

2019 Main Street Landscaping Maintenance Project Proposal

REQUEST FOR BID

CITY OF GRANDVIEW

DEPARTMENT OF PARKS AND RECREATION

Bids To Be Returned To:

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

Bids Received Until:

10 A.M, Tuesday, June 18, 2019

NOTE: Faxed Bids and Electronic Bid submittals will not be accepted by the City of Grandview.

Invitation for Bid No.: PR19-003

Date: June 3, 2019

Opening Date: June 18, 2019

Bid Opening Time: 10 A.M.

Don Fowler

Park Services Manger

dfowler@grandview.org

2019 Main Street Landscaping Maintenance Project Proposal

TABLE OF CONTENTS

- ADVERTISEMENT FOR BIDS
- PROPOSAL
- CONTRACT AGREEMENT
- PERFORMANCE/PAYMENT BOND
- SURETY AUTHORIZATION TO INSERT DATE
- SURETY INFORMATION
- WORKER ELIGIBILITY REQUIREMENTS
- WORKER ELIGIBILITY VERIFICATION AFFIDAVIT
- 2019 ANNUAL CONTRACT PROGRESS PAYMENT
- JOB SPECIAL PROVISIONS
- DRAWINGS-1 THROUGH 14

2019 Main Street Landscaping Maintenance Project Proposal

ADVERTISEMENT FOR BIDS 2019 Landscaping Maintenance Project

The City of Grandview, Missouri will received Sealed Bids for the **2019 Main Street Landscaping Project** until 10:00 A.M. on June 18, 2019 at the Municipal Service Building (City Hall), 1200 Main Street, Grandview, Missouri 64030.

The contract provides for landscaping services on and near Main Street generally between 5th Street and the West Outer Roadway of I-49.

An optional onsite pre-bid visit will take place at 10:00 am, Tuesday, June 11, 2019. The meeting will be held in the Mayor's Conference Room, located in the Municipal Services Building (City Hall) 1200 Main Street, Grandview, MO 64030

This advertisement is for qualified contractors, experienced in the similar type projects. The successful bidder may be required to provide proof of either ownership or lease of equipment that will be utilized to complete these services. The successful bidder will be required to provide references.

This contract is a Maintenance Project. This contract does not require prevailing wages to be paid.

The project is subject to the requirements of RSMo Sec. 292.675 concerning worker safety. Pursuant to RSMo Sec 285.530 bidders are required to submit, or have on file with the City of Grandview, the Worker Eligibility Verification affidavit within the contract documents. The City of Grandview reserves the right to reject any and all bids.

2019 Main Street Landscaping Maintenance Project Proposal

1. The undersigned Bidder declares that they have read the Specifications and other Contract Documents, has examined the site of the work and has determined for himself the conditions affecting the work, and he proposes and agrees if this Proposal is accepted, to provide at his own expense, all labor, insurance, superintendence, machinery, plant, equipment, tools, apparatus, appliances ready for its intended purpose, the entire work and all parts thereof described as included under the Contract herein bid upon, in the manner and items prescribed, including all work incidental thereto, according to the Specifications and such instructions as the Director of Parks may give.
2. The undersigned bidder, in compliance with the advertisement for bids, hereby proposes to do the work called for in said Specifications and other contract documents at the following prices:

Description of Project Area:

Main Street from 5th Street to the West Outer Roadway. Includes median island east of 15th Street, tower structure median area at the west frontage road, and all landscaped areas within public right of way on the north and south side of Main Street. The project area also includes the public parking lot at 8th Street and Goode Street and the Civic Plaza area. The project area is as shown in green in the attached Drawings.

2019 Main Street Landscaping Maintenance Project Proposal

Note: A cycle is not complete until items are complete. 1 Cycle may include multiple days.

This contract will be in effect from the date of execution through December 31, 2019 by both parties. The contract is renewable for two additional years upon agreement of both parties as indicated by the annual percent increase in the proposal.

