

**RESOLUTION NO. R-20-11**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH DG LANDSCAPING FOR THE CONTRACTUAL LANDSCAPE SERVICES OF CERTAIN CITY OF GLADSTONE PARKS AND CITY FACILITIES.**

**WHEREAS**, proposals were received for contract landscape services for the 2020 season, and the proposal from DG Landscaping has been determined to be the best overall bid.

**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 landscape services of certain City of Gladstone Parks and City Facilities, for the 2020 season in the amount of \$17,465.

**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 9<sup>th</sup> DAY OF MARCH 2020.**

  
\_\_\_\_\_  
Mayor Carol J. Suter

ATTEST:

  
\_\_\_\_\_  
Ruth E. Bocchino, City Clerk





## *Request for Council Action*

RES  # R-20-11

BILL  # City Clerk Only

ORD # City Clerk Only

Date: 3/2/2020

Department: Parks & Recreation

Meeting Date Requested: 3/9/2020

Public Hearing: Yes  Date: [Click here to enter a date.](#)

Subject: Contractual Landscape Service

Background: A Bid for Contractual Landscape Services was advertised and proposals were received.

Budget Discussion: Funds are budgeted in the amount of \$ 17,465 from the General Fund. Ongoing costs are estimated to be \$ 17,465 annually. Previous years' funding was \$NA

Public/Board/Staff Input: Staff have checked references, evaluated the services provided by DG Landscaping and have determined they are the best overall bid for contractual landscape services.

Provide Original Contracts, Leases, Agreements, etc. to: City Clerk and Vendor

Justin Merkey  
Department Director/Administrator

PC  
City Attorney

SW  
City Manager





## DETAIL BID SCHEDULE - GARDENING

Location	Address	Square Feet	Notes	Estimated hours for the season
Community Center-East Side	6901 N. Holmes	200	annual/perennials mix	21
Community Center-West Side	6901 N. Holmes	100	annual/perennials mix	11
Community Center Planters	6901 N. Holmes	27	annual/perennials mix	5
Central Park Fountain Area	6901 N. Holmes		perennials only	11
Central Park Southeast corner	6901 N. Holmes	66	perennials only	5
70th St. Street Island (2)	70th St. between Holmes and Cherry	100	annual/perennials mix	11
70th St. Clock tower	70th St. between Holmes and Cherry	78	annual/perennials mix	5
Flora Park	6002 N. Flora	24	perennials only	8
Happy Rock South Entrance-East Side	7511 N. Antioch	190	perennials only	11
Happy Rock North Entrance-East Side	7511 N. Antioch	190	perennials only	11
Happy Rock Softball Entrance-East Side	7511 N. Antioch	100	perennials only	11
Hobby Hill East	NW 76th Terrace & N. Main	500		11
Hobby Hill West	77th & Broadway Avenue			16
Oak Grove Northeast corner	7600 N. Troost	24	perennials only	5
Oak Grove Southeast corner	7600 N. Troost	44	perennials only	11
Oak Grove Southwest corner	7600 N. Troost	24	perennials only	5
Oak Grove Large Shelter	7600 N. Troost	30	perennials only	5
Oak Grove Restrooms	7600 N. Troost	30	perennials only	5
Meadowbrook	1920 NE 60th Terrace	18	perennials only	8
Hamilton Heights	6600 N. Main	150	perennials only	11



### EXHIBIT 3

Little Gully	5901 N. Park	34	perennials only	5
City Hall front entrance	7010 N. Holmes	137	annuals	11
City Hall employee entrance	7010 N. Holmes	122	annual/perennials mix	5
City Hall Public Safety entrance	7010 N. Holmes	15	annual/perennials mix	5
Public Works Bldg.	4000 NE 76th St.	190	annual/perennials mix	16
Animal Shelter Planter	4000 NE 76th St.	100	perennials only	5
Highway #1 Entrance Sign		300		19
Antioch/Englewood Entrance Sign	NE side of Antioch/Englewood intersection	300	perennials only	16
Englewood/Broadway sign SW corner-island	SW corner of Englewood/Broadway	5000	perennials only	64
Englewood/Broadway NE corner	NE corner of Englewood/Broadway	500	perennials only	16
North Oak Trafficway-69th to 71st	a strip of curbside plantings on both sides of the street from 6900 North Oak Trafficway to 7100 North Oak Trafficway	approx. 7,000	perennials only	48
Linden Square	602 NE 70th	approx. 3,100	annuals/perennials	32
Big Shoal Cemetery	4125 NE 64th St.	6 planter boxes	annuals	11
Atkins Johnson Farm - Farmhouse	4019 NE Pleasant Valley Road	135	annuals/perennials and peony maintenance	16
Atkins-Johnson Farm - Entrance	4019 NE Pleasant Valley Road	500	Native	11
Pleasant Valley Road Roundabout	N. Antioch Rd. & NE Pleasant Valley Rd.		Perennials	32

