

RESOLUTION NO. R-20-12

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH ZAMBELLI LAWN CARE AND SNOW REMOVAL, LLC, FOR THE CONTRACTUAL MOWING SERVICES OF CERTAIN CITY OF GLADSTONE PARKS AND CITY FACILITIES.

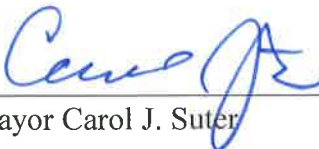
WHEREAS, proposals were received for contract mowing services for the 2020 season, and the proposal from Zambelli Lawn Care and Snow removal, LLC, has been determined to be the best overall bid; and

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 services of certain City of Gladstone Parks and City Facilities for the 2020 mowing season in the amount of \$60,295.20.


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 9th DAY OF MARCH 2020.



Mayor Carol J. Suter

ATTEST:



Ruth E. Bocchino, City Clerk



Request for Council Action

RES # R-20-12

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 Mowing Service

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

Budget Discussion: Funds are budgeted in the amount of \$ 60,295.20 from the General Fund. Ongoing costs are estimated to be \$ 60,295.20 annually. Previous years' funding was \$NA

Public/Board/Staff Input: Staff have checked references, evaluated the services provided by Zambelli Lawn Care and Snow Removal LLC and have determined they are the best overall bid for contractual mowing services.

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

Justin Merkey
Department Director/Administrator

PC
City Attorney

SW
City Manager



ADDENDUM

DETAIL BID SCHEDULE-MOWING

PACKAGE A

Site name	Address	Acres	Mowing Acres	Cost per Mow	Notes
1	City Hall & Linden Square	4	1.18	52.12	Includes 70th Street Islands. Weekend mowing
2	Central Park	14.5	4.41	153.48	
3	Fire Station I	1	0.23	40.00	
4	Fire Station II	1.5	0.41	40.00	
5	Gladstone Community Center	2.5	1.82	63.42	Weekday mowing
6	72nd St. Tennis Court	3.1	1.55	54.01	
7	Hamilton Heights Park	9	2.26	79.74	
8	Hobby Hill East	39	3.1	108.03	
9	Hobby Hill West			40.00	
10	Meadowbrook Park	14	4.21	146.21	
11	Rockcreek Meadow	10	1.4	52.48	South end of property, (creek to berm)
12	Sycamore Park	2.8	0.87	45.00	
13	Flora Park	29	3.17	110.47	
14	Little Gully	1	0.68	43.12	
15	Empty Lot	0.84	0.26	40.00	
16	Empty Lot	0.93	0.71	43.12	
17	Empty Lot	0.19	0.19	40.00	
18	Empty Right of Way		0.31	40.00	NE 70th Terrace right of way between N. Harrison & N. Campbell directly north of 7016 N. Harrison and 7025 N. Campbell
19	Oak Grove Park	20	15.5	540.12	
20	Atkins Johnson Farm & Cemetery	22	8	278.78	Prefer to mow when farm is not open.

Total 2,009.84 @ 30 CTS = 60,295.20



MOWING 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 **ZABELLI LAWN CARE & SNOW REMOVAL LLC**, 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 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 the Mowing Bid Form and Mowing 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 will be the supervisor in charge of the mowing package (designated *Package A*). 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. 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 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.



MOWING CONTRACT

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 and in mowing *Package A* shall alternate directions in the mowing pattern. 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 5 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.



MOWING CONTRACT

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 **\$2,009.84** per mow cycle for providing mowing services for all areas set forth in the **Mowing Package (A)** 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 *monthly* 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.



MOWING CONTRACT

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.



MOWING CONTRACT

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.

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:

**ZABELLI LAWN CARE & SNOW
REMOVAL LLC**

By: Wayne J. Zambelli, Owner

The City of Gladstone, Missouri

By: Scott Wingerson, City Manager

Attest:

Ruth Bocchino, City Clerk



MOWING CONTRACT

ATTACHMENT 1
(includes Exhibits 1b and 2)

**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, Friday, February 12, 2020.

FIRM NAME: ZAMBELLI LAWN CARE & SNOW REMOVAL LLC.
YOUR NAME: Wayne Zambelli
ADDRESS: 10908 N. WABASH AVE.
TELEPHONE: BUSINESS: 719-357-2579 HOME/CELL: 719-357-2579

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):

Retired M. Litany
Derek Ellis 10805 N. WABASH AVE KCMO / 816-582-2680 / LAWN & GARDENING
ADAM HORN 10815 N. WABASH AVE KCMO / 816-447-7554 LAWN & GARDENING
Mantz Bros / Duwayne Mantz 913-789-9333 SNOW REMOVAL ✓
MULTI-PRESS USA INC. Debra Shumayer 913-371-6999 SNOW REMOVAL

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 ATTACHED.

3. Can you meet the general specifications? yes

4. Attach a copy of your insurance coverage. see attached

5. Attach a copy of proof of Workman's Compensation. see attached

6. Do you have a City of Gladstone Occupational License? yes

7. List number of employees to be provided by your company to perform this contract:
6-8

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)	<u>\$ 60,295.20</u>
PARKS PACKAGE B (Gardening)	<u>\$ 29,952</u>
PARKS PACKAGE C (Mowing & Gardening)	<u>\$ 90,247.20</u>

CONTRACTOR'S SIGNATURE:  DATE: 2/7/2020



ADDENDUM

DETAIL BID SCHEDULE-MOWING

PACKAGE A

Site name	Address	Acreage	Mowing Acres	Cost per Mow	Notes
1	City Hall & Linden Square	4	1.18	57.12	Includes 70th Street Islands. Weekend mowing
2	Central Park	14.5	4.41	153.48	
3	Fire Station I	1	0.23	40.00	
4	Fire Station II	1.5	0.41	40.00	
5	Gladstone Community Center	2.5	1.82	63.42	Weekday mowing
6	72nd St. Tennis Court	3.1	1.55	54.01	
7	Hamilton Heights Park	9	2.26	78.74	
8	Hobby Hill East	39	3.1	108.03	
9	Hobby Hill West	NW 77th & N. Broadway		40.00	
10	Meadowbrook Park	NE 60 Terr & N. Euclid	4.21	146.74	
11	Rockcreek Meadow	6613 N. Prospect	1.4	52.48	South end of property, (creek to berm)
12	Sycamore Park	NE 66 St. & N. Prospect	0.87	45.00	
13	Flora Park	6000 N. Flora	3.17	110.47	
14	Little Gully	NE 59 St & N. Park	0.68	43.12	
15	Empty Lot	6880 N. Oak	0.26	40.00	
16	Empty Lot	6900 N. Oak	0.71	43.12	
17	Empty Lot	6834 N. Campbell	0.19	40.00	
18	Empty Right of Way	NE 70th Terrace	0.31	40.00	NE 70th Terrace right of way between N. Harrison & N. Campbell directly north of 7016 N. Harrison and 7025 N. Campbell
19	Oak Grove Park	7600 NE Troost	15.5	540.54	
20	Atkins Johnson Farm & Cemetery	4019 NE Pleasant Valley Rd	8	278.78	Prefer to mow when farm is not open.

Total 2,009.84 @ 30 cuts = \$60,295.20

