



COMMUNITY DEVELOPMENT DEPARTMENT

REQUEST FOR BIDS

PROJECT TITLE:
CONTRACT FOR NUISANCE AND WEED ABATEMENT
SERVICES FOR THE CITY OF MISSION KANSAS

APRIL 10, 2023

TABLE OF CONTENTS

REQUEST FOR BIDS	Page 1
INSTRUCTIONS TO BIDDERS	Page 2
BID FORM	Page 5
CONTRACT	Page 8
SPECIFICATIONS	Page GC A
GENERAL CLAUSES	Page GC 1
INSURANCE REQUIREMENTS	Page GC 6

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INVITATION TO BID

Project Title: CONTRACT FOR NUISANCE AND WEED ABATEMENT SERVICES FOR THE CITY OF MISSION, KANSAS

The City Clerk of Mission Kansas will receive sealed Price Submittals relative to a Contract for Nuisance and Weed Abatement Services for the City of Mission, Kansas by email or postal service until, until **2:00 PM (Prevailing Local Time) on Monday, May 1, 2023** at Mission City Hall, Office of the City Clerk at 6090 Woodson Street, Mission Kansas, at which time bidding shall be closed. Price Submittals will be opened after that time at Mission City Hall, 6090 Woodson Road, Mission, Kansas 66202. All Price Submittals will be reviewed and added to a bid-tab sheet that will be emailed to all applicants. E-mail submittals will be accepted by the City of Mission.

The proposed work includes a two (2) year contract for the abatement of nuisance, weed, and tree nuisance violations in Mission, Kansas, in locations and quantities yet to be determined.

The Contract Documents may be viewed or downloaded from the City website @ www.missionks.org.

The City of Mission Kansas reserves the right to reject any or all bids.

Contacts for the Project

City of Mission

Project Manager:
Donisha Carter
Neighborhood Services Officer
Phone Number: (913) 676-8390
E-mail: dcarter@missionks.org

City of Mission

Supervisor:
Jim Brown
Chief Building Official
Phone Number: (913) 676-8363
E-mail: jbrown@missionks.org

INSTRUCTIONS TO BIDDERS

1. The City intends to award a two (2) year contract for with an option to renew for two (2) additional one (1) year periods, for the abatement of nuisance(s), including mowing of weeds/grass, removal of trash and debris, trimming of limbs and/or removal of trees on commercial and residential properties in Mission, Kansas in locations and quantities yet to be determined, based on unit prices.

From time to time, the City requires the services of an abatement contractor to remove trash and debris, mow grass and weeds that are above 8 inches in height, remove dangerous limbs and/or trees, obtain the professional opinion of a Certified Arborist for tree nuisances and abate all other items deemed a violation under the City's nuisance code and hearing process. The City will solicit and enter into a contract with one or more abatement contractors, which will provide the services on an as-needed basis during the two (2) year contract term.

2. Terms used in these Instructions to Bidders shall have the meanings assigned to them in the General Clauses.

3. Each Bidder shall be acquainted with all conditions pertaining to the proposed Work. Any prospective Bidder in doubt as to the meaning of any part of the Contract Documents may submit to the Project Manager a written request for an interpretation. The person submitting such request shall be responsible for its prompt delivery. Official interpretation, modification, or revision of the Contract Documents will be made only by addendum duly issued and mailed or delivered to each party having a set of Contract Documents. The Project Manager assumes no liability for any other explanations or interpretations of the documents.

4. Bids shall be based on materials and equipment fully complying with the Specifications. The Contractor shall be responsible, under the Contract Price, for providing materials and equipment conforming to the stipulated requirements, even though the Contractor's Bid may identify other kinds or types of materials and equipment.

5. No Bidder shall be interested in more than one Bid. Submission of more than one Bid by any firm or individual under different names, or collusion among Bidders, shall be cause for rejection of all such Bids without consideration.

6. The attached Bid form shall be filled out in full. Bids for less than all the Work will not be considered, unless the Work is expressly divided into two or more parts, in which case each part covered by the Bid shall be filled out in full. Extensions and totals submitted in the Bid will be subject to audit and verification. Each Bid shall include the Bidder's name, exact post office address, and the names and addresses of all persons and parties participating in the Bid. Any person signing as an agent shall submit evidence of his or her authority determined acceptable by the City.

7. The unit price for each of the items in the Bid of each Bidder shall include its prorated share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price bid represents the total Bid. Any Bid not conforming to this requirement will be rejected.

8. The City reserves the right to reject any or all Bids, including without limitation the rights to reject any or all nonconforming, nonresponsive, unbalanced or conditional Bids and to reject the Bid of any Bidder if the City believes that it would not be in the best interest of the project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the City. The City also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate Contract terms with the responsive Bidder to whom the City makes an award. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

9. The City is exempt from Kansas sales tax on materials and equipment to be incorporated into the Work. Consequently, sales tax shall not be included in the Contract Price.

