



**CITY OF SPRINGFIELD, MISSOURI  
DIVISION OF PURCHASES  
INVITATION FOR BID #082-2011**

**THIS IS NOT AN ORDER**

**RETURN**

**TO:** Jason Finke, CPPO, Senior Buyer  
City of Springfield  
Division of Purchases  
218 E. Central  
Springfield, MO 65802

Date Issued: MARCH 3, 2011  
Buyer's Email: jfinke@springfieldmo.gov  
Telephone Number: 417-864-1624  
Fax Number: 417-864-1927  
**DUE DATE: MARCH 25, 2011**  
**PRE-BID CONFERENCE: MARCH 17, 2011**

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SEALED BIDS MUST BE PHYSICALLY RECEIVED IN THE DIVISION OF PURCHASES PRIOR TO **3:00 P.M. ON FRIDAY, MARCH 25, 2011**. Bids will be opened by the buyer at the location listed above.

- Bids shall be submitted on the forms provided and must be manually signed by the individual authorized to legally bind the company.
- Bids shall be submitted with the IFB number clearly indicated on the outside of the mailing envelope.
- Bids received after the opening date and time will be rejected.
- The attached Terms and Conditions shall become part of any purchase order resulting from this bid.
- **FAXED/EMAILED BIDS WILL NOT BE ACCEPTED.**

You are invited to submit your bid to furnish the materials and/or services described herein. Please submit your prices/fees net of all discounts.

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## **DESCRIPTION**

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# **GROUNDS MOWING SERVICES FOR STORMWATER AREAS AND WATERWAYS**

*See attached General Conditions, Specifications, and Bid Form for detailed information.*

DELIVERY: F.O.B. DESTINATION

*The articles to be furnished hereunder shall be delivered all transportation charges paid by the bidder to destination.*

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It is the intent of the City that this Invitation for Bid promotes competitive bidding. It shall be the Vendor's responsibility to advise the Division of Purchases if any language, requirements, etc. any combination thereof, inadvertently restricts or limits the requirements stated in this Invitation for Bid to a single source. Such notification must be submitted in writing and must be received by the Division of Purchases not later than three (3) days prior to the bid opening date.

**CITY OF SPRINGFIELD  
INSTRUCTION TO BIDDERS**

**01. Opening Location**

The Bids will be opened at the City of Springfield, Division of Purchases, 218 E. Central, Springfield, MO 65802 in the presence of Purchasing officials at the due date and time indicated on the IFB. All bidders or their representatives are invited to attend the opening of the IFB.

**02. IFB Delivery Requirements**

Any Bids received after the above stated time and date will not be considered. It shall be the sole responsibility of the bidder to have their Bid delivered to the Division of Purchases for receipt on or before the due date and time indicated. If a Bid is sent by U.S. Mail, the bidder shall be responsible for its timely delivery to the Division of Purchases office. Bids delayed by mail shall not be considered, shall not be opened, and shall be rejected. Arrangements may be made for their return at the bidder's request and expense. Bids may be mailed to the Division of Purchases and accepted if the signed bid form and required information was mailed and received prior to the due date and time. Bids sent by email will not be accepted.

**03. Sealed and Marked**

If sent by mail, one original signed Bid shall be submitted in one sealed package, clearly marked on the outside of the package with the Invitation for Bid number and addressed to:

City of Springfield  
Division of Purchases  
218 E. Central  
Springfield, MO 65802

**04. Legal Name and Signature**

Bids shall clearly indicate the legal name, address, and telephone number of the bidder (company, firm, corporation, partnership, or individual). Bids shall be manually signed above the printed name and title of signer on the Affidavit of Compliance page. The signer shall have the authority to bind the company to the submitted Bid. Failure to properly sign the Bid form shall invalidate same, and it shall not be considered for award.

**05. Corrections**

No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it. Corrections must be initialed by the person signing the Bid.

**06. Clarification and Addenda**

Each bidder shall examine all Invitation for Bid documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries or suggestions, concerning interpretation, clarification, or additional information pertaining to the Invitation for Bid shall be made through the Division of Purchases in writing or through email. The Division of Purchases shall not be responsible for oral interpretations given by any City employee, representative, or others. The issuance of written addenda is the official method whereby interpretation, clarification, or additional information can be given.

It shall be the responsibility of each bidder, prior to submitting their Bid, to contact the Division of Purchases at phone number 417-864-1620, or to check the Purchasing website to determine if addenda were issued and to make such addenda a part of their Bid at: [www.springfieldmo.gov/egov/finance/bid\\_center.html](http://www.springfieldmo.gov/egov/finance/bid_center.html)

**07. IFB Expenses**

All expenses for making Bids to the City are to be borne by the bidder.

**08. Irrevocable Offer**

Any Bid may be withdrawn up until the due date and time set for opening of the IFB. Any Bid not so withdrawn shall, upon opening, constitute an irrevocable offer for a minimum period of 90 days to sell to the City the goods or services set forth in the IFB, until one or more of the Bids have been duly accepted by the City.

**09. Responsive and Responsible Bidder**

To be responsive, a bidder shall submit a Bid which conforms in all material respects to the requirements set forth in the Invitation for Bid. To be a responsible bidder, the bidder shall have the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment and credit which will ensure good faith performance. The lowest responsible bidder shall mean the bidder who makes the lowest Bid to sell goods or services of a quality which conforms closest to the quality of goods or services set forth in the specifications or otherwise required by the City and who is known to be fit and capable to perform the Bid as made.

**10. Reserved Rights**

The City reserves the right to make such investigations as it deems necessary to make the determination of the bidder's responsiveness and responsibility. Such information may include, but shall not be limited to: current financial statement, verification of availability of equipment and personnel, and past performance records.

**11. The Right to Audit**

The bidder agrees to furnish supporting detail as may be required by the City to support charges or invoices, to make available for audit purposes all records covering charges pertinent to the purchase, and to make appropriate adjustments in the event discrepancies are found. The cost of any audit will be paid by the City. The City shall have the right to audit the bidder's records pertaining to the work/product for a period of three (3) years after final payment.

## **12. Applicable Law**

All applicable laws and regulations of the State of Missouri and the City including the City Procurement Regulations and Procedures will apply to any resulting agreement, contract, or purchase order. Any involvement with the City Procurement shall be in accordance with the Procurement Regulations and Procedures.