Item No.	Item Description	Project Quantity	X	Unit Price	=	Total
1	Shrub and Hedge Pruning.	1	Cycle	\$	=	\$
2	Tree Trimming.	1	Cycle	\$	=	\$
3	Mowing and Trimming-Total area of 11,830 Square Feet	12	Cycle	\$	=	\$
4	Plant Bed Maintenance-Total area of 11,390 Square Feet	12	Cycle	\$	=	\$
5	Herbicide Treatment	1	Cycle	\$	=	\$
6	Litter Removal.	6	Cycle	\$	=	\$
7	Fall Plant Bed Prepping	1	Cycle	\$	=	\$
				TOTAL BID	=	\$

Renewal Options:

This contract may 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 bid. On the Proposal, the contractor **shall be required** to state the percentage increase for the second (Year 2020) and third (Year 2021) option renewal years. **Failure to do so will disqualify the Contractor from further consideration.** The City will take into consideration fuel cost during the 2020 & 2021 seasons, which could affect the percentage increase for each year. The City in those instances will negotiate with the contractor the percentage increases for the 2020 and 2021 season.

Percent Increase for pay items 1-7 Year 2020	_____ %
Percent Increase for pay items 1-7 Year 2021	_____ %

All prospective bidders are required to submit unit prices and their extensions on all items included in the Proposal. In the event of an omitted extension or mistake

2019 Main Street Landscaping Maintenance Project Proposal

in the extension total, the designated unit price amount shall govern to determine the corrected extension amount.

3. The Undersigned Bidder understands that the above quantities of work to be done are approximate only and are intended principally to serve as a guide in evaluating the bids.
4. The Undersigned agrees, upon written notice of the acceptance of this bid within forty-five days after opening the bids, that he will execute the contract in accordance with the bids as accepted and give Performance and Maintenance Bond on the forms included herein within five (5) days after the prescribed forms are presented for signature.
5. Pursuant to RSMo Sec. 285.530, and as a condition of the award of a contract, all prospective bidders shall submit with their proposal 1) a sworn affidavit in the attached form that the bidder and all known subcontractors participate in EVerify or other federal work authorization program as defined in RSMo Sec. 282.525(6) with respect to employees that will be working in connection with the contracted services and that the bidder and subcontractors will not knowingly employ any person who is an unauthorized alien in connection with the contracted services; and 2) documentation to establish that bidder and known subcontractors participate in E-Verify or other federal work authorization program as defined in RSMo Sec. 282.525(6). The affidavit requirement is met for any contractor or subcontractor that has submitted a suitable affidavit to the City of Grandview within the last calendar year. If awarded the contract, bidder will be required to provide the required affidavit and documentation with respect to all subcontractors not identified in the submitted proposal.
6. Bidders are informed that the project is subject to the requirements of RSMo Sec. 292.675, which requires all contractors and subcontractors doing work on the project to provide, and require its on-site employees to complete or hold documentation of prior completion of, a ten (10) hour course in construction safety and health approved by OSHA or a similar program approve by the Missouri of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. The training must be completed within sixty (60) days of the date work on the project commences. On-site employees found on the worksite without documentation of the required training shall have twenty (20) days to produce such documentation.

2019 Main Street Landscaping Maintenance Project Proposal

7. The Undersigned hereby declares that the only parties interested in this Proposal are named herein, that the Proposal is made without collusion with any other person, firm or corporation, that no member of the City Board of Aldermen, officer or agent of the City of Grandview, Missouri, is directly or indirectly financially interested in this bid.

8. Addendum Numbers _____ were received and considered in the preparation of this Proposal.

The undersigned states that this Proposal is made in the character or capacity checked in the box, that he is the agent of, and is duly authorized to sign for:

(Legal Name of Firm)

(Fictitious Name of Firm, if applicable)

That the Proposal is signed with the full understanding of the plans, provisions, specifications, and the foregoing terms of the Proposal.

CHECK ONLY ONE

()	Missouri Individual	()	Foreign Individual
()	Missouri Partnership	()	Foreign Partnership
()	Missouri Limited Liability Corporation	()	Foreign Limited Liability Corporation Licensed in Missouri, incorporated in the state of
()	Missouri Corporation	()	Foreign Corporation Licensed in Missouri, incorporated in the state of

2019 Main Street Landscaping Maintenance Project Proposal

	CHECK IF APPLICABLE
()	Individual or Partnership, Missouri or Foreign, doing business in Missouri under fictitious name, registered in the office of Secretary of State.

Dated this _____ Day of _____, 2019.