10. All Bids will remain subject to acceptance for thirty (30) days after the day of the Bid opening, but the City may, in its sole discretion, release any Bid security prior to that date.

11. All Bids shall be made and received with the express understanding that the Bidder accepts the terms and conditions set forth in these instructions and the other Contract Documents.

12. Before award of the Contract, the successful Bidder will be required to satisfy the City as to the Bidder's experience and competence to construct the Work, the Bidder's integrity, and reliability in carrying out the provisions of its performance bond, and the Bidder's resources for the vigorous prosecution of the Work.

13. At the time of Bid submission, each Bidder must:

- a. Be currently licensed as a Certified Arborist if bidding to provide tree inspections and tree nuisance abatements.

14. All Bids must be regular in every respect and no interlineations, excisions, additions, deletions, alterations, or special conditions shall be made on or included with the Bid form. If the Work is divided into two or more parts, the Bidder shall not tie the bids for the various parts of the Work together in any manner. Any Bid not conforming to these requirements will be rejected.

15. No Bid will be accepted from any person or firm who is in arrears to the City of Mission, Kansas upon debt of contract, who is in default as surety or otherwise upon any obligation to the City, or who has failed in previous contracts to comply with the requirements of the specifications and to fulfill its contracts.

16. Questions regarding these Instructions to Bidders or the other Contract Documents shall be submitted in writing to the Project Manager no later than seven (7) days prior to the opening of Bids. The Project Manager shall respond in writing, via email or facsimile, to all plan holders in an expeditious manner, and no later than three (3) days prior to the opening of Bids.

All questions concerning this project during the bidding process shall be forwarded to the Project Manager(s) listed below.

Donisha Carter, Neighborhood Services Officer
City of Mission
6090 Woodson Street
Mission, KS 66202
913-676-8390
dcarter@missionks.org

Jim Brown, Chief Building Official
City of Mission
6090 Woodson Street
Mission, Kansas 66202
913-676-8363
jbrown@missionks.org

BID FORM

Project Name: Contract for Nuisance and Weed Abatements in the City of Mission, Kansas

1. Proposal to Enter into Contract. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Contract with the City to perform all Work as specified or indicated in the proposed Contract Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the proposed Contract Documents.

2. Bidder’s Acknowledgments. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 30 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request by the City. Bidder will sign and deliver the required number of counterparts of the Contract with the other required documents, within ten (10) days after the date of the City’s notification of award.

3. Bidder’s Representations. In submitting this Bid, Bidder represents that:

- a. Bidder certifies that (1) it is currently licensed as a Certified Arborist if bidding to provide tree inspections and tree nuisance abatements.

Bidder has carefully reviewed the proposed Contract Documents, and the following addenda, receipt of which is hereby acknowledged:

1. _____

2. _____

3. _____

Bidder understands and agrees that in signing this Bid, Bidder waives all right to plead any misunderstanding regarding the Contract Documents or the above-referenced addenda.

- b. Bidder has become familiar with and is satisfied as to the general and local conditions that may affect cost, progress, and performance of the Work.
- c. Bidder has given Project Manager written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the proposed Contract Documents, and the Project Manager’s written explanation is acceptable to Bidder.

4. Bid Term and Price. For a Contract term of two (2) years, with an option to renew for two (2) additional one (1) year periods, the Bidder will complete the Work on each residential or commercial property as defined in the Work Order issued by the Building Official or his/her designee within seventy two (72) hours of the issuance of the work order unless prohibited by weather or other unforeseen circumstances and a new timeline established in writing by the Building Official or his/her designee, all as specified in this Bid and in accordance with the Contract Documents, for the following prices:

1. Unit cost of mowing and trimming for weeds and grass as defined in the Specifications, Item 1:	
\$	Per Man hour
2. Unit cost of general nuisance abatement to include removal and off-site disposal of trash and debris as defined in the Specifications Item 2:	
\$	Per man hour
3. Unit cost for dump fees associated with removal of trash and debris:	
\$	Per load and/or landfill fee
4. Unit cost to provide tree evaluation/inspection services: as defined in the Specifications Item 6: (must be Certified Arborist)	
\$	Per man hour
5. Unit cost to remove and haul away tree debris as defined in the Specifications, Item 5:	
\$	Per man hour
6. Unit cost to secure a property as defined in the Specifications, Item 3:	
\$	Per man hour
7. Unit cost to remove graffiti as defined in the Specifications, Item 4:	
\$	Per man hour

5. No Quantities Guaranteed; Non-exclusive Contract. Bidder acknowledges and agrees that the City makes no representations or warranties regarding the quantity of Work to be performed or the number of Work Orders issued in the two (2) year timeframe under the Contract. The successful Contractor will perform services for the City, from time to time, on an as-needed basis following the City’s issuance of a Work Order. Bidder further acknowledges and agrees that the Contract, if awarded, will be non-exclusive.

