RESOLUTION NO. R-22-28

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH EMBASSY LANDSCAPE GROUP, INCORPORATED, FOR THE CONTRACTUAL LANDSCAPE SERVICES OF CERTAIN CITY OF GLADSTONE PARKS AND CITY FACILITIES.

WHEREAS, proposals were received for contract landscape services and the proposal from Embassy Landscape Group, 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 2022 season in the amount of \$49,103.

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 13th DAY OF JUNE 2022.

Bill Garnos, Mayor

ATTEST:

Kris Keller, City Clerk



THIS AGREEMENT, made and entered into this <u>15th</u> day of <u>June</u>, 2022, by and between the City of Gladstone, a Missouri municipal corporation, hereinafter referred to as the "City" and <u>Embassy Landscape Group Inc.</u>, 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 2022 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.



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 *not to exceed* \$49,103 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.



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.



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.



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.

The City of Gladstone, Missouri
Selt blin
By: Scott Wingerson, City Manager
Attest:
Kris Keller, City Clerk

ACORD.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/13/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

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PRODUCER		CONTACT Kelli L. Nelson, CISR			
Holmes Murphy-Kansas City	y	PHONE (A/C, No, Ext): 816 857-7833 (A/C, No):			
1828 Walnut Street Suite 70	1	E-MAIL ADDRESS: KNelson@holmesmurphy.com			
Property Casualty/MM-KC Kansas City, MO 64108		INSURER(S) AFFORDING COVERAGE NA			
		INSURER A: AMCO Insurance Company	19100		
INSURED		INSURER B : Nationwide Mutual Insurance Company	23787		
Embassy Landsca	* '	INSURER C : Columbia Casualty Company	31127		
6105 NW River Pa		INSURER D :			
Riverside, MO 64150		INSURER E :			
		INSURER F:			
COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:			

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.								
INSR LTR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s
Α	X COMMERCIAL GENERAL LIABILITY	Х	Х	GLAO3019872827	11/01/2021	A STORY OF STATE OF STREET, STATE OF ST	EACH OCCURRENCE	\$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
	X PD Ded: \$2,000						MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$2,000,000
	POLICY X PRO-						PRODUCTS - COMP/OP AGG	\$2,000,000
	OTHER:							\$
Α	AUTOMOBILE LIABILITY	X	X	ACPBAA3019872827	11/01/2021	11/01/2022	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	X ANY AUTO			0			BODILY INJURY (Per person)	\$
	OWNED SCHEDULED AUTOS ONLY AUTOS						BODILY INJURY (Per accident)	\$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
								\$
Α	X UMBRELLA LIAB X OCCUR			ACPCAA301987287	11/01/2021	11/01/2022	EACH OCCURRENCE	s6,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	s6,000,000
	DED X RETENTION \$\$0							\$
В	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			ACPWC3019872827	11/01/2021	11/01/2022	X PER OTH-	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A					E.L. EACH ACCIDENT	\$1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$1,000,000
C Contractor's		X	X	CEO6042831528	11/01/2021	11/01/2022	\$2,000,000 Limit	
Pollution & Prof.							\$2,000,000 Aggrega	te
Liability							\$10,000 Retention	
DESC	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)							

CERTIFICATE HOLDER	CANCELLATION
City of Gladstone PO Box 10719 Gladstone. MO 64188-0719	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE
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WORK AUTHORIZATION AFFIDAVIT PURSUANT TO SECTION 285.530 RSMo

STATE OF MISSOURI

STATE OF MISSOURI)
COUNTY OF Jackson,) 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 will make who, being duly sworn, states on his oath or affirmation as follows:
1. My name is Litie Jordyn and I am currently the Dirof HR of Combassy Lands cape Group. Two. (hereinafter "Contractor"), whose business address is Lotos N. W. River Park Dr. Riverside MD, 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.
Affiant orclyn
Printed Name
Subscribed and sworn to before me this 17th day of June, 2022.
Dana S Bruegging Notary Public-Notary Seal STATE OF MISSOURI Commissioned for Jackson County My Commissioned Expires: 09/19/2024 ID. #93539830



Proposal Date:

6/15/2022

Embassy Landscape Group 6105 River Park Drive Riverside, MO 64150

* Indicates required information - Contracts will be denied if required information is not provided

Billing information			
	Accounts Payable Details:	COI Details:	
Billing Name*		*	
Street Address*			
City, State, Zip*			
AP/COI Contact Name*			
Phone Number*			
Email*			
PO Number Yes		AR Invoicing Contact at Embassy: Jill Kreitzer 816-595-0143	
Direct Deposit Yes		JKreitzer@embassylandscape.com	

Payment can be made by check, direct deposit or a Discover, Visa or Mastercard credit card. An additional 3.5% convenience fee will be added to invoices paid by credit card.



Request for Council Action

RES ⊠# R-22-28	BILL □# City Clerl	k Only	ORD # City Clerk Only	
Date: 6/7/2022			Department: Parks & Recreation	
Meeting Date Requested: 6/1	.3/2022			
Public Hearing: Yes Dat	e: Click here to en	iter a date.		
Subject: City Landscape Co	ntract			
<u>Background</u> : The City's Landscape services was publicly bid in 2021 and awarded to Kitch's Lawncare and Landscape Services Inc.				
Budget Discussion: Funds are budgeted in the amount of \$49,103 from the General Fund. Ongoing costs are estimated to be \$49,103 annually. Previous years' funding was \$49,103				
Public/Board/Staff Input: After numerous discussions regarding the poor performance with the city's current landscape company, Kitch's Lawncare and Landscape Services Inc, city staff is recommending termination of the contract as little improvement has been noted. Staff has proactively contacted the second winning bid from 2021 and staff is recommending we enter into a contract with Embassy Landscape Group, Inc. Staff feels they have the resources necessary to keep up with the City's landscape needs.				
Provide Original Contracts, Leases, Agreements, etc. to: City Clerk and Vendor				
Justin Merkey Department Director/Admini	strator	JM City Attorney	SW City Manager	