## **13. Right to Protest**

Appeals and remedies are provided for in the City Procurement Regulations. Protestors shall seek resolution of their complaints initially with the City Purchasing Agent.

Any protest shall state the basis upon which the solicitation or award is contested and shall be submitted within ten (10) calendar days after such aggrieved person knew or could have reasonably been expected to know of the facts giving rise thereto.

## **14. Ethical Standards**

With respect to this IFB, if any bidder violates or is a party to a violation of the general ethical standards of the City Procurement Code or the State of Missouri Statutes, such bidder may be disqualified from furnishing the goods or services for which the Bid is submitted and shall be further disqualified from submitting any future Bids. A copy of the City's General Ethical Standards is available at the Division of Purchases.

## **15. Collusion**

By offering a submission to this Invitation for Bid, the bidder certifies the bidder has not divulged, discussed, or compared the Bid with other bidders and has not colluded with any other bidder or parties to this IFB whatsoever. Also, the bidder certifies, and in the case of a joint Bid, each party thereto certifies as to their own organization, that in connection with this IFB:

- a. Any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other bidder or with any competitor.
- b. Any prices and/or cost data for this Bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the scheduled opening directly or indirectly to any other bidder or to any competitor.
- c. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.
- d. The only person or persons interested in this Bid, principal or principals are named therein and that no person other than therein mentioned has any interest in this Bid or in the contract to be entered into.
- e. No person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee exempting bona fide employees or established commercial agencies maintained by the Purchaser for the purpose of doing business.

## **16. Contract Forms**

Any agreement, contract, or purchase order resulting from the acceptance of a Bid shall be on forms either supplied by or approved by the City.

## **17. Liability and Indemnity**

- a. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.
- b. The Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract thereunder (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor.
- c. The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.

## **18. IFB Forms, Variances, Alternates**

Bids must be submitted on attached City IFB forms, although additional information may be attached. Bidders must indicate any variances from the City requested specifications and/or terms and conditions, on the IFB Affidavit of Compliance. Otherwise, bidders must fully comply with the City requested specifications and terms and conditions. Alternate Bids may or may not be considered at the sole discretion of the City Purchasing Agent.

## **19. Bid Form**

All blank spaces must be completed with the appropriate response. The bidder must state the price, written in ink, for what is proposed to complete each item of the project. Bidders shall insert the words "no bid" in the space provided for an item for which no Bid is made. The bidder shall submit an executed Bid form, affidavit of compliance with other requested documents.

## **20. Modifications or Withdrawal of Bid**

A modification for a Bid already received will be considered only if the modification is received prior to the time announced for opening of Bids. All modifications shall be made in writing, executed, and submitted on the same form and manner as the original Bid. Modifications submitted by telephone, fax, or email will not be considered.

## **21. No Bid**

If not submitting a Bid, respond by returning the "Statement of No Bid" no later than the stated Bid opening time and date, and explain the reason in the space provided.

## **22. Errors in Bids**

Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting Bids; failure to do so will be at the bidder's own risk. Neither law nor regulations make allowance for errors either of omission or commission on the part of bidders. In case of error of extension of prices in the Bid, the unit price shall govern.

## **23. Prices Bid**

Give both unit price and extended total. Price must be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the Bid, the unit price of the Bid will govern. All prices shall be F.O.B. destination, freight prepaid (unless otherwise stated in special conditions). Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items. If a bidder offers a discount on payment terms, the discount time will be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified. Payment terms shall be Net 30 if not otherwise specified. Pre-payment terms are not acceptable.

## **24. Discounts**

Any and all discounts except cash discounts for prompt payments must be incorporated as a reduction in the Bid price and not shown separately. The price as shown on the Bid shall be the price used in determining award(s).

## **25. Descriptive Information**

All equipment, materials, and articles incorporated in the product/work covered by this IFB are to be new and of suitable grade for the purpose intended. Brand or trade names referenced in specifications are for comparison purposes only. Bidders may submit Bids on items manufactured by other than the manufacturer specified when an "or equal" is stated.

## **26. Deviations to Specifications and Requirements**

When bidding on an "or equal," Bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific item(s) to which it pertains. All deviations from the specifications must be noted in detail by the bidder on the Affidavit of Compliance form, at the time of submittal of Bid. The absence of listed deviations at the time of submittal of the Bid will hold the bidder strictly accountable to the specifications as written. Any deviation from the specifications as written and accepted by the City may be grounds for rejection of the material and/or equipment when delivered.

## **27. Samples (if required)**

For certain types of procurements, samples may be required. If samples are required, it will be stated in the IFB. The following conditions and requirements apply to all samples submitted.

- a. The samples submitted by bidders on items for which they have received an award may be retained by the City until the delivery of contracted items is completed and accepted. Bidders whose samples are retained may remove them after delivery is accepted.
- b. Samples not retained must be removed as soon as possible after award has been made on the item or items for which the samples have been submitted. The City will not be responsible for such samples not removed by the bidder within 30 days after the award has been made. The City reserves the right to consume any or all samples for testing purposes.
- c. Bidders shall make all arrangements for delivery of samples to place designated as well as the removal of samples. Cost of delivery and removal of samples shall be borne by the bidder.
- d. All samples packages shall be marked "Sample for Division of Purchases" and each sample shall bear the name of the bidder, item number, Bid number, and shall be carefully tagged or marked in a substantial manner. Failure of the bidder to clearly identify samples as indicated may be considered sufficient reason for rejection of Bid.

## **28. Quality Guaranty**

If any product delivered does not meet applicable specifications or if the product will not produce the effect that the bidder represents to the City, the bidder shall pick up the product from the City at no expense. Also, the bidder shall refund to the City any money which has been paid for same. The bidder will be responsible for attorney fees in the event the bidder defaults and court action is required.

## **29. Quality Terms**

The City reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship, manufacturing, or shipping damages.

## **30. Tax-Exempt**

The City is exempt from sales taxes and Federal Excise Taxes: Missouri Tax ID Number 12493651.

## **31. Awards**

- a. Unless otherwise stated in the Invitation for Bid, cash discounts for prompt payment of invoices will not be considered in the evaluation of prices. However, such discounts are encouraged to motivate prompt payment.

