2020 MAIN STREET LANDSCAPING MAINTENANCE PROJECT

Invitation for Bid No.:
X-2001-MAIN STREET LANDSCAPING MAINTENANCE PROJECT

BID DOCUMENTS

Bids To Be Returned To:
City Clerk
CITY OF GRANDVIEW
1200 Main Street
Grandview, MO 64030

Bids Received Until:
10:00 AM, Tuesday, January 7, 2020

Faxed Bids and Electronic Bid submittals will NOT be accepted by the City of Grandview for this project.
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ADVERTISEMENT FOR BIDS
Bids for the 2020 Main Street Landscaping Maintenance Project will be accepted by paper sealed bid only. The bid shall be delivered to the City Clerk, or designated representative, of the City of Grandview, Missouri until 10:00 am on the 7th day of January, 2020, at the Municipal Services Building, 1200 Main Street, Grandview, Missouri 64030. All bids received will be publicly opened and read aloud at the date and time listed above. Bids submitted after the bid acceptance deadline will not be accepted and will be returned unopened.

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

Paper copies of contract Documents may be obtained after 8:00 A.M. on December 16, 2020, at no charge from the Department of Public Works at Grandview City Hall, 1200 Main Street, Grandview, Mo. 64030.

Electronic copies of the bid documents may be obtained from the following website. https://www.grandview.org/work/public-notices. If an electronic copy is obtained from the website, the contractor must check for addendums prior to submitting its bid. Addendums will be posted on the website, but will not be proactively sent to contractors for inclusion with the bid.

This advertisement is for qualified contractors, experienced in landscape maintenance. The successful bidder may be required to provide proof of either ownership or lease of equipment that will be utilized to construct this project.

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

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.
INSTRUCTIONS TO BIDDERS
INSTRUCTIONS TO BIDDERS

Submittal of a bid
1. Bids may be submitted by a paper copy of the bid documents being hand delivered to the City Clerk, or designated representative, of the City of Grandview at 1200 Main St Grandview, Mo prior to the bid acceptance deadline. Bids received after the acceptance deadline or by methods other than stated above will be considered non-responsive and returned unopened to the bidder.

2. Each bid shall be submitted enclosed in a sealed envelope, addressed to the City Clerk, City Hall, 1200 Main Street, Grandview, Missouri 64030, identified on the outside with the words, "PROPOSAL FOR " followed by the PROJECT NAME (as shown on the project data sheet), followed by the words "GRANDVIEW, MISSOURI", and shall identify the bidder. Bids shall be delivered to the City Clerk on or before the time and date specified in the Advertisement for Bids, at which time they will be publicly opened and read aloud.

3. Each bidder submitting a paper bid shall sign the bid documents, giving his usual signature and giving his full business address. Bids by partnerships shall be signed with the partnership name followed by the signature of one of the members of the partnership or by an authorized representative and designation of the person signing. Bids by corporations shall be signed with the name of the corporation, followed by the signature and designation of the president, secretary, or other person authorized to bind it in the matter. Bids by corporations shall include the corporate seal. If the corporation is not required by the laws of the state in which it is incorporated to have a seal, the bidder shall indicate such in the space provided for the seal. The names of all persons signing shall also be typed or printed below the signature. A bid by a person who affixes to his signature the word "president", "secretary", "agent", or other designation, without disclosing his principal, may be held to the bid of the individual signing. When requested by the Owner, satisfactory evidence of the authority of the officer signing in behalf of a corporation shall be furnished.

4. Each bid submitted on paper shall be legibly written or printed in ink, on the proposal form provided in this bound copy of proposed Bid Documents. No alterations in proposals, or in the printed forms thereof, by erasures, interpolations, or otherwise will be acceptable. A bidder may alter or correct a unit price, lump sum bid or extension entered on the paper bid form by crossing out the figure with ink and entering a new unit price, lump sum bid or extension above or below in ink, with the bidder's initials. The City may require the bidder to identify any alteration so initialed.