Business Address _____

Phone No. () _____

Fax No. () _____

Tax I.D. No. _____

SIGNATURE OF BIDDER:

By: signature _____, print or type name below
signature line

Title or Capacity: _____ (SEAL)

Name, Title, and Address of all Partners/Principals (continue on separate sheet if
necessary)

- 1)
- 2)
- 3)
- 4)
- 5)

2019 Main Street Landscaping Maintenance Project Project Contract Agreement

This agreement, made and entered into this _____ day of _____, 2019, by and between the City of Grandview, Missouri, Party of the First Part, hereinafter referred to as the "City", and _____ Party of the Second Part, hereinafter referred to as the "Contractor" for the construction of the 2019 Main Street Landscaping Maintenance Project, Grandview, Missouri.

WITNESSETH:

ARTICLE 1.

It is hereby mutually agreed that for and in consideration of the payment of _____ as provided for herein to the Contractor by the City, that said Contractor shall furnish all bonds, insurance, compliance submittals, services, supervision, labor, equipment, and material and shall perform all work necessary to complete the project in a good and substantial manner, ready for use, and in strict accordance with this Contract, a copy of which is filed pursuant to law in the Office of the City Clerk, Grandview, Missouri.

ARTICLE 2.

It is hereby further agreed that all sums due the Contractor by reason of his faithful performance of the work, taking into consideration additions to or deductions from the contract price by reason of alterations or modifications of the original contract or by reason of "extra work" authorized under this contract by the City after said completion and acceptance shall be paid to the Contractor by the City at stated intervals, and in the amount certified by the Director of Parks and Recreation, in accordance with the provisions of this contract. In the event that the Missouri Department of Labor and Industrial Relations has determined that a violation of RSMo Sec. 292.675 relating to OSHA training has occurred and that a penalty as described in Article 8 shall be assessed, the City shall withhold and retain all sums and amounts due and owing when making payments to the Contractor under this Contract.

2019 Main Street Landscaping Maintenance Project

ARTICLE 3.

It is hereby further agreed that:

- a. The Contractor shall insure that not less than the prevailing hourly rate of wages specified shall be paid to all workers performing under the contract if the project exceeds Seventy-Five thousand dollars (\$75,000), and
- b. The Contractor shall forfeit as a penalty to the City ten dollars (\$10.00) for each worker employed, for each calendar day, or portion thereof, such worker is paid less than the stipulated rates for any work done under this contract by the contractor or by any subcontractor under them, and
- c. Before payments are made, an affidavit must be filed by the contractor that he has fully complied with the Prevailing Wage Law and that no payment can be made unless and until this affidavit is filed in proper form and order.

ARTICLE 4.

It is hereby further agreed that any reference herein to the "Contract" shall include all "Contract Documents" including Advertisement for Bids in its entirety, Contractor's response dated the _____ day of _____, 2019, and that said "Contract Documents" are hereby made a part of this agreement as fully as if set out at length herein, and that this contract is limited to the items in this agreement as signed by the "Contractor" and included in the "Contract Documents".

ARTICLE 5.

The Contractor agrees to perform all of the work described in the Contract Documents for the unit prices and lump sums as submitted in the Bid, taking into consideration additions to or deductions from the Total Bid by reason of alterations or modifications of the original quantities or by reason of "Extra Work" authorized under this Contract in accordance with the provisions of this Contract.

ARTICLE 6.

It is hereby further agreed that the contractor will secure and maintain such insurance as will protect the contractor from claims under Worker's Compensation acts, claims for damages because of bodily injury, including personal injury, sickness or disease, or death of any of contractor's employees and from claims for damages because of injury to or destruction of the tangible property including loss of use.

ARTICLE 7.

2019 Main Street Landscaping Maintenance Project

Contractor acknowledges that RSMo Sec. 285.530 prohibits any business entity or employer (including subcontractors) from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Contractor therefore covenants that it is not knowingly in violation of RSMo Sec. 285.530 and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the project, and that its employees are lawfully eligible to work in the United States. It is hereby further agreed that with respect to all subcontractors not identified in Contractor's proposal, the Contractor will provide 1) a sworn affidavit from each subcontractor that the subcontractor participates in E-Verify or other federal work authorization program as defined in RSMo Sec. 285.525(6) with respect to employees that will be working in connection with the contracted services and that the subcontractor will not knowingly employ any person who is an unauthorized alien in connection with the contracted services, and 2) documentation from each subcontractor to establish that the subcontractor participates in E-Verify or other federal work authorization program as defined in RSMo Sec. 285.525(6). Failure to comply with the requirements of this Article shall be grounds for cancellation of this Agreement.