- b. *As the best interest of the City may require, the right is reserved to make awards by item, group of items, all or none, or a combination thereof; to reject any and all Bids or waive any minor irregularity or technicality in Bids received.*
- c. *Awards will be made to the Bidder whose Bid (1) meets the specifications and all other requirements of the Invitation for Bid and (2) is the lowest and best Bid, considering price, delivery, responsibility of the bidder, and all other relevant factors.*

**32. Authorized Product Representation**

*The successful bidder(s) by virtue of submitting the name and specifications of a manufacturer's product will be required to furnish the named manufacturer's product. By virtue of submission of the stated documents, it will be presumed by the City that the bidder(s) is legally authorized to submit and the successful bidder(s) will be legally bound to perform according to the documents.*

**33. Regulations**

*It shall be the responsibility of each bidder to assure compliance with OSHA, EPA, Federal, State of Missouri, and City rules, regulations, or other requirements, as each may apply.*

**34. Termination of Award**

*Any failure of the bidder to satisfy the requirements of the City shall be reason for termination of the award. Any Bid may be rejected in whole or in part for good cause when in the best interest of the City.*

**35. Royalties and Patents**

*The successful bidder(s) shall pay all royalties and license fees for equipment or processes in conjunction with the equipment being furnished. Bidder shall defend all suits or claims for infringement of any patent right and shall hold the City harmless from loss on account or cost and attorney's fees incurred.*

**36. Equal Employment Opportunity Clause**

*The City of Springfield, in accordance with the provision of Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all bidders that affirmatively ensure that in any contract entered into pursuant to this advertisement that minority businesses will be afforded full opportunity to submit Bids in response to this advertisement and will not be discriminated against on the grounds of race, color, or national origin in consideration for award.*

**37. Bid Tabulation**

*Bidders may request a copy of the bid tabulation of the Invitation for Bid.*

**38. Budgetary Constraints**

*The City reserves the right to reduce or increase the quantity, retract any item from the Bid, or upon notification, terminate entire agreement without any obligations or penalty based upon availability of funds.*

**39. Additional Purchases by Other Public Agencies**

*The bidder by submitting a Bid authorizes other public agencies to "Piggy-Back" or purchase equipment and services being proposed in this Invitation for Bid unless otherwise noted on the Affidavit of Compliance Form.*

**40. Order of Precedence**

*Any and all Special/General Conditions and Specifications attached hereto, which varies from the instruction to bidders, shall take precedence.*

**41. Affidavit for Service Contracts**

*The Bidder represents, in accordance with RSMO 285.530.2 that they have not employed, or subcontracted with, unauthorized aliens in connection with the scope of work to be done under the IFB and agrees to provide an affidavit to the City of Springfield affirming that they have not, and will not in connection with the IFB, knowingly employ, or subcontract with, any person who is an unauthorized alien.*

**42. Inspection and Acceptance**

*No item(s) received by the City pursuant to this contract shall be deemed accepted until the City has had reasonable opportunity to inspect the item(s). Any item(s) which are discovered to be defective or which do not conform to any warranty of the Seller upon inspection may be returned at the seller's expense for full credit or replacement. If at a later time, the defects were not ascertainable upon the initial inspection may also be returned at the Seller's expense for full credit or replacement. The City's return of defective items shall not exclude any other legal, equitable or contractual remedies the City may have.*

**CITY OF SPRINGFIELD  
INVITATION FOR BID #082-2011  
GENERAL TERMS AND CONDITIONS**

1. **PREBID MEETING/SITE INVESTIGATION:** A pre-bid conference and site investigation will be held at **10:00 am, on Thursday, March 17, 2011** at the **City of Springfield, Busch Building 1<sup>st</sup> Floor Conference Room, 840 N. Boonville Ave., Springfield MO**. All Bidders are strongly encouraged to review the work sites. In the event you are unable to attend at the scheduled time, contact the following persons to make other arrangements. The City in its discretion and time permitting may allow site visits at a time other than scheduled.

**Contact Mike Stafford** at 417-864-1450 to inspect sites.

2. **QUANTITY:** Quantities listed are estimates for bid purposes only; actual quantities may be more or less. **These are estimates only and should not be relied on by the bidder to determine its bid price.** See paragraph 9: Investigation of Conditions below.
3. **LIST OF EQUIPMENT:** The bidder must submit its list of equipment available for use on this contract. The list of equipment shall show a) Manufacturer; b) model; c) size; and d) age of equipment.
4. **SUBCONTRACTORS:** No work may be subcontracted without the written approval of the City.
5. **TERM:** The term of this contract shall be for one year beginning on the effective date of the contract. The City may, at its sole option, extend the contract for up to one (1) additional one year term upon written notice to the Contractor.
6. **ESCALATION/DE-ESCALATION:** Bid prices shall remain firm for a period of one year from the date of award. The contract prices may be changed after the first year for the following reasons:

An increase or decrease in the supplier's cost of materials may be justification for price change; however, this shall not be construed in any way to increase vendor's margin of profit.

All written request for price increase must include backup documentation as to the nature of the increase and shall be submitted to the City Purchasing Agent at least 60 days prior to the scheduled price increase/decrease or renewal of contract. Approval of each request shall be by written confirmation from the City Purchasing Agent. If the City should consider said increase unwarranted or unreasonable, the City reserves the right to terminate the contract with the vendor. Any price decline at the manufacturer's level shall be reflected in an immediate reduction of the contract prices and the vendor shall notify the buyer of said decline.

7. **PAYMENT:** The Contractor shall be paid semi-monthly, Net 30, upon completion of work and acceptance of work by the City; and upon presentation of proper invoice. The City will pay only for work authorized and completed as such work is accepted by the City.
8. **TIME OF COMPLETION:** Notwithstanding the term of the Contract, the Contractor shall complete all work and provide all services in accordance with the schedule of time promised by the Contractor in the Contractor's bid.
9. **INVESTIGATION OF CONDITIONS:** Before submitting a bid, Bidders should carefully examine the drawings and specifications, visit the site of the work, and fully inform themselves as to all existing conditions and limitations **including verification of measurements and quantities** and shall include in the bid a sum to cover the cost of items of work to be performed and, if awarded the contract, shall not be allowed any extra compensation by reason of any matter or item concerning which such Bidder might have fully informed

himself prior to the bidding, and the successful Contractor must employ, so far as possible such methods and means in carrying of his work as will not cause any interruption or interference with any other Contractor. The contractor may use a golf cart to preview the trails with prior permission from Ric Mayer 417-353-6422.