5. Each bidder shall carefully examine the Specifications, and other Bid Documents, shall visit the project site(s) and fully inform itself of all conditions affecting the work or the cost thereof, and shall be presumed to have done so and his bid shall be based upon his own conclusions from such examination. Each bidder shall inform himself concerning all Federal, State and local laws, ordinances or regulations which may in any manner affect his proposed operations of construction, or those engaged or employed on the work or the material or equipment. Should bidder find discrepancies in, or omissions from, Specification or other Bid Documents, he should at once notify the Director of Public Works to obtain clarification or interpretation prior to submitting any bid. Any interpretation of the proposed Bid Documents will be made only by addendum duly issued by the Director of Public Works, or designated representative. The City will not be responsible for any other explanations or interpretations of the proposed Contract Documents.
6. No bidder may submit more than one proposal. If more than one bid is received from an individual, firm or corporation under the same or different name, or from different firms or corporations having common ownership, control, or “Principals” both bids will be disqualified and rejected.

7. The Contract Agreement is included in the bid documents is a sample copy and is included solely to provide potential bidders with information concerning the additional document required should the bidder be awarded the contract for this project. This document is not to be completed or executed as part of the bid.

Addendums

8. Any interpretation, correction, or supplemental information of the proposed Contract Documents will be made only by addendum duly issued and a copy of such addendum will be mailed or delivered to each person obtaining a set of such documents from the source named in the advertisement of bids. If submitting a paper bid, the bidder must acknowledge all addendums within paragraph 8 of the portion of the bid documents entitled Proposal. When so stated on the addendum, any and all addenda to the bid Documents on which a proposal is based, shall be properly signed by the bidder, and accompany the bid documents when submitted.

Compliance with Laws, Ordinances, and Rules and Regulations

9. Attention of bidders is particularly called to the requirement of Section 285.530 RSMo. Each bidder shall submit with its bid a WORKER ELIGIBILITY VERIFICATION AFFIDAVIT and the cover page and signature page 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 by the bidder as a subcontractor.

10. Attention of bidders is particularly called to the Missouri Human Rights Act and its requirement for ensuring that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, or national origin. The Contractor and all subcontractors will be required to comply with required State labor regulations including Equal Employment Opportunity, Non-Segregated Facilities, Prevailing Wage Rates, and Affirmative Action requirements.

11. All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout.

Withdraw of Bids

12. A bidder may withdraw his bid at any time prior to the date and time set for bid opening. A request to withdraw a paper bid by the bidder must be in writing and received by the City Clerk prior to bid opening.

13. Any bid not withdrawn prior to the date and time set for the opening shall not be permitted to be withdrawn for a period of forty-five (45) days after the date and time set for the opening.

Post Bid Opening

14. The City reserves the right to accept the bid which, in its judgment, is the lowest and best bid; to reject any or all bids; and to waive irregularities or informalities in any bid submitted. Bids received after the specified time of closing will be returned unopened.
PROJECT DATA SHEET
PROJECT DATA SHEET

Project Name: 2020 Main Street Landscaping Maintenance Project

Project Number: X-2001-MAIN STREET LANDSCAPING MAINTENANCE

Location: 1200 Main St, Grandview, MO 64030

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

The Affidavit on the following page may be removed and copied. Either the completed, signed, and notarized Affidavit or this page, if the bidder the fulfills the requirements listed below, must be completed and submitted with the bid documents. Neither the Affidavit nor this page are required to be bound within the documents.

In accordance with Sec 285.530.2, if the bidder has submitted to the City of Grandview a completed City of Grandview Worker Eligibility Verification Affidavit within the one year of this bid opening date, a new Affidavit is not required.

IF the bidder meets the above requirement AND does NOT submit a new Affidavit with this bid then the following information must be provided.