6. Time of Completion. Bidder agrees that all Work on each property will be completed in accordance with the Contract Documents within SEVENTY TWO (72) hours after issuance of the Work Order from the Building Official or his/her designee, unless a written extension is granted from the Building Official or his/her designee due to extreme weather or other unforeseen circumstances. Bidder also agrees that all bills or requests for payment will be submitted to the City within one (1) week of completion of the Work Order.

7. Definitions. Terms used in this Bid shall have the meanings assigned to them in the General Clauses included with the proposed Contract Documents.

NAME OF BIDDER: _____

ADDRESS: _____

E-MAIL ADDRESS: _____

BY: _____

TITLE: _____

DATE SUBMITTED: _____

**CONTRACT BETWEEN THE CITY OF MISSION, KANSAS
and
“Contractor’s name”
for**

**CONTRACT FOR NUISANCE AND WEED ABATEMENT SERVICES FOR THE
CITY OF MISSION, KANSAS**

This Contract is entered into _____, _____, 2023 by and between the City of Mission, Kansas, (the “City”) and “Name of contractor”, an Abatement Contractor (the “Contractor”).

Recitals

A. The City desires to contract for the abatement of nuisances, including mowing of weeds/grass, removal of trash and debris, trimming of limbs and/or removal of trees on commercial and residential properties in Mission, Kansas, on an as-needed basis for a term of two (2) years with an option for two (2) additional one (1) year periods (the “Project”) in compliance with federal, state, and local regulations.

B. The Contractor has the requisite qualifications and experience to construct the Project for the City and desires to perform those services pursuant to the terms of this Contract.

The parties, in consideration of the mutual promises set forth in this Contract, agree and covenant:

1. Definitions. Except as otherwise provided herein, capitalized words used in this Contract shall have the meanings indicated in the General Clauses.

2. Contract Documents. This Contract, together with the following documents and any Change Orders issued after execution of this Contract, shall comprise the “Contract Documents” for the Project:

- Request for Bids
- Instruction to Bidders
- Bid Form
- Specifications
- General Clauses
- Work Order (to be issued)

There are no Contract Documents other than those above listed.

3. Responsibilities and Representations of the Parties.

3.1. **Responsibilities.** The parties agree to perform the responsibilities outlined in the Contract Documents.

3.2. **Representations.** In order to induce the City to enter into this Contract, the Contractor represents that it has: (a) examined and carefully studied the Contract Documents and the other related data identified in the Contract Documents; and (b) become aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

4. Schedule, Work Time and Completion Times.

4.1. **Time is of the Essence.** All of the time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of this Contract.

4.2. **Work time.** Work shall be performed between the hours of 7 a.m. to 6 p.m. Monday through Friday and 8 a.m. to 6 p.m. Saturday. Work prohibited Sunday. (Section 505.010 of the Municipal Code).

4.3 **Completion Times.** The Work will be substantially completed and ready for final payment in accordance with the General Clauses, within the time(s) specified in the Contractor's Bid for each property that is the subject of a Work Order issued by the Building Official or his/her designee to the Contractor hereunder.

4.4 **Delays.** If the contractor is ordered off the property by the property owner or occupant, the contractor will immediately remove any equipment, leave the property, and promptly notify the City. If the work specified in the Work Order has already been completed when the contractor arrives onsite, the contractor will leave the property and promptly notify the City. The contractor will be entitled to one (1) hour of compensation at the Contract Price in accordance with the type of work that was scheduled to be performed.

5. **Payment.** The City shall pay the sum or sums due the Contractor, at stated intervals and in the amounts certified by the City Administrator, or his/her designated representative, in accordance with the Contractor's Bid. Notwithstanding anything to the contrary contained in the Contract Documents, the City shall pay the Contractor within thirty (30) days after the Contractor's full, complete, timely and faithful performance of the work required by this Agreement for each property that is the subject of a Work Order issued by the Building Official or his/her designee.

6. **Insurance Requirements.**

6.1. **Types and Amount of Coverage.** The Contractor agrees to obtain insurance coverage as specified in the General Clauses, and shall not make any material modification or change from these specifications without the prior approval of the City. If the Contractor subcontracts any of its obligations under this Contract, the Contractor shall require each such subcontractor to obtain insurance coverage as specified in the General Clauses. Failure of the Contractor or its subcontractors to comply with these requirements shall not be construed as a waiver of these requirements or provisions and shall not relieve the Contractor of liability.