ARTICLE 8.

It is hereby further agreed that:

- a. Contractor shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for its on-site employees, unless such employees have previously completed the required program, which includes a course in construction safety and health approved by OSHA or a similar program approved by the Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. All employees are required to complete the program within sixty (60) days of the contract start date, unless such employees have previously completed the required program. Contractor acknowledges and agrees that any of Contractor's employees found on the project site without documentation of successful completion of a construction safety program shall be required to produce such documentation within twenty (20) day, or will be subject to removal from the project site.
- b. Pursuant to RSMo Sec. 292.675, Contractor shall forfeit to City as a penalty \$2,500.00 plus \$100.00 for each calendar day or portion thereof for each on-site employee found to be without the construction safety training required by state law and subsection a. of this Article 8. The penalty shall not begin to accrue until the time periods described in subsection a. above have elapsed.

2019 Main Street Landscaping Maintenance Project

ARTICLE 9.

It is hereby further agreed that the City reserves the right to terminate this contract for any reason upon at least fifteen days written notice to the Contractor, and that the City may terminate this contract without prejudice to any other remedy it may have, for the contractor's breach hereof upon at least seven days written notice.

IN WITNESS WHEREOF, the Party of the First Part and the Party of the Second Part, respectively, have caused this agreement to be duly executed in the day and year first herein written, in four (4) copies, all of which to all intents and purposes shall be considered as the original.

CONTRACTOR
(Party of the Second Part)

CITY
(Party of the First Part)

By _____

By _____

(Office or Position of Signer)

(Office or Position of Signer)

SEAL

SEAL

ATTEST:

ATTEST:

SECRETARY

CITY CLERK, GRANDVIEW, MISSOURI

The Contracts are in due form according to law, and are hereby approved.

(City Attorney)

2019 Main Street Landscaping Maintenance Project Performance/Payment Bond

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____, hereinafter referred to as

"Contractor", and _____,

a Corporation organized under the laws of the State of _____ and

authorized to transact business in the State of Missouri, as "Surety", are held and firmly

bound unto the City of Grandview, Missouri hereinafter referred to as "Owner" in the penal

sum of

_____ (\$ _____)

lawful money of the United States of America for the payment of which sum, will and truly

to be made, we bind ourselves and our heirs, executors, administrators, successors, and

assigns, jointly and severally by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the above bounded Contractor has, on the _____ day of _____, 2019, entered into a written contract with the aforesaid Owner for furnishing all materials, equipment, tools, superintendence, labor and other facilities and accessories, for the construction of certain improvements as designated, defined and described in the said Contract and the Conditions thereof, and in accordance with the Specifications and plans therefor; a copy of said contract being attached hereto and made a part hereof:

NOW THEREFORE, if said Contractor shall and will, in all particulars, well, duly and faithfully observe, perform and abide by each and every covenant, condition, and part of the said contract, and the Special Conditions, Specifications, Prevailing Wage Law and other Contract Documents thereto attached of, by reference, made a part thereof, according to the true intent and meaning in each case, then this Obligation shall be and become null and void; otherwise it shall remain in full force and effect.

PROVIDED FURTHER, that if the said Contractor fails to duly pay for any labor, materials, sustenance, provisions, provider, gasoline, lubricating oils, fuel oils, greases, coal repairs, equipment and tools consumed or used in said work, groceries and foodstuffs, and all insurance premiums, compensation liability, and otherwise, or any other supplies or materials used or consumed by such Contractor or his, their, or its subcontractors in performance of the work contracted to be done, the Surety will pay the same in any amount not exceeding the amount of this Obligation, together with interest as provided by law.

2019 Main Street Landscaping Maintenance Project

PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract, or the work to be performed thereunder, or the specifications accompanying the same, shall in any wise affect its obligation on this bond and it does hereby waive notice of any change, extension of time alteration, or addition to the terms of the contract, or to the work, or to the specifications.

