

**RESOLUTION NO. R-17-12**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH MARK GREEN, LLC, FOR THE CONTRACTUAL MOWING AND LANDSCAPE SERVICES OF CERTAIN CITY OF GLADSTONE PARKS AND CITY FACILITIES.**

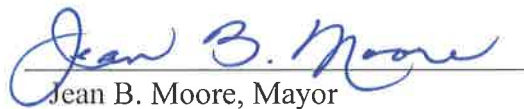
WHEREAS, three proposals were received for contract mowing and landscaping services for the 2017 season, and the proposal from Mark Green, LLC has been determined to be the best overall bid; and

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, AS FOLLOWS:**


THAT, the City Manager of the City of Gladstone, Missouri, is hereby authorized to execute a contract for contractual mowing and landscape services of certain City of Gladstone Parks and City Facilities, for the 2017 mowing season in the amount of \$97,660.

FURTHER, THAT funds are hereby authorized for such purpose from the General Fund.

**INTRODUCED, READ, PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 27<sup>TH</sup> DAY OF FEBRUARY 2017.**

  
Jean B. Moore, Mayor

ATTEST:

  
Ruth Bocchino, City Clerk

**Department of Parks, Recreation, & Cultural Arts  
Memorandum**



**DATE: February 22, 2017**

**TO: Scott Wingerson, City Manager**

**FROM: Justin Merkey, Director of Parks, Recreation & Cultural Arts**

A handwritten signature in blue ink, appearing to be "JM", is written over the "FROM" line.

**RE: Mowing and Landscape Bid Award**

Staff created and publicized a bid for the weekly mowing of the following areas:

- City Hall & Linden Square
- Gladstone Community Center and Central Park
- Fire Stations 1 and 2
- 72<sup>nd</sup> St. Tennis Courts
- Hamilton Heights
- Hobby Hill
- Meadowbrook Park
- RockCreek Meadow
- Sycamore Park
- Flora Park
- Little Gully
- Oak Grove Park
- Atkins Johnson Farm & Museum
- Big Shoal Cemetery
- Vacant Lots located at: 6906 N. Locust, 6902 N. Locust, 6880 N. Oak, 6900 N. Oak, 6834 N. Campbell)

In addition, the bid contained all city gardening which includes the downtown area (Linden Square, City Hall, and Community Center), park signs, monument signs at city entry points, islands, 69<sup>th</sup>-71<sup>st</sup> and N. Oak, and other city properties such as public works, animal shelter, etc.

The total bid for mowing all packages:

Top Care: \$2,515.40  
Mark Green, LLC: \$2,545  
Millers Lawn: \$3,770.82

The total bid for gardening services:

Mark Green, LLC: \$22 per hour  
Millers Lawn: \$32 per hour  
Top Care: \$34 per hour

It is my recommendation that we accept Mark Green's bid and award him the mowing and gardening contract. His hourly rate was the lowest at \$22 per hour for gardening. In addition, Mark Green has mowed our properties the last three seasons and performed landscape duties in the absence of our city gardener. We were highly impressed with his ability to clean up the City Hall and Linden Square Grounds late last summer and feel he has a good working knowledge of the City and the City's properties.

Please let me know should you have any questions.

**MOWING CONTRACT**

**THIS AGREEMENT**, made and entered into this 27 day of February, 2017, by and between the City of Gladstone, a Missouri municipal corporation, hereinafter referred to as the "City" and Mark Green, hereinafter referred to as the "Contractor".

**WITNESSETH:**

**WHEREAS**, the accomplishment of the work and services described in this Contract is necessary and essential to the operation of the City; and

**WHEREAS**, the City desires to engage the Contractor to render services as described in this Contract, and the Contractor is willing to perform such services;

**NOW, THEREFORE**, in consideration of the premises and covenants hereinafter contained, the parties hereto hereby agree as follows:

**ARTICLE I  
DESCRIPTION OF PROJECT**

The Contractor shall mow/garden certain City of Gladstone parks, facilities and right-of-ways for the 2017 season as set forth in the attachments "1", "2" and "3".