Company, Partnership, LLC name: __________________________

Date previous Affidavit was submitted: ______________________
(must not be more than 365 days prior to this project’s bid opening date)

City of Grandview Project name: ____________________________
for which a bid and previous Affidavit were submitted.
WORKER ELIGIBILITY VERIFICATION
AFFIDAVIT
WORKER ELIGIBILITY VERIFICATION AFFIDAVIT FOR ALL
CITY OF GRANDVIEW CONTRACT AGREEMENTS IN EXCESS OF $5,000
(for joint ventures, a separate affidavit is required for each business entity)

STATE OF _______________  )
COUNTY OF ______________ ) ss

On this __________ day of __________________, 20____, before me appeared ___________________
personally known to me or proved to me on the basis of satisfactory evidence to be a person whose name is
subscribed to this affidavit, who being by me duly sworn, deposed as follows:

My name is _________________________, and I am of sound mind, capable of making this affidavit, and
personally certify the facts herein stated, as required by Section 285.530 RSMo, to enter into a contract
agreement with the City of Grandview (“City”) to perform a certain job, task, employment, labor, personal services,
or other activity for which compensation is provided, expected, or due, said contract more particularly described
as _________________________________ (the “Contract”); and

I am the ____________ of ___________________________ (the “Company”), and I am duly authorized,
title                              business name
Directed, and/or empowered to act officially and properly on behalf of the Company.

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)
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 Public Works 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:

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Plan Quantity</th>
<th>Units</th>
<th>Unit Price</th>
<th>=</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Shrub and Hedge Pruning</td>
<td>2</td>
<td>Cycle</td>
<td>$</td>
<td>=</td>
<td>$</td>
</tr>
<tr>
<td>2</td>
<td>Tree Trimming</td>
<td>2</td>
<td>Cycle</td>
<td>$</td>
<td>=</td>
<td>$</td>
</tr>
<tr>
<td>3</td>
<td>Mowing and Trimming</td>
<td>12</td>
<td>Cycle</td>
<td>$</td>
<td>=</td>
<td>$</td>
</tr>
<tr>
<td>4</td>
<td>Plant Bed Maintenance</td>
<td>12</td>
<td>Cycle</td>
<td>$</td>
<td>=</td>
<td>$</td>
</tr>
<tr>
<td>5</td>
<td>Herbicide Treatment</td>
<td>1</td>
<td>Cycle</td>
<td>$</td>
<td>=</td>
<td>$</td>
</tr>
<tr>
<td>6</td>
<td>Tree and Shrub Insect Treatment</td>
<td>2</td>
<td>Cycle</td>
<td>$</td>
<td>=</td>
<td>$</td>
</tr>
<tr>
<td>7</td>
<td>Fall Plant Bed Prepping</td>
<td>1</td>
<td>Cycle</td>
<td>$</td>
<td>=</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td><strong>TOTAL BID</strong></td>
<td></td>
<td></td>
<td></td>
<td>=</td>
<td><strong>$</strong></td>
</tr>
</tbody>
</table>

SUBMIT PROPOSAL WITHIN BOUND BID DOCUMENTS
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 2021 & 2022 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 2021 and 2022 season.

| Percent Increase for pay items 1-7 Year 2021 | ________% |
| Percent Increase for pay items 1-7 Year 2022 | ________% |

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 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.

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 E-Verify 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. The Undersigned further agrees that if awarded the contract, he will commence the work in accordance with Section B of the Job Special Conditions and when the above described time restrictions are not conformed to, the contractor shall pay liquidated damages as specified in Section C of the Job Special Conditions.

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.

<table>
<thead>
<tr>
<th></th>
<th>CHECK ONLY ONE</th>
</tr>
</thead>
<tbody>
<tr>
<td>( ) Missouri Individual</td>
<td>( ) Foreign Individual</td>
</tr>
<tr>
<td>( ) Missouri Partnership</td>
<td>( ) Foreign Partnership</td>
</tr>
<tr>
<td>( ) Missouri Limited Liability Corporation</td>
<td>Foreign Limited Liability Corporation Licensed in Missouri, incorporated in the state of</td>
</tr>
<tr>
<td>( ) Missouri Corporation</td>
<td>Foreign Corporation Licensed in Missouri, incorporated in the state of</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>CHECK IF APPLICABLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>( ) Individual or Partnership, Missouri or Foreign, doing business in Missouri under fictitious name, registered in the office of Secretary of State.</td>
<td></td>
</tr>
</tbody>
</table>

SUBMIT PROPOSAL WITHIN BOUND BID DOCUMENTS
Dated this ____________ Day of________________, 2020.