PROVIDED FURTHER, that if said Contractor fails to pay the prevailing hourly rate of wages, as shown in the attached schedule, to any workman engaged in the construction of the improvements as designated, defined and described in the said contract, specifications and conditions thereof, the Surety will pay the deficiency and any penalty provided for by law which the contractor incurs by reason of (his, its) act or omission, in any amount not exceeding the amount of this obligation together with interest as provided by law.

IN TESTIMONY WHEREOF, the said Contractor has hereunto set his hand, and the said Surety has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its attorney-in-fact duly authorized thereunto so to do, at on this the _____ day of _____, 2019.

SURETY COMPANY (NAME)

CONTRACTOR (NAME)

By _____(SEAL)

By _____(SEAL)

By _____(SEAL)

Title/Position _____
(Attorney-in-Fact)

By _____(SEAL)
(State Representative)

(Accompany this bond with Attorney-in-Fact's authority from the Surety Company to include the date of the bond.)

2019 Main Street Landscaping Maintenance Project

AUTHORIZATION TO INSERT DATE OF CONTRACT IN BOND

City of Grandview, Missouri
Municipal Services Building
1200 Main Street
Grandview, Missouri 64030

Re: Performance, Payment, and Maintenance Bond

Attention: Director of Parks and Recreation

The undersigned is an authorized representative of _____
_____, Surety for
_____, Contractor, for and during the entire period
of construction work on the _____ Project for the City of
Grandview, Missouri.

Authorization is hereby given by the Surety to the City of Grandview, Missouri, to insert the date of the execution of the Contract on both the Bonds and Powers of Attorney.

Surety (SEAL)

Authorized Representative

Date: _____

2019 Main Street Landscaping Maintenance Project

Surety Company Information

COMPANY NAME: _____

BUSINESS
MAILING ADDRESS: _____

CONTACT PERSON: _____

POSITION/TITLE: _____

TELEPHONE NO.: _____

E-MAIL ADDRESS: _____

MAILING ADDRESS (IF DIFFERENT THAN LISTED ABOVE):

COMPANY'S BEST OR STANDARD & POOR'S RATING: _____

Worker Eligibility Requirements

Section 285.530 RSMo Requirements

In accordance with the requirement of Section 285.530 RSMo., the bidder shall submit with its bid or have submitted within one year prior to the date of the bid opening a completed, signed, and notarized City of Grandview **WORKER ELIGIBILITY VERIFICATION AFFIDAVIT** and the cover (first) and signature (last) pages of the Memorandum of Understanding documentation with the Department of Homeland Security confirming participation in E-Verify for the bidder and for any known subcontractors. It is the bidder's responsibility to insure that any potential subcontractors used in the preparation of its bid shall meet the requirements of Section 285.530 RSMo. and are able to submit the affidavit and documentation if chosen as a subcontractor.

I hereby affirm and warrant that the Company and the subcontractors listed on Exhibit 1 are enrolled in a federal work authorization program operated by the United States Department of Homeland Security as defined by Section 285.525 RSMo to verify information of newly hired employees, and the Company and the listed subcontractors shall participate in said program with respect to all employees working or providing services under the Contract. I have attached documentation to this affidavit to evidence enrollment/participation by the Company and the listed subcontractors in a federal work authorization program, as required by Section 285.530 RSMo.

In addition, I hereby affirm and warrant that the Company and all of its subcontractors do not and shall not knowingly employ, in connection with work or services provided under the Contract, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).

I am aware and recognize that, unless certain contract and affidavit conditions with respect to subcontractors (both those listed and others that the Company may contract with) are satisfied pursuant to Section 285.530 RSMo, the Company may be held liable under Sections 285.525 through 285.550 RSMo for such subcontractors that knowingly employ any unauthorized alien to work within the City.

I acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

Affiant Signature

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public

My commission expires:

(documentation of enrollment/participation in a federal work authorization program attached)

2019 Main Street Landscaping Maintenance Project Job Special Provisions

2019 Main Street Landscaping Maintenance Project 2019 Contract Progress Payments

Month	Pay Estimate Due Board Meeting		Check mailed
January 2019	01/29/19	02/12/19	03/01/19
February 2019	02/26/19	03/12/19	03/29/19
March 2019	03/26/19	04/09/19	04/26/19
April 2019	04/30/19	05/14/19	05/31/19
May 2019	05/28/19	06/11/19	06/28/19
June 2019	06/25/19	07/09/19	07/26/19
July 2019	07/30/19	08/13/19	08/30/19
August 2019	08/27/19	09/10/19	09/27/19
September 2019	09/24/19	10/08/19	10/25/19
October 2019	10/29/19	11/12/19	11/29/19
November 2019	11/26/19	12/10/19	12/27 /19
December 2019	12/31/19	01/14/20	01/31/20

