



REQUEST FOR PROPOSAL

CONTRACT MOWING SERVICES

CITY OF GRANDVIEW
DEPARTMENT OF PARKS & RECREATION

Proposals At:

1200 Main Street
Grandview, MO 64030
ATTN: Grandview City Clerk

Until 10:00 A.M. on Tuesday, February 6, 2018

Invitation for Bid No.: PR18:002
Date: January 18, 2018
Opening Date: February 6, 2018
Bids Open at 10 A.M.

Don Fowler
Park Services Manager
dfowler@grandview.org

NOTICE AND INSTRUCTIONS TO BIDDERS

The City of Grandview, Missouri will receive sealed bids for Contract Mowing Services **until 10:00 A.M. on February 6, 2018** at the Municipal Service Building (City Hall), 1200 Main Street, Grandview, Missouri, 64030. Bid proposals received after the 10:00 A.M. deadline will not be accepted.

Proposal forms and bid specifications are available in the office of Parks & Recreation, at 13500 Byars Road, Grandview, Missouri, 64030, and may be obtained upon request or may be obtained from the City's web site: <http://www.grandview.org/work/public-notices>

All proposals must use the Bid Forms furnished by the City, only **Bid Forms PAGES - {Pages 12-18}** need to be **submitted**; not the entire bid document

The City of Grandview reserves the sole right to not open a bid and to waive, or not to waive, any irregularities in the bids and to determine which is the most responsive bid.

Proposals shall be delivered prior to the time and at the place indicated above. Each proposal shall be placed in a sealed envelope labeled "**Contract Mowing Services 2018**".

ONLY SEALED PROPOSALS WILL BE ACCEPTED BIDS WILL NOT BE ACCEPTED BY FAX OR ELECTRONIC MEDIA (EMAILS)

A PRE-BID MEETING WILL BE HELD ON TUESDAY, JANUARY 30, 2018 AT 9:30 A.M. IN THE OAK MEETING ROOM, GRANDVIEW COMMUNITY CENTER (THE VIEW), 13500 BYARS ROAD, GRANDVIEW, MISSOURI.

AN OVERVIEW OF THE BID SPECIFICATIONS WILL BE GIVEN AND FURTHER EXPLANATION OF MOWING AREAS.

GENERAL CONDITIONS

1.1 Execution Correlation and Intent of Documents:

The Contract Documents are complementary, and what is called for by any one shall be binding as if called for by all. The intention of the documents is to include all labor and materials, equipment, and transportation necessary for the proper execution of the work.

1.2 Notice and Service Thereof:

Where, in any of the Contract Documents, there is any provision in respect to the giving of any notice, such notice shall be deemed to have been given (as to the City) when written notice shall be delivered to the City Representative, or shall have been placed in the United States mails, addressed to the City Representative, at the Grandview Community Center, 13500 Byars Road, Grandview, MO 64030; as to the Contractor, when a written notice shall be delivered to the chief representative of the Contractor at the site of the project to be serviced under the Contract or by mailing such written notice in the United States mails, addressed to the Contractor at the place stated in the papers prepared by him to accompany his proposal as the address of his permanent place of business; as to the surety on the performance bond when a written notice shall have been placed in the United States mails, addressed to the surety at the home office of such surety.

1.3 Copies of Drawings:

The City will furnish to the Contractor, free of charge, copies of drawings and specifications which are reasonably necessary for the execution of the work or documents can be obtained from the City's Web Site: <http://www.grandview.org/work/public-notice>

1.4 Order of Completion:

EXHIBIT "C" shows the mowing cycles that is scheduled for 2018, 2019, and 2020. The Contractor shall follow the start and ending time of the mowing season shown in this exhibit per calendar year.

1.5 Contractor's Understanding:

It is understood and agreed that the Contractor has, by careful examination, satisfied himself/herself as to the nature and location of the work, the conformation of the ground, the character, quality, and quantity of the materials to be encountered, the character of the equipment and facilities needed preliminary to and during the execution of the work, the general and local condition, and all other matters which can in any way effect the work under this Contract.