6.2. **Rating.** All insurance policies shall be issued by insurance companies rated no less than B+V or better in the most recent "A.M. Bests" insurance guide and are licensed and approved by the State of Kansas. Except as otherwise specified in the General Clauses, all such policies shall be in such form and contain such provisions as are generally considered standard for the type of insurance involved.

6.3. **Certificate of Insurance.** The parties acknowledge that the Contractor has provided the City with a certificate of insurance listing the City as the Certificate Holder and evidencing compliance with the insurance requirements in this Contract. The City reserves the right to require complete certified copies of all insurance policies procured by the Contractor pursuant to this Contract, including any and all endorsements affecting the coverage required hereunder.

7. **Injury to Persons or Damage to Property.** The Contractor acknowledges responsibility for any injury to person(s) or damage to property caused by its employees or agents in the performance of its duties under this Contract and shall immediately notify the City Administrator's Office at (913) 676-8350 in the event of such injury to person(s) or damage to property.

8. **Indemnification.** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees and court costs) attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting therefrom, to the extent that such claims, damages, losses, and expenses relate to, arise out of, or are alleged to have resulted from the wrongful acts, errors, mistakes, omissions, or defective work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract.

9. **Non-Assignable.** Due to the unique qualifications and capabilities of the Contractor, neither the rights nor responsibilities provided for under this Contract shall be assignable by either party, either in whole or in part.

10. Notices. All notices required or permitted to be given pursuant to this Contract shall be in writing and delivered personally or sent by registered or certified mail, return receipt requested, or by generally recognized, prepaid, commercial courier or overnight air courier service. Notice shall be considered given when received on the date appearing on the return receipt, but if the receipt is not returned within five (5) days, then three (3) days after mailed, if sent by registered or certified mail or commercial courier service; or the next business day, if sent by overnight air courier service. Notices shall be addressed as appears below for each party, provided that if any party gives notice of a change of name or address, notices to the giver of that notice shall thereafter be given as demanded in that notice.

CITY: City of Mission
Attn: Donisha Carter, Neighborhood Services Officer
6090 Woodson Road
Mission, Kansas 66202

CONTRACTOR: _____

11. Retention and Inspection of Records. The Contractor shall maintain complete, accurate, and clearly identifiable records with respect to all costs and expenses incurred under this Contract. The records shall be maintained during the term of this Contract, and for a period of three (3) years from the date of final payment under this Contract (the "Retention Period"); provided, however, that if any litigation, claim or audit is commenced prior to the expiration of the Retention Period, then the Retention Period shall be extended until all litigation, claims or audit findings have been completely terminated or resolved, without right of further appeal. During the Retention Period, the Contractor shall allow a representative of the City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to, or arising under, this Contract. The City agrees to responsibly utilize all information obtained pursuant to this paragraph for the purposes of reviewing, confirming, and verifying the nature and amount of all costs and expenses incurred under this Contract. The City agrees to take reasonable precautions not to disclose such information outside the scope of those stated purposes, subject to the Kansas open records act or other applicable law.

12. Non-appropriation. The City is subject to Kansas budget and cash basis laws, and operates on a calendar fiscal year. In the event that this Contract involves financial obligations spanning multiple fiscal years for the City, it is subject to annual appropriation by the City's governing body for future fiscal years. If the City's governing body does not appropriate the funds necessary to fulfill the City's financial obligations pursuant to this Contract, the City shall so notify the other parties to this Contract and this Contract shall be null and void for purposes of the fiscal year(s) affected by the decision of the governing body not to appropriate.

13. Relationship. It is expressly understood that Contractor in performing services under this Contract, does so as an independent contractor. The City shall neither have nor exercise any control or direction over the methods by which Contractor performs its services hereunder. The sole interest and responsibility of the City is to see that the services covered by this Contract are performed and rendered in a competent, efficient, and satisfactory manner. Contractor shall be exclusively responsible for all taxes, withholding payments, employment-based benefits, deferred compensation plans, including but not limited to its workers compensation and social security obligations, and the filing of all necessary documents, forms, or returns pertinent to the foregoing.

14. Subcontracting. See General Clauses .

15. Compliance with Applicable Law. Contractor shall comply with all applicable federal, state, and local law in the performance of this Contract.

16. Equal Opportunity.

- (a) In conformity with the Kansas Act Against Discrimination, the Contractor, and its subcontractors, if any, agree that:

- (1) The Contractor shall observe the provisions of the Kansas Act Against Discrimination and in doing so shall not discriminate against any person in the performance of work under this Contract because of race, sex, religion, age, color, national origin, ancestry or disability;
- (2) The Contractor shall include in all solicitations, or advertisements for employees, the phrase “equal opportunity employer,” or a similar phrase to be approved by the city’s human relations director;
- (3) If the Contractor fails to comply with the manner in which the Contractor reports to the Kansas Act Against Discrimination, the Contractor shall be deemed to have breached this Contract and it may be canceled, terminated or suspended, in whole or in part, by the City;
- (4) If the Contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the KAAD, the Contractor shall be deemed to have breached this Contract and it may be canceled, terminated or suspended, in whole or in part, by the City;
- (5) The Contractor shall not discriminate against any employee or applicant for employment in the performance of this Contract because of race, sex, religion, age, color, national origin, ancestry or disability; and
- (6) The Contractor shall include similar provisions in any subcontract under this Contract.