10. **ACCEPTANCE OR REJECTION OF BIDS:** The City reserves the right to award the contract to the lowest responsible Bidder and/or to reject any or all bids and to waive technicalities. The City reserves the right to make separate awards for each site or each group of sites. The City may hold bids for a period of thirty (30) days.
11. **INSURANCE REQUIREMENTS:** Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City. Regardless of such approval, it shall be the responsibility of the contractor to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City within ten (10) days after the date of the receipt of Notice of Award of the Contract to the Contractor and prior to the start of work. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question prior to modification or cancellation of such insurance and shall list the City as additional insured. Such notices shall be mailed, certified mail, return receipt requested, to:

City of Springfield - Division of Purchases, 218 E. Central, Springfield, MO 65802

The minimum coverage for the insurance referred to herein shall be in accordance with the requirements established below:

- A. **Workers' Compensation** Statutory coverage per R.S.Mo. 287.010 et seq  
**Employer's Liability** \$1,000,000.00
- B. **Commercial General Liability Insurance**, including coverage for Premises, Operations Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to Bodily Injury and Property Damage on an "Occurrence Form Basis" with limits of **Two Million Five Hundred Forty-Five Thousand and Sixty-Two Dollars (\$2,545,062.00)** for all claims arising out of a single accident or occurrence and **Three Hundred Eighty-One Thousand Seven Hundred and Fifty-Nine Dollars (\$381,759.00)** for any one person in a single accident or occurrence.
- C. **Automobile Liability Insurance** covering Bodily Injury and Property Damage for owned, non-owned and hired vehicles with limits of **Two Million Five Hundred Forty-Five Thousand and Sixty-Two Dollars (\$2,545,062.00)** for all claims arising out of a single accident or occurrence and **Three Hundred Eighty-One Thousand Seven Hundred and Fifty-Nine Dollars (\$381,759.00)** for any one person in a single accident or occurrence.
- D. **Subcontracts:** In case any or all of this work is sublet, the Contractor shall require the subcontractor to procure and maintain all insurance required in subparagraphs (a), (b) and (c) hereof and in like amounts.

Contractor shall require any and all subcontractors with whom it enters into a contract to perform work on this project to protect the City through insurance against applicable hazards or risks and shall provide evidence of such insurance.

E. **Notice:** The Contractor and/or subcontractor shall furnish the City prior to beginning the work, satisfactory proof of carriage of all the insurance required by this contract, with the provision that policies shall not be canceled, modified or non-renewed without thirty (30) days written notice to the City of Springfield.

12. **AWARD:** In making an award, the City will evaluate the bids received considering such factors as listed below as well as other factors which are considered pertinent.

- A. Compliance with bid conditions and specifications
- B. Operating hours
- C. Past Performance
- D. Capability of Bidder to complete the work
- E. Cost

**CITY OF SPRINGFIELD  
INVITATION FOR BID #082-2011  
SPECIFICATIONS**

1. **PROJECT:** The project includes all labor, materials, equipment, supplies, taxes, fuel and any and all other items necessary to accomplish the grounds mowing services as specified herein for Storm Water Areas and Waterway ditches.
2. **LOCATION OF PROJECTS:** The locations have been split up into Four (4) Zones within the City of Springfield which require finish or rough mowing or weed eating/rough mowing. Current addresses are shown on the Bid Form.
3. **SCHEDULE:** Starting on or about April 10, 2011 and continuing through the term of the contract, mow each location as required.
  - 3.1 *The City may, at its option and in its discretion, suspend mowing during low rain periods. In such event, the City will not pay for any suspended mowing.*
  - 3.2 The City may, at its option and its sole discretion, add or delete mowing sites at the prices submitted on the Bid Form-Proposal during the contract term.
  - 3.3 After award of contract and prior to start of work, Contractor shall provide a mowing schedule providing dates and location the contractor anticipates mowing to the Public Works General Services Department. Due to special events, these dates and time need to be coordinated with the Public Works General Services Department.
4. **SCOPE OF WORK:** Provide all labor, equipment, fuel, insurance, taxes and other items necessary to provide grounds mowing services as specified herein. Zones 1 through 4 may have a mixture of finish mow, rough mow, and weed eating.

Finish Mow once each seven (7) days (twenty-six times during the contract period).

Rough Mow this area once each fourteen (14) days (thirteen times during the contract period.)

Weed Eating areas are mowed once each fourteen (14) days (thirteen times during the contract period.)

5. **SPECIFICATIONS/SCOPE OF WORK:** All work shall be accomplished in accordance with the Scope of Work and Specifications contained or referenced herein.
6. **MINIMUM SPECIFICATIONS:** All work shall be accomplished in accordance with the following minimum specifications:
  - 6.1 **Finish Cut**
    - 6.1.1 All mowing equipment shall be equipped with sharp blades that do not tear the grass but cleanly cut the grass.
    - 6.1.2 All grass shall be mowed to two-thirds of its pre-cut height and to a maximum height of three (3) inches.

- 6.1.3 All structures, trees, poles, tables, signs, fences, and shrub beds are to be trimmed closely. Trimming shall be accomplished concurrently with mowing. There may be some weed-eating required in ditch areas or rocky areas in waterways.
- 6.1.4 The mowed area shall be free of clumped grass and not show tire tracks or ruts from mowing equipment.
- 6.1.5 Mowing shall not discharge grass clippings onto paved areas. Any materials which may be blown or discharged on to such areas shall be removed immediately.
- 6.1.6 Trash and litter shall be removed from areas to be mowed before mowing and placed in existing trash containers or taken off site if no trash containers are available.
- 6.1.7 Trees and shrubs shall not be damaged by mowing or trimming operations.
- 6.1.8 Grass clippings may be mulched and removal from area mowed shall not be required.
- 6.1.9 All sidewalks, poles, signs, guard rails, curbs, and steps shall be mechanically trimmed. Chemical edging by Contractor shall not be permitted.

## 6.2 Rough Cut

- 6.2.1 Rough cut shall be accomplished with rough rotary machine (Bush hogged) to a height of approximately 6 inches.
- 6.2.2 Trash and litter shall be removed from areas to be mowed before mowing and placed in existing trash containers or taken off site if no trash containers are available.
- 6.2.3 Trees and shrubs shall not be damaged by mowing or trimming operations.
- 6.2.4 Any buildings, sidewalks, poles, signs, guard rails, tanks, and light poles within the "rough mow" area shall be neatly trimmed with mechanical trimmers.

