



Request for Bids Mowing Services 2021 – 2024

I) SUMMARY

The City of Centralia, Missouri is requesting bids for mowing and grounds keeping services for the Centralia City Cemetery; approximately sixteen (16) acres. The contract will be for a period beginning March 20, 2021 through March 19, 2024, with two (2) possible one-year extensions.

II) GENERAL OVERVIEW

The City of Centralia, population 4,244 (2018 US Census Estimate) is a Fourth-Class City in northeast Boone County and western Audrain County, Missouri. The City is managed by a City Administrator and governed by a Mayor and Six Aldermen, all of whom serve two-year terms. They are ultimately responsible for the awarding and managing the performance of the contract, but day-to-day contact and primary communication will be through the Cemetery Sexton.

III) SCOPE OF SERVICES

The scope of services is explained in greater detail in the sample contract attached below (Attachment B) but are generally as follows.

1. The approximate mowing season runs from April 1st through October 31st. Mowing services shall be performed roughly between the hours of 7:00 a.m. and 8:30 p.m. Monday through Saturday. If weather dictates, mowing on Sunday will be allowed, but this should not be a regular practice.
2. Contractor is expected to furnish all labor, equipment, and supplies to perform contract.
3. Contractor is expected to mow cemetery grounds and trim around headstones and perform all cleanup and light maintenance associated with mowing and trimming. Contractor is expected to blow grass and weed clippings off headstones. Contractor is expected to mow approximately once per week during high growth periods, less frequently when dry. The grass should not exceed five and a half (5-1/2) inches but should not be cut lower than four (4) inches. Weed trimming should be done each time mowing is done.
4. Contractor is expected to mow grass and trim around headstones immediately before Memorial Day each year and perform other such clean-up and maintenance work to make the cemetery appear well kept, maintained and presentable for that holiday.
5. Contractor is expected to keep the ditch along Highway 22 mowed as well as most of the ditch along Rollins St., but the City crew will mow the ditch along Rollins St. from Southgate St. to Clark St.

6. Contractor must remove all flowers from graves according to the schedule in the contract.

IV) General Terms

A. Renewal & Extension

The contract shall be in full force and effect beginning March 20, 2021 through March 19, 2024, with two (2) possible one (1) year extensions. With a mutual agreement by the successful bidder, at the sole discretion of the City, this contract may be extended for not more than two (2) additional twelve (12) month periods under the same terms and conditions.

B. Billing, Payment & Penalty

Payment shall be made in equal payments according to a regular schedule established by the agreement but the first payment each year of the contract will be no earlier than the 1st of April. Payments will be made on the Wednesday after the meeting of the General Government and Public Safety Committee (typically the second Monday of each month). To ensure sufficient time for the payment to be processed, invoices must be submitted for payment no later than 12:00 PM on the Wednesday ***before the meeting of the General Government and Public Safety Committee*** of each month. The Cemetery Sexton may require work reports as agreed.

C. Hold Harmless

Bidder agrees to fully protect, indemnify, defend, and hold harmless the City from any and all loss, damage, liability, claim and expense of any kind, including legal fees, arising from any injury, including death, to bidder or bidder's employees, or to any third person, or arising from damage to property, directly or indirectly arising out of the performance of this agreement.

D. Insurance Protection

The Contractor will be required to maintain general liability and automobile liability insurance in the amount of no less than one million dollars (\$1,000,000) combining single limit (CSL) per occurrence and general liability of one million dollars (\$1,000,000) CSL per occurrence and two million dollars (\$2,000,000) aggregate. The Contractor shall cause the City of Centralia to be named as an additional insured under the policies and follow all the insurance provisions spelled out in the contract.

The Contractor will also be required to provide Workers' Compensation Insurance for all of its employees in the amounts required by statute. Any outstanding lawsuits due to mowing services must be made known in the bid.

E. Adherence to the Law

The successful bidder will be required to conduct operations under this agreement in compliance with all applicable federal, state, and local laws, ordinances, rules, and regulations including not employing children under 18 years of age in safety sensitive jobs or employing people that are not legally allowed to work in the United States. In addition, the contractor that qualifies under section 285.525, RSMo, definition of a business entity must register with E-Verify and provide proof and complete and return the Affidavit of Work Authorization Annual Renewal Document in Attachment C.