17. Administration of Contract. All references in this Contract requiring the City’s participation or approval shall mean the participation or approval of the City Council, unless otherwise provided herein.

18. Attorney Fees. If any suit or action is instituted by either party hereunder, including all appeals, the prevailing party in such suit or action shall be entitled to recover reasonable attorney fees and expenses from the non-prevailing party, in addition to any other amounts to which it may be entitled.

19. Right to Independent Legal Advice. The Contractor understands and acknowledges the right to have this Contract reviewed by legal counsel of the Contractor’s choice.

20. Applicable Law; Venue. This Contract and its validity, construction and performance shall be governed by the laws of Kansas. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be in the Johnson County Kansas, District Court.

21. Interpretation. This Contract shall be interpreted according to its fair meaning, and not in favor of or against any party.

22. Time. Time is of the essence of this Contract. No extension will be granted unless in writing and signed by the parties. Should the end of a time period fall on a legal holiday that termination time shall extend to 5:00 p.m. of the next full business day.

23. Severability. The unenforceability, invalidity, or illegality of any provision of this Contract shall not render the other provisions unenforceable, invalid, or illegal.

24. Authority and Consent to Transaction. Each party represents to the other that the person executing this Contract has full and legal authority to bind such party to the terms of this Contract, and that the execution and delivery of this Contract have been duly and validly authorized by the governing body of each party.

25. Persons Bound. This Contract shall extend to and bind the heirs, executors, administrators, trustees, successors and authorized assigns of the parties hereto.

26. Counterparts. This Contract may be executed in any number of counterparts, each of which shall be deemed an original, or in multiple originals, and all such counterparts or originals shall for all purposes constitute one agreement.

27. **Amendments.** Neither this Contract nor any of its terms may be changed or modified, waived, or terminated except by an instrument in writing signed by an authorized representative of the party against whom the enforcement of the change, waiver, or termination is sought.

28. **Waiver.** Waiver by City of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition. No term, covenant, or condition of this Agreement can be waived except by written consent of City, and forbearance or indulgence by City in any regard whatsoever shall not constitute a waiver of same to be performed by Contractor to which the same may apply and, until complete performance by Contractor of the term, covenant or condition, City shall be entitled to invoke any remedy available to it under this Agreement or by law despite any such forbearance or indulgence.

29. **Conflict Resolution.** No interpretation of this Contract shall be allowed to find the City has agreed to binding arbitration.

30. **No Third Party Beneficiaries.** Solely the parties to this Contract shall have rights and may make claims under this Contract. There are no intended third-party beneficiaries under this Contract, and no third parties shall have any rights or make any claims hereunder.

31. **Feminine-Masculine, Singular-Plural.**

Wherever used, singular shall include the plural, plural the singular, and use of any gender shall include all genders.

32. **Headings.** The headings of the sections of this Contract are included for the purposes of convenience only and shall not affect the interpretation of any provision hereof.

33. **Merger Clause.** These terms are intended by the parties as a complete, conclusive, and final expression of all the conditions of their Contract. No other promises, statements, warranties, agreements, or understandings, oral or written, made before or at the signing thereof, shall be binding unless in writing and signed by all parties and attached hereto.

34. **Survival of terms.** The following shall survive the expiration or termination of this Agreement for any reason: Compensation (if any payment obligation exists); Bond; Permits and Licenses; Liability and Indemnification; Insurance; Severability; Assignment; Independent Contractors; Compliance with Laws; Survival of Terms; City's Legislative Powers; Entire Agreement; Waiver.

35. **City's Legislative Powers.** Notwithstanding any other provisions in this Agreement, nothing herein shall be deemed to usurp the governmental authority or police powers of the City or to limit the legislative discretion of the City Council, and no action by the City Council in exercising its legislative authority shall be a default under this Agreement.

36. **Conflict of Interest.** Contractor certifies that no officer or employee of the City has, or will have, a direct or indirect financial or personal interest in this Agreement, and that no officer or employee of the City or member of such officer's or employee's immediate family, either has negotiated, or has or will have an arrangement, concerning employment to perform services on behalf of Contractor in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their authorized representatives.