No verbal agreement or conversation with any officer, agent, or employee of the City either before or after the execution of this Contract shall effect or modify any of the terms or obligations herein contained.

1.6 Materials, Services, and Facilities:

It is understood that except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendent, and all other services and facilities of every nature whatsoever necessary to execute, complete, and deliver the work within the specified time.

1.7 Royalties and Patents:

The Contractor shall hold and save the City and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses, for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by the City, unless otherwise specifically stipulated in the Contract Documents.

1.8 Permits. and Regulations:

The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the work as specified. The Contractor is required to observe all laws and ordinances relating to the obstructing of streets, maintaining signals, keeping open passageways and protecting them where exposed to danger, and all general ordinances affecting him or his employees or his work hereunder in his relations to the City or any person, and also generally to obey all laws and ordinances controlling or limiting the Contractor while engaged in the performance of the work under this Contract. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules, or regulations, and without such notice to the City, he shall bear all costs arising there from. The awarded Contractor will be required to obtain and Occupational License to do business in the City of Grandview and maintain proper insurance as explained in Section 1.19 throughout the duration of the contract.

1.9 Protection of Work and Property:

The contractor shall provide appropriate traffic control devices when working within any street right of way. Reasonable care shall be taken when working near people, vehicles, buildings and property. Contractor employees will cease mowing when the public is in close proximity to his/her equipment, and continue only when people or vehicles have clearly moved a safe distance from the mowing area. Additionally, all safety guards shall be used while performing work in the City of Grandview.

All accidents (both personal injury and City or private property damage) are to be reported to the City Representative as soon as possible. Failure to do so could be grounds for termination of the mowing contract.

1.10 Inspection and Examination of the Work:

The City Representative and his authorized assistants shall have free access to the work at all times for inspection purposes, and shall be furnished by the Contractor, with facilities for ascertaining whether the work being performed or which has been completed is in accordance with the requirements of the specifications, and Contract.

Duly authorized City Representative shall perform the duties under the direction of the City and will be assigned to the project or any part thereof. The presence of the Representative shall in no way lessen the responsibility of the Contractor. In case any dispute arises between the Contractor and the City Representative as to materials furnished or the manner of performing the work, the City Representative shall have authority to reject materials or suspend the work until the question at issue can be referred to and decided by the City. The City Representative is not authorized to revoke, alter, enlarge, relax, or release any requirements of these specifications, nor to approve or accept any portion of the work or to issue instructions contrary to the specifications.

When any material not conforming to the requirements of the specifications has been delivered upon the project or incorporated in the work, or any work performed is of inferior quality, such material or work shall be considered as defective and shall be removed and renewed or made satisfactory, as directed by the City Representative, at the expense of the Contractor.

1.11 Superintendents - Supervision:

The Contractor must at all times have an authorized representative present (during all work done within the City of Grandview) to who orders and/or direction can be given. This representative is to have full authority to carry out all orders given by the City, and shall be available and present while work is being performed.

The Superintendent shall represent the Contractor in his absence and all directions given to him shall be as binding as if given to the Contractor. Directions shall be confirmed in writing upon written request in each case. The Contractor shall give efficient supervision to the work, using his best skill and attention.

Any orders given by the City or its representatives to the manager, superintendents, or supervisor of the Contractor in the absence of the Contractor shall have the same force and effect as if given to the Contractor.

If the Contractor, in the course of the work, finds any discrepancy between the specifications and the physical conditions of the locality, or any errors or omissions in plans or in the layout as given by points and instructions, it shall be his duty to immediately inform the City Representative in writing, and the City Representative shall promptly verify the same. Any work after such discovery, until authorized, will be done at the Contractor's risk.

1.12 Extras:

Except as otherwise herein provided, no charge for any extra work or material will be allowed unless the same has been ordered in writing by the City and the price stated in such order. If extra work is required, the City will request a price quotation in advance before the work will be authorized.

1.13 Claims for Extra Cost:

No claims for additional payments above the Contract Sum, plus such amounts as are authorized for extra work ordered in accordance with the aforesaid paragraphs designated "Extras" will be considered or allowed. This shall include but not be limited to: travel time, meetings, phone calls, etc.