V) SUBMISSION OF BIDS

A. Administrative Provisions

The City reserves the right to reject any and/or all bids, to waive minor informalities, or to make an award other than to the low bidder according to its own judgment which is in the best interest of the City of Centralia if the City determines that the bidder cannot perform the work to the accepted standard or if the bid does not conform to the requirements. No bids will be accepted from any person or firm that is in arrears or is in default to the City of Centralia, or that has failed to perform faithfully on any previous contract with the City.

B. Bid Form

Bids must be submitted by the bid form attached and must include any proposed annual increases in cost. Cost increases can be tied to variable price increases if a standard multiplier or reference is given (e.g. the Consumer Price Index or the Lundberg Survey).

C. References

At least one reference must also be submitted and up to four with the bid documents (see Attachment A). The references must be accounts similar in size, and within the past five (5) years.

D. Bid Procedure

Bids shall be submitted in person or received by mail on the bid form (Attachment A) and delivered or mailed to the City of Centralia **NO LATER than 2:00 PM, Wednesday, March 3, 2021. Bids must be sealed and labeled "Cemetery Mowing Contract"**.

All bids will be publicly opened at approximately 2:01 PM on Wednesday, March 3, 2021.

Bids should be addressed to:

Phyllis Brown, Cemetery Sexton
City of Centralia
114 S. Rollins St.
Centralia, MO 65240

Questions regarding this Request for Bids may be directed to:

Contact: Phyllis Brown, Centralia City Cemetery Sexton
Address: 114 S. Rollins St., Centralia, MO 65240
Phone: (573) 682-2139
Email: phyllis@centraliamo.org

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ATTACHMENT A



CEMETERY MOWING BID FORM

NAME OF FIRM/COMPANY: _____

MAIN CONTACT: _____

MAIN PHONE NUMBER: _____

MAIN FAX NUMBER (optional): _____

MAILING ADDRESS OF FIRM/COMPANY: _____
Street

City State Zip Code

EMAIL ADDRESS OF FIRM (optional): _____

PLEASE ACKNOWLEDGE:

INSURANCE REQUIREMENTS ARE ACCEPTABLE: YES _____ NO _____

I/WE UNDERSTAND THE REQUIREMENTS FOR PREVAILING WAGE, E-VERIFY, EQUAL OPPORTUNITY
HIRING AND APPLICABLE CITY, STATE AND FEDERAL LAWS AND REGULATIONS: YES _____ NO _____

TOTAL PRICE FOR YEAR 1
(MARCH 20, 2021 – MARCH 19, 2022) _____

TOTAL PRICE FOR YEAR 2
(MARCH 20, 2022 – MARCH 19, 2023) _____
(total price or percent increase)

TOTAL PRICE FOR YEAR 3
(MARCH 20, 2023 – MARCH 19, 2024) _____
(total price or percent increase)

MAXIMUM INCREASE FOR YEAR 4 _____ %

MAXIMUM INCREASE FOR YEAR 5 _____ %

ADDITIONAL CONTACTS AT YOUR COMPANY (optional)

Name Phone/email

Name Phone/email

The City will make ten (10) equal payments monthly beginning after April 1st. Please attach/enclose any additional information about your staff, equipment, or operations – not to exceed one page that you feel better explains why the City should select your firm. Proof of adequate staffing & equipment will be looked on favorably.

REFERENCES

1. _____
Name Phone/email

Additional information

2. _____
Name Phone/email

Additional information

3. _____
Name Phone/email

Additional information

4. _____
Name Phone/email

Additional information

Bids shall be submitted by mail or in person on the bid form (Attachment A) and delivered or mailed to the City of Centralia NO LATER than 2:00 PM, Wednesday, March 3, 2021. Bids must be sealed and labeled **"Cemetery Mowing Contract"**.

All bids will be publicly opened at approximately 2:01 PM on Wednesday, March 3, 2021.

Bids should be addressed to:
Phyllis Brown, Cemetery Sexton
City of Centralia
114 S. Rollins St.
Centralia, MO 65240

Questions regarding this Request for Bids may be directed to Phyllis Brown, Centralia City Cemetery Sexton, 114 S. Rollins St., Centralia, MO 65240. Phone: (573) 682-2139
Email: phyllis@centraliamo.org

ATTACHMENT B

CONTRACT

THIS AGREEMENT, made and entered into this ____ day of March, 2021, by and between the City of Centralia, Missouri, a municipal corporation, 114 South Rollins, Centralia Missouri 65240 (hereinafter referred to as "CITY"), and _____, (hereinafter referred to as "CONTRACTOR").