The PARKS SERVICES MANAGER shall prepare the pay estimate to cover the Work completed as of the day prior the Due date, present the pay estimate for review by the CONTRACTOR, and following the review, present the pay estimate to the OWNER by the end of the day of Due date. Failure to submit the pay estimate to the OWNER by the end of day of Due date may result in payment being delayed at least 14 days.

The BOARD OF ALDERMEN reserves the right to amend or even cancel its regular meeting, which may impact the date the monthly payment check is mailed.

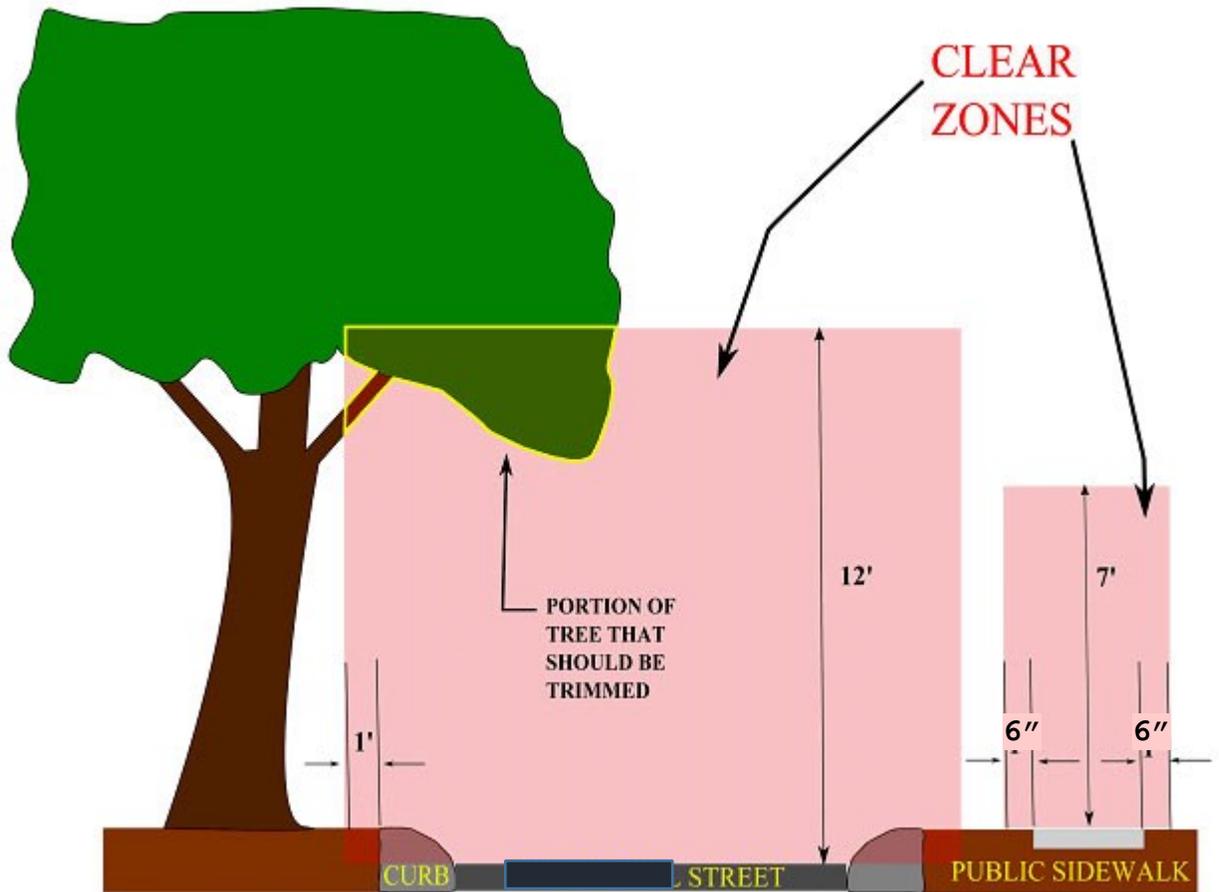
2019 Main Street Landscaping Maintenance Project