6.3 **Weed Eat/Rough Mow:** Weed eat/rough mow to a height of approximately 6 inches. These areas may involve more intensive manual labor and use of a mechanical trimmer. Contractor may utilize a rough rotary machine (Bush hog) where practicable. Items 6.2.2, 6.2.3, and 6.2.4 apply.

- 7. **INSPECTION/ACCEPTANCE:** The City shall verify and inspect all sites within two business days after mowing. The Contractor shall coordinate all mowing operations with the Superintendent of Public Works General Services
- 8. **EXISTING BUILDINGS AND GROUNDS:** Contractor shall protect existing buildings, walks, drives, utilities, and trees from damage. Damage shall be charged to the Contractor at replacement cost except as otherwise set forth in this document.
- 9. **PUBLIC PROTECTION:** The Contractor shall comply with all local, state, and federal safety rules, regulations, or laws and provide protection necessary to protect persons and property from injury or damages during all stages of work.
- 10. **SAFETY REQUIREMENTS (OSHA):** All Contractors (including Subcontractors) shall follow the requirements set forth by the Occupational Safety and Health Act of 1970. All Contractors shall equip their workmen with that protective gear and any equipment protective devices as set forth by this law including but not limited to safety glasses and hearing protection. All Contractors shall be responsible to see that their workmen use

these measures and the Contractor shall make daily checks to see that this law is being followed. Any fines imposed by the Occupational Safety and Health Commission due to failure of a Contractor to follow the law will be paid by the Contractor involved.

**CITY OF SPRINGFIELD  
INVITATION FOR BID #082-2011  
CONTRACT CONDITIONS**

1. **AUTHORIZATION:** The services of the Contractor shall commence only as authorized in writing by City Purchase Order or other written notice and shall be undertaken and completed as promised by the Contractor in its bid.
2. **OCCUPATIONAL LICENSE:** The Contractor shall obtain and maintain an occupational license with the City of Springfield, Missouri. The cost for this occupational license shall be borne by the Contractor. No contract will be executed by the City until this occupational license has been obtained.
3. **CERTIFICATION OF NON-RESIDENT/FOREIGN CONTRACTORS:** If the Contractor is a foreign corporation or non-resident Contractor, it is agreed that the Contractor shall procure and maintain during the life of this contract:
  - A. A certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.572 RSMo.
  - B. A certificate from the Missouri Director of Revenue evidencing compliance with transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.
4. **GENERAL INDEPENDENT CONTRACTOR CLAUSE:** This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent Contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, Missouri workers' compensation and unemployment insurance laws. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.
5. **CONTRACTOR'S RESPONSIBILITY FOR SUBCONTRACTORS:** It is further agreed that Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to contractor by all the terms herein set forth, insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any provisions of this contract. Nothing contained in this contract shall create any contractual relations between any subcontractor and the City or between any subcontractors.
6. **NON-DISCRIMINATION:** The Contractor agrees in the performance of this Contract not to discriminate on the Airport or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age or political opinion or affiliation, against any employee or Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

7. **LIABILITY AND INDEMNITY:**

- A. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.
- B. The Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract thereunder (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor, notwithstanding any possible negligence, whether sole or concurrent, on the part of the City, its officials, agents and employees.
- C. The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.
- D. The indemnification obligations of Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Contractor, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents and employees, for which indemnification is sought.
- E. The indemnification obligations herein shall not negate, abridge or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, agents and employees, which are otherwise available under statute, or in law or equity.
- F. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this agreement in its contract price. Contractor's obligation under this agreement to defend, indemnify and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance required of Contractor under this agreement.

8. **ASSIGNMENT:** The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto. Provided, however, that claims for money due or to become due to the Contractor from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement, though City will attempt to so notify any such assignee.

9. **APPROPRIATION OF FUNDS:** In the event that funds are not appropriated by the Council of the City of Springfield for any term of the contract or extension thereto or portion of any term of the contract which falls in a fiscal period other than a fiscal period for which funds have been appropriated, the contract shall terminate without notice at the end of the fiscal period for which funds are appropriated.

10. **MODIFICATION OF CONTRACT:** The Scope of Work to be done under the Contract shall be subject to modification and supplementation upon the written Agreement of the duly authorized representatives of the Contracting parties. No provision in the Contract shall be changed or modified without the execution of a formal amendment to the Contract, mutually agreed to by the City and the Contractor and processed through the Division of Purchases. Upon request by the City, the Contractor shall provide an estimate of cost of any additional work or services to be incorporated by a modification to the Scope of Work and the Contract.
11. **CONTRACT DOCUMENTS:** The agreement between the City of Springfield and the Contractor shall consist of (1) the Invitation for Bid, and any amendments thereto and, (2) the proposal, as accepted, submitted in response to the Invitation For Bid. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the Contract shall govern over all other documents, and the Invitation For Bid and amendments thereto shall govern over the Contractor's Proposal and amendments thereto. However, the City reserves the right to clarify any Contractual relationship in writing with the concurrence of the Contractor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the Invitation For Bid or the Contractor's proposal. In all other matters not affected by the written clarification, if any, the Invitation for Bid shall govern.
12. **COOPERATION:** All information, data, and reports as are existing, available and necessary for the carrying out of the work, shall be furnished to the Contractor without charge, and the parties shall cooperate with each other in every way possible in carrying out of the scope of services.
13. **COORDINATION:** The Contractor shall fully coordinate its activities in the performance of the contract with the activities of the City.
14. **PERSONNEL:** The Contractor represents that Contractor will secure, at Contractor's own expense, all personnel required to provide the goods and/or perform the services called for under this contract by Contractor. Such personnel shall not be employees of or have any Contractual relationship with the City except as employees of the Contractor. All of the services required hereunder will be performed by the Contractor or under Contractor's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this Contract shall be subcontracted without the written approval of the City.
15. **TERMINATION:** If, through any cause, the Contractor shall fail to fulfill in timely and proper manner Contractor's obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the City shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective day of such termination. The City may, without cause, terminate this contract upon 30 day's prior written notice. In such event, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Contractor.
16. **CITY'S RIGHT TO PROCEED:** In the event this contract is terminated pursuant to Paragraph 21, then the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this contract thereby occasioned by the City. In any such case the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, City ordinances, and state and federal laws.