WITNESSETH:

WHEREAS, CITY desires to provide for the mowing and trimming of grass in its City Cemetery, 200 E Hwy 22 located and situated north of Southgate Street, west of Jefferson Street, east of Rollins Street and south of Missouri Highway 22 in said City, and CONTRACTOR desires to undertake the performance of this work.

NOW, THEREFORE, in consideration of their mutual agreements hereinafter set forth, the parties do hereby agree as follows:

1. CONTRACTOR agrees, for and during the term of this agreement, at CONTRACTOR's sole expense, to furnish all necessary labor, tools, equipment and supplies to mow and trim the grass in said City Cemetery, including all cleanup and light maintenance necessary and pertinent to said mowing and trimming, including trimming around headstones. CONTRACTOR agrees to mow approximately once per week during high growth periods, less frequently when dry. The grass should not exceed five and a half (5-1/2) inches but should not be cut lower than four (4) inches. CONTRACTOR and the CITY agree there is no need to mow during periods of prolonged dry conditions. CONTRACTOR shall mow all ditches (except the City will mow the ditch on Rollins Street between Southgate Street and Clark Street) and trim closely around all utility poles, street signs and trees. CONTRACTOR shall operate riding mowers at a moderate speed, to avoid property damage and to reduce the risk of injury. CONTRACTOR agrees to keep all cemetery grounds free of mulberry bushes, yucca plants, and similar vegetation. CONTRACTOR agrees to mow and trim around and near headstones and other stone markers to keep them free of all overhanging vegetation. CONTRACTOR shall use a string trimmer to trim any patches of newly sown grass and shall not run mowers across such patches until the grass is fully developed. CONTRACTOR shall keep headstones clear of weed and grass clippings after mowing/weed trimming is completed. Mowing and trimming services shall be performed between the hours of 7:00 a.m. and 8:30 p.m. Monday through Saturday unless specifically permitted to exceed those limits by the CITY. The CONTRACTOR shall trim weeds as often as the cemetery is mowed unless otherwise arranged with the CITY. CONTRACTOR shall arrange CONTRACTOR's work schedule so as to accomplish all required mowing and trimming the week prior to Memorial Day with the work being completed by the Thursday prior to Memorial Day and to do such other cleanup and maintenance work so as to make said cemetery appear well kept, maintained and presentable for said holiday. CONTRACTOR agrees to remove flowers from the graves:

- before the first mowing of each season but no later than April 15th;
- during a second general removal of flowers during the first two weeks after June 15th;
- and at other times shall remove all flower arrangements which would impede mowing and trimming whenever requested by the CITY.

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CITY agrees that it will remove flowers from new graves. CITY further shall be responsible for digging all graves and finish grading new graves. CONTRACTOR agrees to perform all work undertaken herein by CONTRACTOR in a good and workmanlike manner to the reasonable satisfaction of CITY. The primary day-to-day contact for the CITY shall be the Centralia City Cemetery Sexton in all details about the mowing, trimming and maintenance of the Centralia City Cemetery grounds. If CONTRACTOR has any questions about the interpretation of the work to be performed or about this contract, CONTRACTOR shall receive interpretation and instructions only from the City Administrator of CITY, or his designated representative.

2. Except as provided below, the term of this agreement shall be from March 20, 2021 to March 19, 2024 and may be renewed for two additional one-year extensions at the mutual agreement of the CITY and the CONTRACTOR on the same terms and conditions as herein provided, unless terminated by either party by written notice on or before the end of a term. Either party may terminate this agreement without cause and for any reason, upon sixty (60) days written notice. All written notices shall be personally delivered to the parties or shall be mailed to the parties at their addresses as listed in the agreement, by certified mail, return receipt requested. Deposit in the mail shall constitute service if service by mail is used. If the agreement is terminated by either party other than at the end of the month, CONTRACTOR shall be paid the prorated portion of CONTRACTOR's monthly fee, based on the number of days service was performed by CONTRACTOR in that month divided by the total number of days that service would normally be provided by CONTRACTOR in the month the contract was terminated.