CITY OF MISSION, KANSAS

CONTRACTOR

By: _____
Solina P. Flora, Mayor

By: _____
_____(name)

Attest: _____
Robyn Fulks, City Clerk

_____(title)

Form: _____
David K. Martin, City Attorney

SPECIFICATIONS

1. MOWING:
 - A. Most residential and commercial lots will require mowing with a small push mower or riding mower. Larger lots (especially those that are vacant), may require the use of a brush-hog.
 - B. Residential and Commercial lots shall be cut to a height less than eight (8) inches
 - C. Mowing should encompass the entire property to include the area adjacent to the street, any adjacent ditch, right-of-way, or easement.
 - D. Trimming shall be done around all trees, shrubbery, utilities, fence lines, foundations, walkways, lawn statuary, and other items located on the property.
 - E. All litter and debris must be removed from mowing areas prior to work beginning.
 - F. Grass and weed clippings must be removed or properly mulched.

2. NUISANCE/DEBRIS REMOVAL:
 - A. Proper cleanup, removal and off-site disposal of trash and items as specified on the work order.
 - B. Only remove the items specified on the work order. If a question arises regarding a specific item, call the City official who issued the work order for clarification.
 - C. A photo shall be taken of the site prior to beginning the work and after completion of the work order. These photos shall be submitted with the bill to be kept in the case file.

3. SECURING PROPERTY:
 - A. Contractor may, on occasion, be asked to take measures to secure a property. This will generally consist of boarding up broken windows, securing open doors, and/or covering any holes that allow unauthorized individuals or animals access to the interior of the structure.
 - B. When boarding windows, the board should be cut to the size of the window opening and secured in place with screws.
 - C. Securing of doors may consist of covering the door with a board, cut to fit the doorway and secured with screws and/or, or securing the door with a latch and padlock.

4. GRAFFITI REMOVAL:
 - A. Contractor may, on occasion, be asked to remove and/or cover graffiti.
 - B. When possible, graffiti should be removed using power washer and cleansers. If it is determined that power washing and/or cleansers will be harmful to the surface, then the graffiti should be primed and painted to match the color of the adjacent surfaces.

5. TREE AND LIMB REMOVAL:
 - A. Provide a written bid for specific tree removal projects prior to starting work.
 - B. Receive permission from the Public Works Department for any closing of sidewalks or streets prior to starting work.
 - C. Remove and dispose of all tree debris.

6. TREE EVALUATIONS/INSPECTIONS

- A. Contractor may, on occasion, be asked to provide a professional evaluation regarding the health and/or safety of a tree or tree limb.
- B. Evaluation must be completed by a certified arborist and a written report regarding the tree and its status shall be sent to the City within twenty-four (24) hours of the evaluation.
- C. If removal is recommended, a timeline for removal must be submitted with the evaluation of the tree.
- D. The contractor will be entitled to one (1) hour of compensation at the Contract Price for the evaluation of the tree.

7. SALES TAX EXEMPTION:

On applicable bid items, materials, services, and equipment incorporated into this project will be exempt from the payment of sales tax under the laws of the State of Kansas, and such sales tax shall not be included in Bids. The City, when requested, will provide the Contractor with a proper exemption certification number. Upon issuance of a proper exemption certification number to the Contractor, the Contractor shall assume full responsibility for his own proper use of the number and shall pay all costs of any legally assessed penalties relating to the Contractor's improper use of the exemption certification number.

CITY OF MISSION, KANSAS
GENERAL CLAUSES FOR CONSTRUCTION CONTRACTS

1. **APPLICATION.**

These General Clauses are a part of the Contract Documents and shall be binding upon all parties, except for the parts obviously not applicable to the particular Contract, or if specifically revised, modified or supplemented by the technical Specifications, Bid, or Change Order.

2. **DEFINITIONS.**

When the following terms are used in the Specifications or other Contract Documents, the intent and meaning shall be interpreted as follows:

- (a) **BID.** The written offer of the Bidder to perform the contemplated Work in accordance with the Contract Documents and setting forth the prices for the Work to be performed.
- (b) **BIDDER.** Any individual, partnership, firm or corporation submitting a proposal for performing the Work.
- (c) **BUILDING OFFICIAL.** The Chief Building Official of the City of Mission, Kansas or the Chief Building Official's designated representative.
- (d) **CHANGE ORDER.** A written proposal and agreement executed by the Contractor and City and accompanied by new surety bonds in the full amount of the change order, covering Work not included in the original Contract Documents. The City reserves the right to waive the requirements of new surety bonds. Change orders shall include such supplemental drawings and technical specifications as may be required to show the location, character, details, and extent of the additions, deletions, or modifications.

If applicable unit prices for these additions or deletions are not contained in the original Contract Documents or if the total net change increases or decreases the total Contract Price twenty-five percent (25%) or more the City shall, before ordering the Contractor to proceed with desired changes, request an itemized proposal from the Contractor covering the Work involved in the change.