17. **TERMINATION FOR CONVENIENCE OF THE CITY:** The City shall have the right by written notice to Contractor to terminate and cancel this contract, without cause, for the convenience of the City, and Contractor shall immediately stop work. In such event City shall not be liable to Contractor except for work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Contractor for the performance of the canceled portions of the contract, including a reasonable allowance of profit applicable to the work performed and such preparations. Anticipatory profits and consequential damages shall not be recoverable by Contractor. The Contractor shall make every effort to mitigate cost to the City. The Contractor shall attempt to return for credit any materials purchased by the Contractor for use under this contract. Payments due the Contractor resulting from termination of contract pursuant to this paragraph shall be offset by any progress payments made by the City to the Contractor.
18. **DELAY BY THE CITY:** City and Contractor agree that the schedule of services to be provided by Contractor under this agreement may depend upon timely fulfillment of City responsibilities. If the City is unable to provide services and/or facilities as specified in the contract documents, and/or causes delays to the project beyond Contractor's control, the Contractor shall be entitled to an extension of the time for contract completion but such contract time of completion shall be extended no more than one day for each day of delay caused by the City. Any such agreement to modify or extend the time of contract completion shall be made in writing by formal addendum to the contract. The time of application of liquidated damages shall not begin until after the amended date for contract/phase completion. The contract time of completion shall not be extended because of delay caused by the City unless and until the Contractor has notified the City, in writing, that the City has caused a delay; such notice shall be made not later than seven (7) days after the beginning of the delay caused by the City.
19. **SAFETY PRECAUTIONS:** The contractor shall maintain and enforce all necessary and adequate safety precautions for the protection of life and property on all work performed under the provisions of these Contract Documents. The contractor shall also comply with all regulatory agencies requirements for safety.
20. **CONFLICTS:**
  - 20.1 Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Contractor further covenants that in the performance of this contract no person having such interest shall be employed.
  - 20.2 No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Any federal regulations and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated.
21. **JURISDICTION:** This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be litigated, venue shall be proper only in the Circuit Court of Greene County, Missouri.
22. **WAIVER:** No provision of the contract documents shall be construed, expressly or by implication, as a waiver by the City of any existing or future right or remedy available by law in the event of any claim of default or breach of contract.
23. **NOTICES:** All notices required or permitted hereunder and required to be in writing may be given by first class mail addressed to City and Contractor at the address shown above. The date of delivery of any notice shall be the date falling on the second full day after the day of its mailing.

**CITY OF SPRINGFIELD  
 BID FORM – PROPOSAL  
 IFB #082-2011**

SUBMITTED BY \_\_\_\_\_  
 Company Name

Pursuant to and in accordance with the above stated Invitation for Bid, the undersigned hereby declares that they have examined the IFB documents and specifications for the item(s) listed below.

The undersigned proposes and agrees, if their Bid is accepted to furnish the item(s) submitted below, including delivery to Springfield, Missouri in accordance with the delivery schedule indicated below and according to the prices products/services information submitted.

**ZONE 1**

Contract Zone	Landscape ID	<a href="#">Greene Co. Parcel ID</a>	Block	Street Name	Square Feet	Acres	Mowing Frequency	Dollars Per Mow	Extended Price	Property Purpose	Comments
1	CP00176	1303402041	2101 W	Mellville Rd	93,835	2.2	26			SB	lot NW of 2101 W Mellville
1	CP00207	1315316012	2601 W	Phelps St.	13,277	0.3	26			SB	lot East of 2630 W Phelps
1	CP00208	1315315044	2621 W	Phelps St.	74,225	1.7	26			SB	lot East of 2621 W Phelps
1	CP00205	1318404028	428 N	Westgate Ave	23,862	0.5	26			SB	Southwest corner Billings & Westgate
1	CP00206	1318404030	4033 W	Billings St	15,211	0.3	26			SB	1st vacant East of 4033 W Billings
1	CP00076	1321411017	868 S	Oak Park Dr	14,076	0.3	26			SB	
1	CP00077	1322301053	627 S	Park Ave	7,698	0.2	26			SB	check for ditch between houses
1	CP00019	1316111006	2750 W	Calhoun	43,208	1.0	26			SB	

1	CP00115	1302303017	2630 N	Newton Ave	45,759	1.1	26			SB	maintain waterway on private road/possible paper alley issues
1	CP00144	1314221009	1303 W	Nichols	8,649	0.2	26			SB	channel/basin
1	CP00100	1303403043	2110 W	Mellville Rd	100,433	2.3	26			SB	basin/property sits South of 2140 W Melville
1	CP00145	1314221001	1303 W	Scott	18,312	0.4	26			SB	channel/basin
1	CP00137	1309412033	1634 N	Golden	12,476	0.3	26			SB	
1	CP00121	1321126017	2807 W	Elm St (West of)	18,470	0.4	26			SB	concrete culvert bisects property
1	CP00177	1315212009	1305 N	West Ave	13,719	0.3	26			SB	sinkhole with pump
1	CP00178	1302117045	2937 N	Campbell Ave	46,885	1.1	26			SB	
1	CP00179	1301204040	535 E	Norton Rd	109,598	2.5	26			SB	
1	CP00156	1309303033	1841 N	Hilton	24,383	0.6	26			SB	
1	CP00155	1314221008	1307 W	Nichols	9,693	0.2	26			SB	
1	CP00204	1301206041	N	Campbell Ave	46,885	1.1	26			SB	lot SE corner of North Campbell & E Norton
1	CP00224	1321305041	3300 W	Madison	75,840	1.7	26			SB	
1	CP00218	1315316012	2630W	Phelps St.	11,981	0.3	26			SB	
1	WW00072	1302305008	1420 W	Livingston St	10,950	0.3	13			SB	ditch on private property
1	WW00074	1315315008	2620 W	Chestnut St	15,820	0.4	13			SB	ditch between private properties
<b>ZONE 1 – GRAND TOTAL</b>											