3. CITY agrees to pay CONTRACTOR for performing the work herein for the full term, the total compensation of _____ dollars (\$_____) payable in installments as follows:

[per attached proposal billing will be set up monthly starting April 2021]

for the first year of the contract with the following increase each year:

[a fixed percent ____% increase for Year 2 and Year 3]

However, no payment will be made except upon presentation of CONTRACTOR'S invoice for the period of payment.

4. It is mutually agreed and understood that CONTRACTOR is an independent contractor and shall perform all work under this contract as an independent contractor and not as an employee of CITY, and that CITY shall exercise no control, and shall have no right to exercise control of CONTRACTOR or CONTRACTOR's employees in the performance of this work, this being a contract for a result only of maintaining said cemetery in a dignified and presentable manner and appearance.

5. CONTRACTOR agrees to fully protect, indemnify, defend, and hold harmless CITY from any and all loss, damage, liability, claim and expense of any kind, including legal fees, arising from any injury, including death, to CONTRACTOR or CONTRACTOR's employees, or to any third person, or arising from damage to property, directly or indirectly arising out of the

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performance of this agreement.

6. CONTRACTOR agrees that CONTRACTOR shall procure and maintain in force during the term of this agreement, public liability and property damage insurance from an insurance company qualified to do business in the State of Missouri, in an amount not less than one million dollars (\$1,000,000) combining single limit (CSL) per occurrence and general liability of one million dollars (\$1,000,000) CSL per occurrence and two million dollars (\$2,000,000) aggregate.

Prior to commencement of the above-described work, CONTRACTOR shall submit to CITY evidence of said insurance in the form of a certificate of insurance from CONTRACTOR'S insurance carrier and that certificate shall name the City of Centralia as an additional insured with endorsement.

7. CONTRACTOR shall comply with all applicable state laws and rules and regulations with reference to Worker's Compensation, and agrees to fully indemnify and hold harmless CITY from and against any and all loss, liability, damages, claims, demands, costs and expenses whatsoever, including legal fees, directly or indirectly arising from the performance of the work hereunder and due to the existence of said laws, rules and regulations or resulting from any claim or subrogation in such enactments or otherwise. CONTRACTOR shall procure and maintain Worker's Compensation insurance covering CONTRACTOR and all CONTRACTOR's employees performing work for CITY. CONTRACTOR further agrees to submit to CITY evidence in the form of a certificate of insurance from CONTRACTOR's insurance carrier that CONTRACTOR has procured such insurance before commencing the work hereunder.

8. Should CITY receive any notice or information to the effect that CONTRACTOR has let any required insurance lapse or be terminated, CITY reserves the right to withhold all payments due to CONTRACTOR until CONTRACTOR provides proof of said insurance from CONTRACTOR's insurance carrier. Further, should because of a lapse in CONTRACTOR's coverage, CITY be required to cover CONTRACTOR's employees with CITY's Worker's Compensation insurance, CITY reserves the right to deduct from CONTRACTOR's payments an amount equal to twice the amount of the premium required for CITY to cover said insurance through CITY's insurance carrier.

9. CONTRACTOR agrees to abide by all federal and state labor laws and regulations; and none of CONTRACTOR's employees under the age of 18 years shall be allowed to use any mowers, trimmers, or other power equipment.

10. CONTRACTOR shall comply with all laws regard immigration and shall, by affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. CONTRACTOR shall also affirm by affidavit that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

IN WITNESS WHEREOF, CITY has caused this agreement and a duplicate copy thereof to be executed by its Mayor, attested by the City Clerk and its seal affixed, and CONTRACTOR

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has hereunto and to the duplicate copy thereof set Contractor's hand, all as of the date first above mentioned.

CITY: CITY OF CENTRALIA, MISSOURI

By: _____
Chris Cox, Mayor

(SEAL)

ATTEST:

Tara Strain, City Clerk

CONTRACTOR:

[Name]

[Company Name]

ATTACHMENT C

AFFIDAVIT OF WORK AUTHORIZATION ANNUAL RENEWAL DOCUMENT

The contractor who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization Annual Renewal Document.

Comes now _____ (Name of Business Entity Authorized Representative) as _____ (Position/Title) first being duly sworn on my oath, affirm _____ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that _____ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

Authorized Representative's Signature

Printed Name

Title

Date

E-Mail Address

E-Verify Company ID Number

Subscribed and sworn to before me this _____ of _____. I am
(DAY) (MONTH, YEAR)
commissioned as a notary public within the County of _____, State of
(NAME OF COUNTY)
_____, and my commission expires on _____.