Total Hours: 499

Total Hours x Hourly Rate = 35<sup>00</sup>

Total Bid: 17,465<sup>00</sup>









# GARDENING CONTRACT

**THIS AGREEMENT**, made and entered into this **10TH** day of **MARCH**, 2020, by and between the City of Gladstone, a Missouri municipal corporation, hereinafter referred to as the “City” and **T. RAE LLC DBA DG LAWNSCAPING**, 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 garden certain City of Gladstone parks, facilities and right-of-ways for the 2020 season as set forth in *Attachment 1*.

## **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 Gardening Bid Form and Gardening Specifications in *Attachment 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 Parks Superintendent is in charge of the gardening package (designated *Exhibit 3*). The Contractor shall begin gardening the specified area within 48 hours of notification by the City. All gardening and trimming shall be completed in an immediate area prior to beginning another gardening location by the Contractor. All work of Contractor pursuant to the terms of this contract shall be completed between the hours of 7:00 AM and 7:00 PM, Monday through Friday. The following gardening standards shall apply to the work of the Contractor:

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



# GARDENING CONTRACT

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 gardened 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 1b* 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 **\$17,465.00** for providing gardening services for all areas set forth in the **Garden Package ("Exhibit 3")** 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 gardening service shall be paid by the City upon completion by the Contractor of a package cycle and submittal of a *monthly* statement from the Contractor to the City stating the date and location at which the gardening services were performed by the Contractor for the City.



# **GARDENING CONTRACT**

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 gardening 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.



# **GARDENING 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 \$2,905,664 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.



# GARDENING CONTRACT

## 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:

**T. RAE LLC DBA DG LANDSCAPING**

*Trace R. Graves*  
By: Trace R. Graves, Owner

The City of Gladstone, Missouri

*Scott Wingerson*  
By: Scott Wingerson, City Manager

Attest:

*Ruth Bocchino*  
Ruth Bocchino, City Clerk





# **GARDENING CONTRACT**

## **ATTACHMENT 1** *(includes Exhibits 1b and 3)*





**CITY OF GLADSTONE**  
**CONTRACTUAL MOWING AND GARDENING BID FORM**

Complete and return this form in a sealed envelope clearly marked "Mowing Bid" to the Director of Parks, Recreation & Cultural Arts, Gladstone Community Center, 6901 N. Holmes, Gladstone, Missouri, 64118, no later than 10:00 AM, Wednesday, February 12, 2020.

**FIRM NAME:** T. Rae, LLC dba DG Landscaping  
**YOUR NAME:** Trace R Graves  
**ADDRESS:** 12921 N. Stark Ave, Liberty, MO 64068  
**TELEPHONE:** **BUSINESS:** 816 548 0226 **HOME/CELL:** 816 519 8212

**ATTACH ADDITIONAL SHEETS, IF NEEDED**

1. Describe your mowing and gardening experience (Please provide name, address and telephone number of at least three references for both mowing and gardening - may use separate sheet, if necessary):

I am an avid gardener and the landscaping side of my business does quite a bit of residential landscaping. Pictures attached. I have been gardening for 30+ years and have been in business since March 2015.  
References + pictures attached.

2. List the mowing and gardening equipment you will be using (please use separate sheet, if necessary). Please include details such as horsepower, cutting width, make, model, etc.

See attachment

3. Can you meet the general specifications? yes

4. Attach a copy of your insurance coverage. ✓

5. Attach a copy of proof of Workman's Compensation. ✓

6. Do you have a City of Gladstone Occupational License? I will if contracted.

7. List number of employees to be provided by your company to perform this contract:  
1-2 Work will be done by Trace Graves, only using help with heavy lifting.

**EXHIBIT 1b**

8. State your per mow fee for providing mowing services, your estimated total hours and your hourly fee for gardening services. *Provide detail by the park and garden locations on attached sheets (Exhibits 2 & 3).*

PARKS PACKAGE A (Mowing) NO Bid

PARKS PACKAGE B (Gardening) \$ 17,465<sup>00</sup>

PARKS PACKAGE C (Mowing & Gardening) \$ 17,465<sup>00</sup>

CONTRACTOR'S SIGNATURE: Jace R Graves DATE: 2-10-2020



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