## ZONE 2

Contract Zone	Landscape ID	<a href="#">Greene Co. Parcel ID</a>	Block	Street Name	Square Feet	Acres	Mowing Frequency	Dollars Per Mow	Extended Price	Property Purpose	Comments
2	CP00033	1207409176	1639 E	Division St	27,271	0.6	26			SB	channel
2	CP00034	1207410015	1721 E	Division St	11,564	0.3	26			SB	channel
2	CP00044	1218307015	721 N	Fremont Ave	8,917	0.2	26			SB	unknown purpose
2	CP00038	1219402005	612 S	Fairway Ave	8,945	0.2	26			SB	adjacent to sinkhole/improvement property
2	CP00039	1219402006	620 S	Fairway Ave	7,078	0.2	26			SB	sinkhole/ south of 612 S Fairway improvement
2	CP00036	1220209013	2028 E	Elm St	10,448	0.2	26			SB	waterway linked/improvement property
2	CP00091	1220210018	2026 E	Walnut St	15,801	0.4	26			SB	waterway linked/improvement property
2	CP00037	1220210069	2027 E	Elm St	9,194	0.2	26			SB	waterway linked/improvement property
2	CP00017	1220211019	2026 E	Cairo St	7,168	0.2	26			SB	waterway linked/improvement property
2	CP00092	1220211053	2027 E	Walnut St	9,993	0.2	26			SB	waterway linked/improvement property
2	CP00016	1220212054	2007 E	Cairo St	6,686	0.2	26			SB	waterway linked/improvement property
2	CP00182	1220401081	804 S	Barnes Ave	55,789	1.3	26			SW	retention area
2	CP00090	1221205047	520 S	Villa Rose Dr	16,778	0.4	26			SB	retention area
2	CP00027	1221303001	2900 E	Cherry St	119,934	2.8	26			SB	south side of Cherry @ Prince Lane(West side of Prince Lane)
2	CP00028	1221302002	2856 E	Cherry St	71,084	1.6	26			SB	South side of Cherry @ Prince Lane(East side of Prince Lane)
2	CP00078	1221305018	733 S	Peachtree Ln	14,896	0.3	26			SB	subdivide to keep drained to Monroe to Park/Sell

2	CP00070	1221308013	2646 E	Monroe Ter	20,053	0.5	26			SB	give to Parks to add to ?
2	CP00052	1228104012	1106 S	John Ave	10,131	0.2	26			SB	retention area
2	CP00103	1228105029	1061 S	John Ave	8,976	0.2	26			SB	retention area
2	CP00002	1228108042	1050 S	Belcrest Ave	28,068	0.6	26			SB	retention area; tied to channel
2	CP00004	1228201070	1111 S	Belcrest Ave	12,777	0.3	26			SB	retention area; tied to channel
2	CP00003	1228201071	1069 S	Belcrest Ave	7,374	0.2	26			SB	retention area; tied to channel
2	CP00096	1229104035	1229 S	Willow Ln	8,968	0.2	26			SB	flood plain
2	CP00095	1229104036	1223 S	Willow Ln	9,034	0.2	26			SB	flood plain
2	CP00183	1301107023	3015 N	East Ave	16,483	0.4	26			SB	big ditch; flood area
2	CP00184	1301107024	931 E	Norton Rd	14,171	0.3	26			SB	big ditch; flood area
2	CP00104	1301417006	2432 N	Kellett Ave	9,089	0.2	26			SB	lot between 2424 & 2436 N Kellet
2	CP00148	1207410002	1727 E	Division St	5,392	0.1	26			SB	waterway & street widening
2	CP00149	1228104029	1103 S	Craig	9,983	0.2	26			SB	North of sinkhole
2	CP00150	1207410018	1503 N	Glenstone	16,903	0.4	26			SB	waterway and widening
2	CP00158	1221205046	518 S	Villa Rose Dr	13,416	0.3	26			SB	flood area
2	CP00160	1218203020	1423 N	Prospect	8,891	0.2	13			SB	next to waterway
2	CP00202	1228104037	1115 S	Craig Ave	19,951	0.5	26			SB	sinkhole
2	CP00185	1229101081	2525 E	Catalpa	120,849	2.8	13			SW	west of 2533
2	CP00200	1209301034	2851 E	Blaine St	197,486	4.5	13			SB	east of 2763
2	CP00199	1220105003	420 S	Patterson Ave	94,015	2.2	26			SB	
2	CP00198	1230404043	1500 E	Bennett St	48,173	1.1	13			SB	west of 1502

2	CP00197	1221403082	3229 E	Grand St	44,363	1.0	13			SW	west of 3237
2	CP00171	1229101007	2460 E	Grand	31,443	0.7	26			SB	
2	CP00169	1221205048	528 S	Villa Rose Dr	16,125	0.4	26			SB	
2	CP00170	1220105002	414 S	Patterson	8,698	0.2	26			SB	
2	CP00213	1220103017	417 S	Patterson	15,773	0.4	26			SB	
2	CP00201	1301107025	941 E	Norton Rd	9,055	0.2	26			SB	
2	CP00226	1207409161	1660 E	Locust st	4,875	0.1	26			SB	
2	CP00227	1207409134	1668 E	Locust St	4,875	0.1	26			SB	
2	CP00228	1207409135	1672 E	Locust St	4,874	0.1	26			SB	
<b>ZONE 2 – GRAND TOTAL</b>											

### ZONE 3

Contract Zone	Landscape ID	<a href="#">Greene Co. Parcel ID</a>	Block	Street Name	Square Feet	Acres	Mowing Frequency	Dollars Per Mow	Extended Price	Property Purpose	Comments
3	CP00165	1326206047	1327 W	Catalpa St	11,481	0.3	26			SB	Flood Plain
3	CP00153	1326206062	1403 W	Catalpa St	9,557	0.2	26			SB	Flood Plain
3	CP00124	1326207032	1406 W	Catalpa St	6,605	0.2	26			SB	Flood Plain
3	CP00022	1326206061	1409 W	Catalpa St	9,572	0.2	26			SB	Flood Plain
3	CP00023	1326206054	1415 W	Catalpa St	27,981	0.6	26			SB	Flood Plain
3	CP00024	1326206022	1421 W	Catalpa St	7,799	0.2	26			SB	Flood Plain
3	CP00130	1328207005	1256 S	Golden Ave	29,398	0.7	26			SB	
3	CP00135	1328207007	1306 S	Golden Ave	20,902	0.5	26			SB	Flood Plain
3	CP00134	1328203032	1309 S	Golden Ave	9,849	0.2	26			SB	Flood Plain
3	CP00133	1328203068	3116 W	Meadowmere St	20,978	0.5	26			SB	Flood Plain
3	CP00189	1802407044	3270 S	Pinehurst Ave	50,654	1.2	13			SB	
3	CP00146	1334102004	1830 W	Sunshine	17,424	0.4	26			SI	
3	CP00231	1326415007	1451 S	Thelma Ave	15,780	0.4	13			SB	concrete ditch west from Thelma - 1/2 way to west then open channel
3	CP00188	1334401069	2171 S	Todd Ave	126,337	2.9	13			SW	South of 2161 S Todd Ave (property belongs to MSU)
3	CP00127	1336206024	201 E	Washita St	9,306	0.2	26			SB	waterway plains on this site
3	CP00180	1336206025	203 E	Washita St	8,477	0.2	26			SB	