If the proposal is acceptable, the Building Official shall then prepare a Change Order which includes a detailed description of the change in the Work, a definitive statement as to the resulting change in the Contract Price and/or time, and a statement that all Work involved in the change shall be performed in accordance with Contract requirements except as modified by the Change Order. All Change Orders must be approved by the City Council.

- (e) **CITY.** The City of Mission, Kansas a municipality, acting on its own behalf or through legally authorized officials.
- (f) **CONTRACT.** The written agreement covering the performance of the Work.

- (g) CONTRACT DOCUMENTS. Those items so designated as the “Contract Documents” in the Contract.
- (h) CONTRACT PRICE. The moneys payable by the City to the Contractor for completion of the Work in accordance with the Contract Documents and as stated in the Contract.
- (i) CONTRACT TIMES. The number of days or the dates stated in the Contract Documents to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment.
- (j) CONTRACTOR. The individual, partnership, firm, or corporation executing a Contract, acting directly or through lawful agents or employees, and who is primarily liable for the acceptable performance of the Work under Contract and for payment of all legal debts pertaining thereto.
- (k) DRAWINGS. The working drawings, supplemental drawings, or reproductions of the drawings showing the location, dimensions, and details of the Work to be done.
- (l) INSPECTOR. An authorized representative of the Building Official or an authorized representative of the City assigned to inspect the Work performed or materials furnished by the Contractor, or all other duties required for construction of the project as set forth in the Specifications and Work Order.
- (m) MILESTONE. A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.
- (n) SITE. Land or areas indicated in the Contract Documents as being furnished by the City upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by the City which are designated for the use of the Contractor.
- (o) SPECIFICATIONS. The directions, provisions, and requirements pertaining to the method and manner of performing the Work, to the kind and type of equipment, or to the qualities of materials to be furnished.
- (p) SUBSTANTIAL COMPLETION. The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of the Building Official, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that it can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to the “Substantial Completion” thereof.
- (q) WORK. The furnishing of all labor, materials, equipment, and other incidentals necessary or convenient to the successful completion of the construction project required to be provided under the Contract Documents, and the carrying out of all the duties and obligations imposed by the Contract.

- (r) WORK ORDER. A written notice given by the City to the Contractor describing the type of work to be performed on a specific property and fixing the date on which the Contract Time will commence.

3. TERMINOLOGY.

The words and terms discussed below are not defined but, when used in the Contract Documents, have the following indicated meaning:

- (a) DAY. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- (b) DEFECTIVE. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - i. Does not conform to the Contract Documents;
 - ii. Does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents.; or
- (c) FURNISH. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
- (d) INSTALL. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
- (e) PERFORM; PROVIDE. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.

4. COMMENCEMENT OF CONTRACT TIMES; NOTICE TO PROCEED.

The Contract Times will commence to run on the day indicated in the Work Order. All work specified in the Work Order shall be completed within seventy two (72) hours of the issuance of the Work Order. If the contractor is unable to complete the Work Order within this timeline, the contractor shall contact the City Official who issued the Work Order and request an extension. All requests for extensions shall be reviewed by the Building Official prior to approval. Justifiable cause must be demonstrated.

5. INSURANCE REQUIREMENTS.

The Contractor shall purchase and maintain, and shall require each of its authorized subcontractors to obtain and maintain, for the duration of the Contract, policies of insurance, providing such coverages and meeting such requirements as specified in Schedule A attached hereto.

6. RESPONSIBILITY FOR PROPERTY DAMAGE.

The Contractor shall make payment for all damage to buildings, structures, trees, shrubbery, or other property located outside the construction limits, or located within those limits but not designated for removal or reconstruction, providing such damage shall result from the wrongful acts, errors, mistakes, omissions, or defective Work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of the Work.

7. WORKMANSHIP.

All improvements shall be constructed in a neat and workmanlike manner. Improper or defective Work shall be corrected and if necessary, removed, replaced, or reconstructed to comply with the Work Order. The Contractor shall be held responsible for the quality of the entire Work.

8. PRESERVATION OF MONUMENTS AND MARKERS.

The Contractor shall protect from disturbance all permanent monuments, benchmarks, and markers of the local, state, or federal government, and shall not excavate within five (5) feet of any of them without specific permission of the Building Official or Inspector.

9. FINAL CLEANUP.

Immediately upon completion of the Work or any usable unit, the Contractor shall remove all surplus or unused materials from the vicinity of the Work, leaving the entire site in a clean, sightly, and pleasing condition, as designated by the Building Official or Inspector.

10. INTERPRETATION OF CONTRACT DOCUMENTS.

The Contract Documents are complementary, and what is called for by one shall be as binding as though called for by all. In case of actual or alleged disagreement or discrepancy between the Contract and the Work Order, the language and provisions of the Contract shall take precedence and prevail.

11. CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT.

If the City fails to pay to the Contractor within thirty (30) days after due presentation any sum certified by the Building Official or awarded by arbitrators; the Contractor may, upon the seventh day after written notice to the City and to the Building Official, terminate the Contract and recover from the City full payment for all Work properly executed.

12. CITY'S RIGHT TO TERMINATE CONTRACT.

(a) The occurrence of any one or more of the following events will justify termination of the contract:

- i. The Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment);
- ii. The Contractor's persistent disregard of laws, ordinances, or regulations, or the directions of the Building Official; or
- iii. The Contractor's violation in any substantial way of any provisions of the Contract Documents.

(b) If one or more of the events identified in Section 38(a) above occur, the City may, after giving the Contractor and its surety ten (10) days written notice of its intent to terminate the services of the Contractor, terminate the Contract or the Contractor's right to complete the Contract, and:

i. Complete the Work as the City may deem expedient.

(c) If the Contractor's services have been terminated by the City, the termination will not affect any rights or remedies of the City against the Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due the Contractor by the City will not release the Contractor from liability.

GENERAL CLAUSES - SCHEDULE A INSURANCE REQUIREMENTS

Pursuant to Section 6 of the Contract and Section 6 of the General Clauses, the Contractor shall obtain, pay for, and maintain – and shall require each of its authorized subcontractors to obtain and maintain – for the duration of the Contract, policies of insurance meeting the following requirements:

1. General Requirements.

A. Additional Insured. With the exception of any workers' compensation and professional liability policies to be obtained by the Contractor hereunder, all policies shall name the City of Mission, Kansas ("City"), its agents, representatives, officers, officials, and employees as additional insured(s). Insurance for the additional insured shall extend to Products/Completed Operations and be as broad as the insurance for the named insured, including defense expense coverage, and, with respect to the commercial general liability policy required hereunder, shall be endorsed to apply as primary and non-contributory insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured(s).

B. Waiver of Subrogation. Where allowed by law, all policies will include a waiver of subrogation in favor of the City, its agents, representatives, officers, officials, and employees.

C. Claims Made Policies. If coverage is written on a claims-made basis for any of the policies required by this Contract, the Contractor must maintain the coverage for a minimum of two (2) years from the date of final completion of all work under the Contract.

D. Premium and Deductible Expenses. The Contractor shall be responsible for all premiums and retention or deductible expense for any and all policies required by this Contract.

2. Specific Coverage Requirements.

A. Commercial General Liability. This insurance shall be occurrence type written in comprehensive form acceptable to the Owner. This insurance shall protect Contractor, Owner, Design Professional and Consultants as additional insureds, against claims arising from injuries, sickness, and disease. Or death of any person or damage to property arising out of performance of the work. The policy shall also include coverage for personal injury liability; contractual liability; completed operations and products liability; and for blasting, explosion, and collapse of buildings; and damage to underground property. The liability limits for bodily injury and property damage shall be not less than:

- Combined single limit for each occurrence \$1,000,000
- General aggregate \$1,000,000

B. Business Automobile Liability. This insurance shall be occurrence type written in comprehensive form and shall protect Contractor, Owner, Design Professional and Consultants as additional insureds, against claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, either on or off the project site, whether they are owned, non-owned, or hired. The liability limits shall be not less than: \$1,000,000

C. Workers' Compensation and Employer's Liability. This insurance shall protect Contractor against all claims under applicable state worker's compensation laws, including coverage as necessary for the benefits provided under the United States Longshoreman's and Harbor Workers Act and the Jones Act. Contractor shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of worker's compensation laws. This policy shall include an "all states" or "other states" endorsement. The liability limits shall not be less than:

- Workers' Compensation (Coverage Part A)
 - Statutory
- Employer's Liability (Coverage Part B)
 - Bodily Injury by Accident \$100,000 each accident
 - Bodily Injury by Disease \$500,000 policy limit
 - Bodily Injury by Disease \$100,000 each employee

D. The Contractor take out, pay for, and deliver to the City, an Owner's Protective Liability insurance policy written on an occurrence basis and naming the City as named insured. The policy shall be maintained during the life of the agreement. Limits of protection shall be at least \$1,000,000 Combined Single Limits, Bodily Injury and Property Damage, and shall contain no exclusion relative to any function performed by the City or its employees and agents in connection with the project.

The policies listed above may not be cancelled until after thirty (30) days written notice of cancellation to City, ten (10) days in the event of nonpayment of premium. The Worker's Compensation and Employer's Liability, Commercial General Liability, and Automobile Liability specified above shall provide that City and its agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this agreement. Contractor shall provide to City prior to the execution of this Agreement a Certificate of Insurance showing all Required Coverages, Endorsements, Additional Insureds, and Compliance with the Terms of These Requirements.