1.14 City's Right to do Work:

In case the Contractor fails to execute any portion of the work embraced in this agreement at a rate of progress satisfactory to the City, or in a manner not in compliance with the specifications, thereupon the City, shall, in writing, notify the Contractor to remove all cause of complaint within a time specified in such notice. If the Contractor fails to do so, the City may proceed to complete such portion of the work in such manner as it may determine. All cost of such work shall be deducted from any money due, or which may become due the Contractor under this Contract.

1.15 Right of the City to Terminate Contract:

If the Contractor should be adjudged bankrupt, or, if any petition in bankruptcy or any proceedings under the provision of the Bankruptcy Act of the U.S. as Amended, are filed by or against the Contractor, or, if he should make a general assignment for the benefit of his creditors, or, if a receiver should be appointed on account of his insolvency, or if he should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or persistently disregard laws, ordinances, or the instruction of the City Representative, or should cease operations under this Contract at any time, or otherwise be guilty of a substantial violation of any provision of the Contract, then the City may, without prejudice to any other right or remedy and after giving the Contractor and his surety seven (7) days written notice, terminate the employment of the Contractor. In such cases, the Contractor shall not be entitled to receive any further payment until the work is finished.

1.16 Contractor's Right to Terminate Contract:

If the work should be stopped under an order of any court, or other public authority, through no act or fault of the Contractor or of anyone employed by him, then the Contractor may, upon ten (10) days' written notice to the City and the City Representative, terminate his Contract.

1.17 Payments:

Upon completion of the work cycle and acceptance by the City Representative, payment will be made. The Contractor shall submit a payment request form along with any supporting documents to the City Representative. Any application for payment, which is not in this form, shall be rejected and returned to the Contractor. The City Representative will review the application for payment and forward it with a recommended payment amount to the City for processing. Contractor will receive payment within 14-21 days.

Contractor shall not proceed with performance of next cycle before approval of last cycle is made by the City Representative.

1.18 City's Right to Withhold Certain Amounts and Make Application Thereof:

If the City Representative finds that work has been performed unsatisfactorily for any given cycle at any specified site, a payment voucher will not be issued until the work has been completed for that cycle and re-inspected by the City Representative and finds satisfactory compliance.

1.19 Contractor's Insurance:

The contractor shall furnish the City with a Certificate of Insurance and maintain with the City a current "Certificate of Insurance". The contractor shall name the City of Grandview as an Additional Insured on the Contractor's policy. The contractor shall be considered suspended if the Contractor's insurance is not satisfactory. If the insurance requirement is not satisfied in 15 days, the contract agreement shall terminate.

(a) Workmen's Compensation Insurance:

The Contractor shall procure and shall maintain during the life of this Contract workmen's compensation insurance for all of his employees to be engaged in work on the project under this Contract. In case any class of employees engaged in hazardous work under this Contract is not protected under the workmen's compensation statute, the Contractor shall provide adequate Employer's Liability Insurance for the protection of such of his employees not otherwise protected. A certificate of workers compensation insurance must be submitted and on file with the City of Grandview prior to bid award.

	Statutory
Employer's Liability	\$500,000 each person
	\$500,000 each accident
	\$500,000 each policy

(b) Public Liability and Property Damage Insurance:

The Contractor shall take out and maintain during the life of this Contract such public liability and property damage insurance as shall protect him, the City of Grandview, and the City Representative, performing work covered by this Contract from claims for damages for personal injury, including accidental death as well as from claims for property damages which may arise from operations under this Contract, whether such operations be by himself/herself or by any one directly or indirectly employed by either of them and the amounts of such insurance shall be as follows:

Property Damage	Limit of \$2,000,000
“General Liability”	
Personal Injury	\$2,000,000 Each Person
Personal Injury	\$2,000,000 Each Occurrence
Property Damage	\$1,000,000 Each Occurrence
Property Damage	\$1,000,000 Aggregate
Personal Injury & Property Damage	Combined Single Limit of \$2,000,000

(c) Comprehensive Automobile Liability:

Bodily Injury and Property Damage \$2,000,000 combined.

The Certificate of Insurance shall name the City of Grandview as additional insured.