Job Special Provisions

- 1) The Contractor shall coordinate activities prior to arriving on site with Don Fowler, Park Services Manager at 816-316-4883.
- 2) Pay Item descriptions are as follows and Payment in 2019 shall be made according to the “2019 Annual Contract Progress Payments” schedule. Future “Contract Progress Payments” schedules shall be conveyed prior to annual contract renewal.
 1. Shrub and Hedge Pruning-Trim/shape shrubs, trim shrubs 6 inches back from curbs and sidewalks to a height not to exceed 2 feet. All trimmings must be removed and disposed of by the contractor.
 2. Tree Trimming-Trim tree canopy that overhangs public sidewalk to 7 feet above sidewalk and tree canopy that overhangs public streets to 12 feet above the street. Also, remove dead canopy material, and sucker growth. Contractor will be responsible for manual removal of all sucker growth from the base and lower trunk of trees within the project area during each maintenance cycle. Sucker growth should never be more than a height of 8 inches and when trimmed must be trimmed flush to the ground. Limbs needing to be cut back shall be cut back to the nearest primary tree branch. All trimmings must be removed and disposed of by the contractor.

2019 Main Street Landscaping Maintenance Project

Job Special Provisions



3. Mowing and Trimming-

Areas of Mowing and Trimming are at the public parking lot at 8th Street and Goode Street and at the Civic Plaza area as shown on Drawings No. 13 and 14. Mowing and Trimming shall occur concurrently with the pay item for Plant Bed Maintenance.

Turf shall be cut at a height of three and a half inches. All mowing equipment shall be equipped with sharp blades achieving a quality cut. Contractor shall, at the beginning of each cycle removal all trash and litter from the entire area prior to initiating any mowing of the turf areas. Trash removal should not be confused with the bid item 6-Litter Removal.

2019 Main Street Landscaping Maintenance Project

Job Special Provisions

Grass clippings and debris must be removed from all hardscapes, including the City Street, before the exit of the crew from the project site. Turf areas shall be free from clumped grass and tire tracks or ruts left by equipment. Turf shall be cut in a professional manner so as not to scalp turn or leave areas of uncut grass.

All structures, trees, poles, signs, fences, and shrub edges are to be trimmed. Special care shall be given to string trimming around small trees as not to inflict damage to bark of trees.

4. Plant Bed Maintenance-

Areas of Plant Bed Maintenance are as shown on Drawings No. 1 through 14. Plant Bed Maintenance shall occur concurrently with the pay item for Mowing and Trimming.

Services would include pulling weeds, removing leaves, trash, and grass cuttings, cutting tree saplings, adding additional mulch material, and application of post-emergent weed control material as required.

- a. Weeding-All plant beds shall be maintained in a weed-free state. Weeds shall be removed at the first sign of growth with the use of proper horticultural techniques and weeding tools as to not damage desired plant material.
- b. Mulching-Mulch shall be installed to a minimum depth of 3” inches. Mulching material shall be Java Brown dyed double ground, hardwood mulch.
- c. All debris, old mulch, and vegetative growth shall be removed of and disposed by the Contractor.
- d. This pay item shall include removal and disposal of existing dead plants.
- e. This pay item includes application of a post emergent weed control product such as Preen.

5. Herbicide Treatment-All weed/volunteer growth in sidewalk, gutter, and hardscapes shall be treated with an approved non-selective herbicide (i.e. Roundup). Additionally, once beds are “weed free” a pre-application herbicide such as Preen® Herbicide (EPA No. 000961-00280-000000) would be allowed to be used. But, care should be taken not to allow the product on sidewalks! Herbicide usage must be in compliance with the “Missouri Pesticide Use Act” and user must be licensed and insured.

WILL NOT BE APPROVED: The following definition applies to what situations will not be approved for the use of Non-selective herbicides: plant growth around fire hydrants, light poles , utility poles and guy wires, sign posts, park structures and buildings, trees, sidewalk edging, and curb edging.

