

RESOLUTION NO. R-21-12

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH KITCH'S LAWN CARE & LANDSCAPE SERVICE, INCORPORATED, FOR THE CONTRACTUAL LANDSCAPE SERVICES OF CERTAIN CITY OF GLADSTONE PARKS AND CITY FACILITIES.

WHEREAS, proposals were received for contract landscape services for the 2021 season, and the proposal from Kitch's Lawn Care and Landscape Services, Incorporated, 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 2021 season in the amount of \$33,940.00.

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 8th DAY OF FEBRUARY 2021.


Jean B. Moore, Mayor

ATTEST:


Ruth E. Bocchino, City Clerk



Request for Council Action

RES ☒ # R-21-12

BILL ☐ # City Clerk Only

ORD # City Clerk Only

Date: 2/2/2021

Department: Parks & Recreation

Meeting Date Requested: 2/8/2021

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 \$ 33,940 from the General Fund. Ongoing costs are estimated to be \$ 33,940 annually. Previous years' funding was \$NA

Public/Board/Staff Input: Staff have checked references, evaluated the services provided by Kitch's Lawncare and Landscape Services, Inc., 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

JM
City Attorney

SW
City Manager



R-21-12

GARDENING CONTRACT

THIS AGREEMENT, made and entered into this 24th day of March, 2021, by and between the City of Gladstone, a Missouri municipal corporation, hereinafter referred to as the "City" and **Kitch's Lawncare & Landscape Services Inc.**, 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 2021 season as set forth in *Attachment 1 (includes Exhibits G1a, G1b & G2)*.

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 Gardening Specifications and Gardening Bid Form 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 gardening package (designated *Exhibit G2*). 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 8:00 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 in violent activities 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 G1b* 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 **\$23,940.00** for providing gardening services for all areas set forth in the **Gardening Package (Exhibit G2)** 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: Kitch's Lawncare &
Landscape Services Inc.

Randy Kitch
By: Randy Kitch, Owner

The City of Gladstone, Missouri

Scott Wingerson
By: Scott Wingerson, City Manager

Attest:

Ruth E Bocchino
Ruth Bocchino, City Clerk

WORK AUTHORIZATION AFFIDAVIT
PURSUANT TO SECTION 285.530 RSMo

STATE OF MISSOURI)
COUNTY OF CLAY) ss.

As used in this Affidavit, the following terms shall have the following meanings:

EMPLOYEE: Any person performing work or service of any kind or character for hire within the State of Missouri.

FEDERAL WORK AUTHORIZATION PROGRAM: Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

KNOWINGLY: A person acts knowingly or with knowledge, (a) with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or (b) with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

UNAUTHORIZED ALIEN: An 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).

BEFORE ME, the undersigned authority, personally appeared Randy Kitch, who, being duly sworn, states on his oath or affirmation as follows:

1. My name is Randy Kitch and I am currently the owner of Kitch's Lawn Care & Landscape Services, Inc. (hereinafter "Contractor"), whose business address is 9956 SE 113th St KC Mo 64157, and I am authorized to make this Affidavit.

2. I am of sound mind and capable of making this Affidavit and am personally acquainted with the facts stated herein.

3. Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with gardening services contracted between Contractor and the City of Gladstone, Missouri.

4. Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

Randy Kitch
Affiant

Randy Kitch
Printed Name

Subscribed and sworn to before me this 15th day of April, 2021.

[Signature]
Notary Public

SEAL

NATE VALENCIA
NOTARY PUBLIC-NOTARY SEAL
STATE OF MISSOURI
COUNTY OF CLAY
COMMISSION # 19627256
MY COMMISSION EXPIRES 10/10/2023