The Certificate shall be received and approved by the City prior to commencement of work.

(d) Satisfactory Coverage:

Said insurance shall be written by a company or companies licensed to do business in the State of Missouri and satisfactory to the City. The Contractor shall not cause any policies to be canceled or permit them to lapse and all insurance policies shall include a clause to the effect that the policy shall not be canceled or changed until thirty (30) days after the Owner has received written notice as evidenced by the return receipt of a registered letter.

1.20 Indemnity:

The Contractor shall indemnify and save harmless the City from and against all losses and all claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description brought or recovered against it by reason or any act or omission of the Contractor, his agents or employees, in the execution of the work or in the guarding of it.

1.21 Damages:

The contractor shall be held responsible for any damage, breakage and/or loss of the City's signs, buildings, or vegetation (i.e. trees, bushes, flowers), or any loss incurred to adjacent property, buildings, vegetation, fences or vehicles through the negligence of the contractor or his/her employees when working on the City's premises.

Damage to trees will be assessed on a per tree basis with no aggregate limit. Damages shall be assessed as follows:

- \$50 for any slight damage to trees = damage that may heal over time
- \$100 for severely damage to trees = these are trees that have been damaged in the opinion of the City Representative will contribute to the death of the tree.(Severe trunk damage or limb breakage)

1.22 Assignments:

The Contractor shall not assign the whole or any part of this Contract or any moneys due or to become due hereunder without written consent of the City.

1.23 Subcontractors:

The contractor **shall not engage** or use the services of subcontractors in performing the contract.

1.24 City Representatives Decision:

To prevent disputes and litigation, it is mutually agreed that the City in all cases, determines all questions that may arise relevant to the performance of the work and the adequacy of personnel, equipment, vehicles and material covered under this agreement.

SPECIFICATIONS AND CONDITIONS

The following specifications are considered minimal requirements by the City.

2.1 Service, and Site Locations

The contractor shall provide mowing services for all site locations listed in **EXHIBIT A {Streetscape Areas}**. All work will be performed in a manner satisfactory to and acceptable to the City of Grandview. The contractor shall provide mowing services for the site locations listed in **EXHIBIT B. {Shalimar Park Complex}**. The exhibit index can be found on Page 11 of this Invitation for Bid.

NOTE: In Map Section with maps titled “*Parks Mowing: 71 Frontage Road North I* and “ *Parks Mowing:71 Frontage Road North II*” – these sections of 71 Highway/I-49 will only **be mowed (2) two times per month during the mowing season.** [Review Bid Form for more information.](#)

2.2 Duration of Contract

The duration of the contract shall run from April 9, 2018 through October 19, 2020. The Contract period will be for one year with the option to extend the mowing contract for two (2) additional one-year periods. The City has the right to suspend cycle(s) in a situation where there is drought or extreme rain or flooding.

2.50 Renewal Options:

The mowing contract shall be renewed for a period of not more than two (2) additional (one-year) contract periods. This would equal a total of three (3) years for this current contractual mowing bid. On the Bid Form, the contractor **shall be required** to state the percentage increase for the second (Year 2019) and third (Year 2020) option renewal years. **Failure to do so will disqualify the Contractor from further consideration.** The City will take into consideration fuel cost during the 2019 & 2020 mowing seasons which could affect the percentage increase for each year. The City in those instance will negotiate with the contractor the percentages increase for the 2019 and 2020 mowing season

2.3 Materials and Services:

The contractor shall perform all required work and shall provide and furnish labor, materials, necessary tools, equipment, and utility and transportation services to provide lawn care and grounds maintenance service on property designated by the Department of Parks & Recreation. It is understood and agreed that said labor, materials, tools, equipment and service will be furnished; and said work performed and completed under the direction and supervision and subject to the approval of the City. All equipment must be approved by the City Representative prior to the signing of the contract.

2.4 Independent Contractor:

It is understood that the contractor is an independent contractor and neither him/her nor his/her employees shall represent themselves as either employees or agents of the City of Grandview. Any person employed by the contractor who, in the opinion of the City Representative, 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.