**ARTICLE II  
CONTRACTOR'S SCOPE OF SERVICES**

The Contractor shall perform services relevant to the Contract in accordance with the terms and conditions set forth herein, and as provided in Mowing Specifications and Mowing Bid Form in attachments "1", attached hereto and incorporated by reference herein.

The Contractor hereby agrees that, immediately upon the execution of this Contract and upon receipt of notification by the City, the Contractor will enter upon the duties herein prescribed. The City is not liable and will not pay the Contractor for any services rendered before written authorization is received by the Contractor from the City.

The City will notify the Contractor each time an area requires mowing. The City supervisor will notify the Contractor when to mow each package. The Contractor shall begin mowing the specified area within 48 hours of notification by the City. All mowing and trimming shall be completed in an immediate area prior to beginning another mowing location by the Contractor. The Contractor will notify the City within 24 hours after mowing of a specified area is completed. All work of Contractor pursuant to the terms of this contract shall be completed between the hours of 8:00 AM and 7:00 PM, Monday through Friday. The following mowing standards shall apply to the work of the Contractor:

The Contractor shall trim around all objects located on the property including, but not limited to, trees, shrubs, playground equipment, fences, and buildings.

The Contractor shall be required to temporarily relocate movable objects as necessary to provide a uniform mow (movable objects shall include, but not be limited to, trash barrels and picnic tables). Such objects shall be returned to their original position after an area is mowed.

The Contractor shall remove litter prior to mowing an area. Any litter cut through by the mower shall be removed by Contractor.

The Contractor shall use sharp blades to minimize turf stress. Areas serviced by the Contractor shall present a neat, evenly mowed appearance, free from any unmowed strips or cut through litter.

The Contractor shall cut the grass to approximately 3 inches in all areas.

The Contractor will notify the City when the ground is too wet for the Contractor to perform the services required by this Contract and damage to the turf will result by performance of the Contractor.

The Contractor agrees to employ, train and supervise adequate personnel with appropriate qualifications and experience to provide the services outlined herein. The Contractor will observe established standards of safety and shall take all necessary safety precautions to protect the general public, Contractor's employees, and City employees and facilities from injury or damage. The Contractor shall immediately notify the City of any accident or incidents which occur as a result of the Contractor's activities on the premises. The Contractor agrees to pay for any damage to property, including damage to plant materials, caused by its activities.

The Contractor shall be courteous and tactful when in contact with the public. The Contractor will not tolerate any type of workplace violence committed by or against its employees. The Contractor will prohibit its employees from making threats, carrying concealed weapons or engaging violent activities, or in connection with City property or the services to be provided under this Contract.

In the event that an area is missed by the Contractor or is not mowed as specified, the Contractor agrees to return to the designated sight within 24 hours of notification by the City.

### **ARTICLE III CHANGES IN SCOPE**

If changes occur either in the Contractor's Scope of Services or the Description of the Project, a supplemental agreement may be negotiated at the request of either party. All modifications to this Contract must be in writing and signed by the parties hereto.

### **ARTICLE IV CONTRACTOR'S FEE**

A. Contractor expressly states that it is an independent Contractor and its employees shall not be deemed employees nor joint employees of the City of Gladstone.

B. Contractor shall be paid for its services by the City as follows:

1. As compensation for services as described herein and in Exhibit "2" of this Contract, the Contractor shall be paid a "Basic Fee" which shall constitute full and complete payment for said services and all expenditures which may be made and expenses incurred, except as

otherwise expressly provided in this Contract. The "Basic Fee" shall be the lump sum amount of \$ 1895 per mow cycle for providing mowing services for all areas set forth in the **Mow Package ("A")** attached hereto and \$ 325 per mow cycle for providing mowing services for all areas set forth in the **Mow Package ("B")** , \$ 325 per mow cycle for providing mowing services for all areas set forth in the **Mow Package ("C")** and \$ 22 per total of estimated hours @ hourly rate for providing gardening services for all areas set forth in the **Gardening Package ("D")** attached hereto.