2019 Main Street Landscaping Maintenance Project

Job Special Provisions

The Contractor shall adhere to the following environmental conditions before attempting to proceed with the selective weed control application:

- No anticipated rainfall within 24 hours following the application
- Wind velocity does not exceed 8 MPH during the spray operation
- A minimum daytime temperature of 55 degrees

All contractors shall be certified as a Commercial Pesticide Applicator (Category 3 and 6) with the Missouri Department of Agriculture and provide a copy of the license with the submission of bid. A 95% kill of each broadleaf weed present in the selected area must be achieved within 10-14 days from the application.

6. Litter Removal- Removal of trash as a separate request of the City. This pay item may not take place concurrently with other pay items. The project limits for this pay items includes the project area as described in the Description of Project Area in the Proposal section of the bid. This pay item includes any debris within the project limits such as paper, cans, bottles, bags of trash, limbs (3 inches or smaller in diameter), rocks (does not include landscaping rocks), and yard signs.

Pay item also includes any sweeping and/or blowing of sidewalks required to remove and pick up debris such as broken glass, cigarette butts, and bottle tops.

This pay item includes removing trash from ten (10) existing City owned trash receptacles in the project limits and placing new trash liners in receptacles.

Pay item includes removal of trash from the Civic Plaza fountain drains and Civic Plaza Landscaped areas located at the northeast corner of 8th and Main Street.

For the purposes of this bid item project limits include all streets, sidewalks, curbs, catch basins, gutters, ditches, median islands, and tree and shrub beds that are included in the project area. Timing will likely occur prior to any scheduled City festival(s) or events. All litter and debris must be removed and disposed of by the contractor.

7. Fall Plant Bed Prepping- The Contractor shall clean all beds for the winter season (November/December). This will include removal of dead flower stalks, removing tree leaves, cutting all ornamental grasses to 4 inches above the ground, mulching roses around the base of the plant to protect them from winterkill, and removal of any trash locate in the beds.

2019 Main Street Landscaping Maintenance Project

Job Special Provisions

- 3) The City may choose what activities, i.e. one, multiple, all, or none, are performed, as well as how often.
- 4) The contractor shall not park equipment or materials in angled parking spots on Main Street between 7th Street and Grandview Road. Contractor may park equipment in two adjacent parallel public parking spots on Main Street for a maximum of six hours. Material storage within public parking areas or on City right of way may be allowed only with prior approval of the Park Services Manager and for not more than three business days.
- 5) INSURANCE: The CONTRACTOR shall maintain insurance, with the City of Grandview named as an additional insured, with the following minimum amounts of coverage.

"Automobile Liability"

Bodily Injury	\$1,000,000.00 Each Person
Bodily Injury	\$1,000,000.00 Each Occurrence
Property Damage	\$ 50,000.00 Each Occurrence
Combined Bodily & Property Damage	Limit of \$2,000,000.00

"General Liability"

Personal Injury	\$2,000,000.00 Each Person
Personal Injury	\$2,000,000.00 Each Occurrence
Property Damage	\$1,000,000.00 Each Occurrence
Property Damage	\$1,000,000.00 Aggregate
Personal Injury & Property Damage.	Combined Single Limit of \$2,000,000.00

2019 Main Street Landscaping Maintenance Project

Job Special Provisions

The CONTRACTOR shall furnish evidence that it maintains Workmen's Compensation insurance in the following minimum amounts of coverage.

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

- 6) WORK RESTRICTIONS: No work shall be done between 5:00 p.m. and 8:00 a.m., nor on Saturdays, Sundays, or Holidays without the written permission of the City.
- 7) LAWN/LANDSCAPING SPRINKLER SYSTEMS: Sprinkler systems are not an *UNDERGROUND FACILITY* as defined by Mo statute Sec 319.015, and are not located in junction with notification to Missouri One Call. The Contractor shall inspect to project for the presence of underground sprinkler systems. The Contractor will be responsible for the repairs or modifications to existing sprinkler systems caused by his activity, regardless of notification to Missouri One Call. No direct payment will be made for this item.
- Note:** The City will inform the successful bidding Contractor the areas where underground Irrigation has been installed. Once informed, it will be the Contractor's responsibility not to damage these systems. If damage occurs, it will be repaired at the Contractor's expense.
- 8) OCCUPATIONAL LICENSE: The success bidding Contractor will be required to obtain an Occupational License to perform business in the City of Grandview for the duration of the Contract.