2.5 Hours of Operation:

Operation will occur through April 19, 2018 through October 12, 2018. (Up to Twenty - Eight (28) cycles per year). No mowing or trimming shall take place on weekends and legal holidays falling within the contract period. Holidays include Memorial Day, Independence Day and Labor Day. However, **all areas are to be mowed prior to these holidays.** Mowing **shall not commence** before 7 a.m. in the morning. The I-49 corridor work may start at 6:30 a.m.

2.6 Site Inspection:

A site inspection by the contractor shall be performed prior to each mowing. Trash, debris (including tree limbs no larger than 3" in diameter), or hazards **shall be removed prior to mowing the site** and shall be the responsibility of the contractor. Litter and trash removal is especially required prior to mowing on the I-49 Highway Corridor. **If litter is mowed over and deemed unsightly by the City, the contractor will be called back to pickup the litter.**

2.7 Uniform Mowing:

Mow designated turf areas uniformly to 4" in height; contractor shall mow and trim all designated turf areas. All mowing equipment shall be equipped with sharp blades for cleanly cut the blades of grass. Upon completion, a mowed area shall be free of clumped or rowed grass and tire tracks or ruts from the mowing equipment. Clippings shall be mulched without excessive amounts laying on top of the turf. Areas shall not be scalped or leave areas of uncut turf. Mulch rings around trees and shrubs shall not be disturbed. Any turf areas damaged from spilling or leaking of hydraulic fluids, fuel or other mechanical fluids shall be removed and re-sodded at the Contractor's expense. All sidewalk areas and parking areas will have clippings removed by blowing back into the turf area.

2.8 Discharge of Clippings:

Care shall be taken to prevent discharge of clippings onto any paved surface such as streets, parking lots, sidewalks, driveways or adjacent properties **and tree rings.** Any clippings so discharged shall be removed completely, immediately prior to proceeding with mowing of other areas.

2.9 Trimming:

All structures, trees, poles, signs, fences and planting beds, drainage ways are to be trimmed to attain an aesthetic appearance. Drainage ways that have plant materials growing out of them (i.e. cattails, willows, etc.) may be left as is. Any plant material along the edge or border of drainage ways shall be trimmed.

Special care shall be given to trimming around small trees and other desirable plantings, to prevent damage to bark or vegetation. All trimming must be accomplished maintaining the required 4" cutting height. All trimming **must be accomplished concurrently with mowing operations.**

Plant growth in cracks, seams, of sidewalks, curbs and driveways shall be cut down to the pavement surface during the trimming operations. Edging of all sidewalks and curbs is not required unless it is unsightly to the public. Chemicals will not be used along sidewalks and roadways for edging of these areas.

Pruning of any shrubs or trees shall be prohibited unless written authorization has been given by the City. No mowing equipment shall be left overnight on any of the streetscape or park areas.

2.10 Mowing Schedule:

Contractor shall set at the beginning of the mowing season the days of the week they will be in Grandview mowing. The Contractor will adhere to this schedule throughout the mowing season.

EXHIBIT INDEX

EXHIBIT “A” = STREETScape AREAS TO BE MOWED-BID FORM

- I-49 Frontage Road-Maps North I & II{ **Mowing 2 Times per Month** }
- I-49 Frontage Road –Maps South I, South II, South III {**Mowed Every Week** }
- High Grove Road Section –High Grove Rd Maps I, II, III, IV {**Mowed Every Week** }
- West Main Street Section – Map- 5th & Main {**Mowed Every Week** }
- Parking Lots at 8th & Goode- Map 8th & Goode {**Mowed Every Week** }
- South Main Parking Lots-Map-South Main Parking Lot {**Mowed Every Week** }

EXHIBIT “B” = SHALIMAR PARK COMPEX- 2 COMPLEXES-{ADJACENT TO ONE ANOTHER}

- Shalimar Park {**Mowed Every Week**}
- Park Land to the East of Shalimar Park {**Mowed Every Week**}

EXHIBIT “C”

MOWING CYCLE SCHEDULE 2018, 2019, 2020

<u>CYCLE</u>	<u>DATES</u>
28	April 9, 2018 – October 12, 2018
28	April 8, 2019 – October 18, 2019
28	April 6, 2020 – October 16, 2020