Business Address
____________________________________
____________________________________
____________________________________

Phone No. (     ) _______________________
Fax No. (     ) _______________________
Email Address _________________________
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) ______________________________________
The Contract Agreement pages are included in the bid documents as sample copies, and are included solely to provide potential bidders with information concerning the additional documents required should the bidder be awarded the contract to construct this project. These documents are not to be completed or executed as part of the bid.
CONTRACT AGREEMENT

This agreement, made and entered into this ____ day of ________, 2020, 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 work on the 2020 Main Street Landscaping Maintenance Project, Grandview, Missouri.

WITNESSETH:

ARTICLE 1.
It is hereby mutually agreed that for and in consideration of the payment ______________________ ($_____), 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 Public Works, in accordance with the provisions of this contract.

ARTICLE 3.
This is not a prevailing wage project.

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 ____________, 2020, 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.
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.
This project does not require OSHA 10 Certification.

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)

By __________________________
(Office or Position of Signer)

CITY
(Party of the First Part)

By __________________________
(Office or Position of Signer)

SEAL

ATTEST:

SECRETARY

CITY CLERK, GRANDVIEW, MISSOURI

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

 __________________________
(City Attorney)
ANNUAL CONTRACT PROGRESS PAYMENT
## 2020 ANNUAL CONTRACT PROGRESS PAYMENTS

<table>
<thead>
<tr>
<th>Month</th>
<th>Pay Estimate Due</th>
<th>Board Meeting</th>
<th>Check mailed</th>
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<tbody>
<tr>
<td>January 2020</td>
<td>01/28/20</td>
<td>02/11/20</td>
<td>02/28/20</td>
</tr>
<tr>
<td>February 2020</td>
<td>02/25/20</td>
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<td>July 2020</td>
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<td>August 2020</td>
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<td>September 2020</td>
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<td>October 2020</td>
<td>10/27/20</td>
<td>11/10/20</td>
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</tr>
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<td>November 2020</td>
<td>11/24/20</td>
<td>12/08/20</td>
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<td>December 2020</td>
<td>12/29/20</td>
<td>01/12/20</td>
<td>01/29/20</td>
</tr>
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</table>

The ENGINEER 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.
JOB SPECIAL PROVISIONS
A. **SCOPE OF WORK:** This project is to be considered a Maintenance Project. The contract provides for landscaping services on and near Main Street generally between 5th Street and the West Outer Roadway of I-49.

B. **CONTRACT TIME:** This contract shall be in effect from March 1, 2020 thru December 31, 2020.
   a. The contract is renewable for two additional years upon agreement of both parties as indicated by the annual percent increase in the proposal.
      i. Future “Contract Progress Payments” schedules shall be conveyed prior to annual contract renewal.

C. **LIQUIDATED DAMAGES:** Contractor and City agree that damages suffered in the event of Contractor’s failure to timely complete the Project are incapable or very difficult of accurate estimation and that the amount so fixed herein as liquidated damages is a reasonable forecast of just compensation for the harm that will be caused to the City of Grandview and the public. Contractor and City agree that the date of beginning and the time for completion of the Project are essential conditions of the Contract. Upon the failure by Contractor to achieve completion of the Project within the time provided in the Contract documents, the Contractor shall pay to the City, as liquidated damages and not as a penalty, the sum of $0.00 per day of delay until such time as the work is completed. Contractor acknowledges that the City shall not be required to show actual harm in order to assess liquidated damages.

D. **MEASUREMENTS AND PAYMENTS OF CONTRACT BID ITEMS:**

   All Pay Items are paid per cycle.
   i. A cycle may not be complete in one day, it may include work on multiple days.
   ii. A cycle is not considered complete until the item is complete throughout the project locations.
   iii. The City may choose what activities, i.e. one, multiple, all, or none, are performed, as well as how often.

