labor and transportation are included.*

If you feel your TORO Product is defective and wish to rely on The Toro Promise, the following procedure is recommended:

1. Contact your Authorized TORO Distributor or Commercial Dealer (the Yellow Pages of your telephone directory is a good reference source).
2. The TORO Distributor or Commercial Dealer will advise you on the arrangements that can be made to inspect and repair your product.
3. The TORO Distributor or Commercial Dealer will inspect the product and advise you whether the product is defective and, if so, make all repairs necessary to correct the defect without an extra charge to you.

If for any reason you are dissatisfied with the distributor's analysis of the defect or the service performed, you may contact us.

Write:

TORO Commercial Products Service Department  
8111 Lyndale Avenue South  
Minneapolis, MN 55420-1196

The above remedy of product defects through repair by an Authorized TORO Distributor or Commercial Dealer is the purchaser's sole remedy for any defect.

**THERE IS NO OTHER EXPRESS WARRANTY. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR USE ARE LIMITED TO THE DURATION OF THE EXPRESS WARRANTY.**

Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

This Warranty applies only to parts or components which are defective and does not cover repairs necessary due to normal wear, misuse, accidents, or lack of proper maintenance. Regular, routine maintenance of the unit to keep it in proper operating condition is the responsibility of the owner.

All warranty repairs reimbursable under The Toro Promise must be performed by an Authorized Toro Commercial Dealer or Distributor using Toro approved replacement parts.

Repairs or attempted repairs by anyone other than an Authorized TORO Distributor or Commercial Dealer are not reimbursable under the TORO Promise. In addition, these unauthorized repair attempts may result in additional malfunctions, the correction of which is not covered by warranty.

**THE TORO COMPANY IS NOT LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH THE USE OF THE PRODUCT INCLUDING ANY COST OR EXPENSE OF PROVIDING SUBSTITUTE EQUIPMENT OR SERVICE DURING PERIODS OF MALFUNCTION OR NON-USE.**

Some states do not allow the exclusion of incidental or consequential damages, so the above exclusion may not apply to you.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

#### COUNTRIES OTHER THAN THE UNITED STATES OR CANADA

Customers who have purchased TORO products exported from the United States or Canada should contact their TORO Distributor (Dealer) to obtain guarantee policies for your country, province, or state. If for any reason you are dissatisfied with your Distributor's service or have difficulty obtaining guarantee information, contact the TORO importer. If all other remedies fail, you may contact us at The Toro Company.