PROPOSAL/BID FORM

CONTRACT MOWING SERVICES

Submitted by (Include-Name, Address, City, State, Zip, Email Address and Phone Number and Contact Person):

NAME: _____ DATE _____

ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

EMAIL: _____ PHONE #: _____ CONTACT _____

To: City of Grandview, Missouri
1200 Main Street
Grandview, MO 64030

Bidders:

In submitting this proposal, the undersigned declares that the only persons or parties interested in the proposal as principals are those named herein and that the proposal is made without collusion or combination of any kind or character either any other person, firm, association, or corporation, or any other member or officer thereof.

Pursuant to and in compliance with the Advertisement for Bids and other documents relating thereto, the undersigned Bidder hereby proposes to furnish all tools, equipment, labor, and materials and to perform all work necessary to provide lawn care and grounds maintenance services in the City of Grandview on property designated by the Department of Parks & Recreation, in strict accordance with the Bid Documents at the following prices; Bidder will provide prices for each mowing cycle for each parcel listed below found in Exhibit "A" and Exhibit "B".

NOTE: Where mowing acreages are shown, they are *estimates only*. Actual acres to be mowed shall be confirmed by each mowing contractor. The acreage listed is simply to provide the bidding contractors an approximate size of the parcels to be mowed. There have been no mowing acreages established for the Streetscape Areas and the bidding contractor shall determine the sizes of those areas.

BID FORM

CONTRACTOR: _____

EXHIBIT “A” - CONTINUED

STREETSCAPE PARCELS:

D. West Main Street Section – Map- 5th & Main

- Around west monument sign on north side of Main Street
- NOTE: This section will be mowed EVERY WEEK-For a TOTAL of 28 Cycles

Cost Per Cycle \$ _____

Total Cost for 28 Cycles \$ _____

E. Parking Lots at 8th & Goode- Map 8th & Goode

- NOTE: This section will be mowed EVERY WEEK-For a TOTAL of 28 Cycles

Cost per Cycle \$ _____

Total Cost for 28 Cycles \$ _____

Sub-Total Streetscape for Item A for – 14 Weeks \$ _____

Sub-Total Streetscape Items B though E for – 28 WEEKS \$ _____
{FOR ALL STREETSCAPE AREAS}

GRAND TOTAL FOR ALL STREETSCAPE AREAS FOR MOWING SEASON \$ _____
(ITEMS A – E)

BID FORM

CONTRACTOR: _____

EXHIBIT “B”

PARK PARCELS:

Shalimar Park

- Shelton Fields – (2.0 acre) (87,120 sq. ft.)
 - Everything **OUTSIDE** of the field fences

- **NOTE: This section will be mowed EVERY WEEK-For a TOTAL of 28 Cycles**

Cost per Cycle \$ _____

Total Cost for 28 Cycles \$ _____

- Adjacent Complex to the East- (7.5 acres) (326,700 sq. ft.)

- **NOTE: This section will be mowed EVERY WEEK-For a TOTAL of 28 Cycles**

Cost per Cycle \$ _____

Total Cost for 28 Cycles \$ _____

TOTAL COST FOR MOWING PARK PARCELS FOR THE SEASON \$ _____
{FOR BOTH PARK LOCATIONS}

CONTRACTOR: _____

The undersigned understands and agrees that if this proposal is accepted, he is to furnish and deliver all the items specified herein in accordance with the requirements herein stipulated, completely assembled for use, and within the time frame indicated below by the bidder.

The undersigned Bidder understands that if awarded, the contract is from April 9, 2018 through October 16, 2020; provided the City chooses to exercise the second and third year options.

I, the undersigned, agree to deliver the service herein specified within _____ days of the date of award by the City.

Name of Bidder _____
(Company Name)

By: _____ Title: _____

Address: _____

Phone: _____ Date: _____

Fax: _____

Email Address: _____

RENEWAL OPTION(S)

STATE PERCENTAGE OF INCREASE FOR EACH RENEWAL YEAR

RENEWAL FOR 2019 = _____% RENEWAL FOR 2020 = _____%