Measurements and payments for items listed in the proposal will be made as follows:

1. **Shrub and Hedge Pruning:** No direct measurement will be made. Item will be considered for payment upon completion of the item and the item’s cycle. The cycle is considered complete when the activity has been completed throughout the maintenance locations. (Up to 2 Cycles)

2. **Tree Trimming:** No direct measurement will be made. Item will be considered for payment upon completion of the item and the item’s cycle. The cycle is considered complete when the activity has been completed throughout the maintenance locations. (Up to 2 Cycles)

3. **Mowing and Trimming:** No direct measurement will be made. Item will be considered for payment upon completion of the item and the item’s cycle. The cycle is considered complete
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when the activity has been completed throughout the maintenance locations. (Up to 12 Cycles)

4. Plant Bed Maintenance: No direct measurement will be made. Item will be considered for payment upon completion of the item and the item’s cycle. The cycle is considered complete when the activity has been completed throughout the maintenance locations. (Up to 12 Cycles)

5. Herbicide Treatment: No direct measurement will be made. Item will be considered for payment upon completion of the item and the item’s cycle. The cycle is considered complete when the activity has been completed throughout the maintenance locations. (1 Cycle)

6. Tree and Shrub Insect Treatment: No direct measurement will be made. Item will be considered for payment upon completion of the item and the item’s cycle. The cycle is considered complete when the activity has been completed throughout the maintenance locations. (Up to 2 Cycles)

7. Fall Plant Bed Prepping: No direct measurement will be made. Item will be considered for payment upon completion of the item and the item’s cycle. The cycle is considered complete when the activity has been completed throughout the maintenance locations. (1 Cycle)

E. EROSION AND SEDIMENT CONTROL: A City of Grandview Erosion and Sediment Control Permit will NOT be required for this project.

F. BIDDING METHOD: Electronic bids will not be accepted. Bids for the 2020 Main Street Landscaping Maintenance Project will be accepted by paper sealed bid only. The bid shall be delivered to the City Clerk, or designated representative, of the City of Grandview, Missouri until 10:00 am on the 7th day of January, 2020, at the Municipal Services Building, 1200 Main Street, Grandview, Missouri 64030. All bids received will be publicly opened and read aloud at the date and time listed above. Bids submitted after the bid acceptance deadline will not be accepted and will be returned unopened.

G. Project Specific Notes

a. City Hall property at 1200 Main St, north of the public sidewalk is not included in any of the proposed work.

b. Shrub and Hedge Pruning
   i. Trim/shape shrubs, trim shrubs 6 inches back from curbs and sidewalks to a height not to exceed 2 feet.
   ii. All trimmings must be removed and disposed of by the contractor.
   iii. Up to 2 Cycles

c. Tree Trimming
   i. 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.
ii. 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.

iii. Limbs needing to be cut back shall be cut back to the nearest primary tree branch.

iv. All trimmings must be removed and disposed of by the contractor.

v. Up to 2 Cycles

d. Mowing and Trimming

i. 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.

ii. Approximately 11,830 SF each cycle.

iii. Up to 12 Cycles

iv. Turf shall be cut at a height of three and a half inches.
   1. All mowing equipment shall be equipped with sharp blades achieving a quality cut.

v. 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.

vi. Grass clippings and debris must be removed from all hardscapes, including the City Street, before the exit of the crew from the project site.
   1. Turf areas shall be free from clumped grass and tire tracks or ruts left by equipment.

vii. Turf shall be cut in a professional manner so as not to scalp turn or leave areas of uncut grass.