2. The parties hereto do expressly agree that the "Basic Fee" is based upon the services to be provided by the Contractor and that Contractor shall not be entitled to any other payment by the City. Payment for each mow shall be paid by the City upon completion by the Contractor of a package cycle and submittal of a statement from the Contractor to the City stating the date and location at which the mowing services were performed by the Contractor for the City.

Payment Schedule for "Basic Fee". The "Basic Fee" shall be paid by the City within thirty (30) days of receipt of the statement from the Contractor.

#### **ARTICLE V COMPLIANCE WITH LAW**

The Contractor agrees to comply with all federal, state, and local regulations related to the performance of the Contract. Specifically, the Contractor shall obtain a City of Gladstone Occupational License during the term of the Contract.

#### **ARTICLE VI TERMINATION**

- A. This Contract may be terminated by the City without prior notice to the Contractor in the event of substantial failure by the Contractor to fulfill its obligations under this Contract.
- B. This Contract may be terminated by the City for its convenience upon fifteen (15) days prior written notice to the Contractor.
- C. In the event of termination, as provided in this Article, the Contractor shall be paid as compensation in full for services performed to the date of such termination, an amount calculated in accordance with the contractual mowing bid amounts set forth in the Exhibits attached hereto.

#### **ARTICLE VII ASSIGNMENT**

This Contract shall not be assignable except at the written consent of the parties hereto, and if so assigned, shall extend to and be binding upon the successors and assigns of the parties hereto.

**ARTICLE VIII  
DISCLOSURE**

The Contractor hereby affirms that it has not made or agreed to make any valuable gift whether in the form of service, loan, thing, or promise to any person or any of the person's immediate family, having the duty to recommend, the right to vote upon, or any other direct influence on the selection of Contractors to provide services to the City within two years preceding the execution of this Contract.

**ARTICLE IX  
INDEMNITY**

The Contractor agrees to indemnify, and hold harmless the City and its officers, agents, and employees from and against all suits, actions, attorney fees, costs, expenses or claims of any character brought because of any injury or damage received or sustained by any person, persons, or property arising out of or resulting from any acts, error, or omission of the Contractor or its agents or employees. The indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in this Contract.

**ARTICLE X  
INSURANCE**

The Contractor agrees to procure and maintain at its expense insurance in the kinds and amounts hereinafter provided with insurance companies authorized to do business in the State of Missouri, covering all operations under this Contract, whether performed by it or its agents. Before commencing work, the Contractor shall furnish to the City a certificate or certificates in a form satisfactory to the City showing that it has complied with this paragraph, naming the City as an additional insured on said policies. All certificates shall provide that the policy shall not be changed or canceled until at least ten (10) days prior written notice shall have been given to the City. Kinds and amounts of insurance required are as follows:

- A. Workmen's Compensation Insurance. Workmen's Compensation Insurance for Contractor's employees in accordance with the provisions of the Workmen's Compensation Act of the State of Missouri.
- B. Liability Insurance. Comprehensive General Liability Insurance with broadening endorsement to included Completed operations and Blanket contractual and Personal injury with combined single limit of \$1,000,000 per person and \$2,762,789 per occurrence and Employment Practices Liability Insurance with \$1,000,000 limits. All policies providing such insurance coverage shall name the City of Gladstone as an additional insured.

**ARTICLE XI  
DISCRIMINATION PROHIBITED**

In performing the services required hereunder, the Contractor shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age, disability or any other basis protected by state, federal or local law. The Contractor agrees to comply with applicable immigration laws, including the Immigration Reform & Control Act of 1990.

**ARTICLE XII  
ADMINISTRATION OF AGREEMENT**

The City Manager or his authorized representative shall administer this Contract for the City.

**IN WITNESS WHEREOF**, the parties hereto have executed this Contract to bind themselves, their partners, as successors, and legal representatives of the day and year first above written.

Contractor Mark Green LLC

Mark Green  
By:

The City of Gladstone, Missouri

Scott Wingerson  
By: Scott Wingerson, City Manager

Attest:

Ruth Bocchino  
Ruth Bocchino, City Clerk

4/17/17