viii. 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.
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e. Plant Bed Maintenance
   i. Areas of Plant Bed Maintenance are as shown on Drawings No. 1 through 14.
   ii. Plant Bed Maintenance shall occur concurrently with the pay item for Mowing and Trimming.
   iii. Approximately 11,390 SF each cycle.
   iv. Up to 12 Cycles
   v. Services would include pulling weeds, removing leaves, trash, and grass cuttings, removal of tree saplings, adding additional mulch material as needed, and an application of post-emergent weed control material as required.
      1. Weeding
         a. All plant beds shall be maintained in a weed-free state.
         b. 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.
      2. Mulching
         a. Mulch shall be installed to a minimum depth of 3” inches.
         b. Mulching material shall be dyed, double ground, hardwood mulch.
         c. Color to be determined after contract is awarded
   3. All debris, old mulch, and vegetative growth shall be removed and disposed of by the Contractor.
   4. This pay item shall include removal and disposal of existing dead plants.
   5. This pay item includes application of a post emergent weed control product, such as Preen.

f. Herbicide Treatment
   i. All weed/volunteer growth in sidewalk, gutter, and hardscapes shall be treated with an approved non-selective herbicide (i.e. Roundup).
   ii. 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!
   iii. Herbicide usage must be in compliance with the “Missouri Pesticide Use Act” and user must be licensed and insured.
   iv. WILL NOT BE APPROVED: The following definition applies to what situations will not be approved for the use of Non-selective herbicides:
      1. plant growth around fire hydrants, light poles, utility poles and guy wires, sign posts, park structures and buildings, trees, sidewalk edging, and curb edging.
   v. The Contractor shall adhere to the following environmental conditions before attempting to proceed with the selective weed control application
      1. No anticipated rainfall within 24 hours following the application
      2. Wind velocity does not exceed 8 MPH during the spray operation
      3. A minimum daytime temperature of 55 degrees
      4. 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.
      5. A 95% kill of each broadleaf weed present in the selected area must be achieved within 10-14 days from the application.
vi. Up to 2 Cycles

g. Tree and Shrub Insect Treatment
   i. The successful contractor will be responsible to monitor insect pests on the plant material including trees and shrubs.
   ii. Special attention shall be given to bagworms, beetles, etc. that have been issues in the last two years.
   iii. The City will approve up to two treatments during the growing season.
   iv. The City shall be notified before the spraying commences and shall be notified of the insecticide used before any applications are made.
   v. The City shall approve the chemical(s) prior to use, for the insect treatment on the landscape materials.
   vi. Up to 2 Cycles

h. Fall Plant Bed Prepping
   i. The Contractor shall clean all beds for the winter season, typically in November and/or December.
   ii. 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 the removal of any trash located in the beds.
   iii. 1 Cycle
   i. The Contractor shall coordinate activities, prior to arriving on site, with Don Fowler, Park Services Manager, at 816-316-4883.

j. The PARKS SERVICES MANAGER shall
   i. Prepare the pay estimate to cover the Work completed as of the day prior the Due date,
   ii. Present the pay estimate for review by the CONTRACTOR, and following the review,
   iii. 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.

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

l. Contractor parking/staging of materials
   i. The contractor shall not park equipment or material in angled parking spots on Main Street between 7th Street and Grandview Road.
   ii. Contractor may park its equipment in two adjacent, parallel parking spots on Main Street’s on-street public parking areas, for a maximum of six continuous hours.
   iii. Material storage within public parking areas, or on City right of way may be allowed
      1. only with prior approval of the Park Services Manager, and
      2. using proper safety delineation, and
m. 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 &      Combined Single Limit of 
   Property Damage.      $2,000,000.00 

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 

n. WORK RESTRICTIONS: No work shall be done dusk to dawn, nor on Saturdays, Sundays, or Holidays without the written permission of the City.

o. 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.
   i. The Contractor shall inspect to project for the presence of underground sprinkler systems.
   ii. 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.
   iii. No direct payment will be made for this item.
   iv. The City will inform the successful bidding Contractor the areas where underground Irrigation has been installed.
       1. Once informed, it will be the Contractor’s responsibility not to damage these systems.
       2. If damage occurs, it will be repaired at the Contractor’s expense.

p. 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.
DRAWINGS
Parks Mowing: 8th & Goode = 10,970 S.F.

Mowing Areas

Regular Schedule

$S.F. = SQUARE FEET MOWING$