3	CP00099	1334102005	1829 W	Washita St	23,998	0.6	26			SI	
	N/A	BENNETT WATERWAY			391,086	9.0					
3	CP00159	1325304004	224 E	Bennett St	7,084	0.2	13			SB	Fassnight Floodplain
3	CP00187	1325204003	247 E	Bennett St	31,313	0.7	13			SB	Fassnight Floodplain - Lot East of South & North of Bennett
3	CP00136	1325204004	251 E	Bennett St	12,713	0.3	13			SB	Fassnight Floodplain
3	CP00215	1325204005	255 E	Bennett	12,348	0.3	13			SB	Fassnight Floodplain
3	CP00008	1325204007	301 E	Bennett St	8,934	0.2	13			SB	Fassnight Floodplain
3	CP00154	1325304003	302 E	Bennett St	6,653	0.2	13			SB	Fassnight Floodplain
3	CP00164	1325204008	309 E	Bennett St	15,722	0.4	13			SB	Fassnight Floodplain
3	CP00009	1325304002	312 E	Bennett St	5,971	0.1	13			SB	Fassnight Floodplain
3	CP00151	1325204010	315 E	Bennett St	8,200	0.2	13			SB	Fassnight Floodplain
3	CP00123	1325303008	400 E	Bennett St	6,351	0.1	26			SB	Fassnight Floodplain
3	CP00010	1325303005	418 E	Bennett St	6,457	0.1	26			SB	Fassnight Floodplain
3	CP00113	1325303055	426 E	Bennett St	5,681	0.1	26			SB	Fassnight Floodplain
3	CP00011	1325303002	432 E	Bennett St	5,578	0.1	26			SB	Fassnight Floodplain
3	CP00012	1325303001	434 E	Bennett St	8,468	0.2	26			SB	Fassnight Floodplain
3	CP00013	1325302039	500 E	Bennett St	7,824	0.2	26			SB	Fassnight Floodplain
3	CP00014	1325302040	506 E	Bennett St	7,559	0.2	26			SB	Fassnight Floodplain
3	CP00225	1325302042	520 E	Bennett St	7,920	0.2	26			SB	Fassnight Floodplain
3	CP00114	1325204011	1357 S	Jefferson Ave	7,584	0.2	26			SB	Fassnight Floodplain
3	CP00051	1325304001	1401 S	Jefferson Ave	9,842	0.2	26			SB	Fassnight Floodplain

3	CP00168	1325302001	1401 S	Kimbrough Ave	8,698	0.2	26			SB	Fassnight Floodplain
3	CP00054	1325302002	1407 S	Kimbrough Ave	10,117	0.2	26			SB	Fassnight Floodplain
3	CP00069	1325205001	319 W	Meadowmere St	15,773	0.4	13			SB	Fassnight Floodplain
3	CP00186	1325204033	321 W	Meadowmere St	57,824	1.3	26			SB	Fassnight Floodplain - Lot East of Utah & N of Meadowmere
3	CP00152	1325306001	1405 S	South Ave	11,072	0.3	26			SB	Fassnight Floodplain
3	CP00126	1325306002	1409 S	South Ave	10,468	0.2	26			SB	Fassnight Floodplain
3	CP00020	1325204031	1350 S	Utah Ave	94,932	0.2	13			SB	Fassnight Floodplain
3	WW00095	ERIE-FERGUSON WATERWAY				12.2	26			SB	Erie-Ferguson WW
3		1802408008	3166 S	Dayton Ave	12,180	0.3	26			SB	Erie-Ferguson WW
3		1802408057	S	Erie St.	54,324	1.2	26			SB	Erie-Ferguson WW
3		1802408043	W	Erie St.	4,687	0.1	26			SB	Erie-Ferguson WW
3		1802408042	564 W	Erie St.	6,048	0.1	26			SB	Erie-Ferguson WW
3		1802408041	554 W	Erie St.	7,476	0.2	26			SB	Erie-Ferguson WW
3		1802408040	548 W	Erie St.	7,367	0.2	26			SB	Erie-Ferguson WW
3		1802408039	540 W	Erie St.	7,529	0.2	26			SB	Erie-Ferguson WW
3		1802408038	532 W	Erie St.	7,593	0.2	26			SB	Erie-Ferguson WW
3		1802408037	524 W	Erie St.	7,538	0.2	26			SB	Erie-Ferguson WW
3		1802408036	516 W	Erie St.	7,510	0.2	26			SB	Erie-Ferguson WW
3		1802408035	510 W	Erie St.	7,540	0.2	26			SB	Erie-Ferguson WW
3		1802408034	502 W	Erie St.	7,723	0.2	26			SB	Erie-Ferguson WW
3		1802408033	460 W	Erie St.	7,849	0.2	26			SB	Erie-Ferguson WW

3		1802408032	452 W	Erie St.	7,891	0.2	26			SB	Erie-Ferguson WW
3		1802408031	444 W	Erie St.	7,903	0.2	26			SB	Erie-Ferguson WW
3		1802408030	3215 S	Market St	7,993	0.2	26			SB	Erie-Ferguson WW
3		1802403016	3166 S	Danbury Ave	11,587	0.3	26			SB	Erie-Ferguson WW
3		1802403006	3167 S	Pinehurst Ave	11,662	0.3	26			SB	Erie-Ferguson WW
3		1802407043	S	Dayton Ave	22,570	0.5	26			SB	Erie-Ferguson WW
3		1802302017	3305 S	Ferguson Ave	10,409	0.2	26			SB	Erie-Ferguson WW
3		1802302015	3319 S	Ferguson Ave	10,386	0.2	26			SB	Erie-Ferguson WW
3		1802302014	3325 S	Ferguson Ave	10,678	0.2	26			SB	Erie-Ferguson WW
3		1802302013	S	Ferguson Ave	21,036	0.5	26			SB	Erie-Ferguson WW
3		1802302012	3339 S	Ferguson Ave	10,740	0.2	26			SB	Erie-Ferguson WW
3		1802302010	3353 S	Ferguson Ave	13,528	0.3	26			SB	Erie-Ferguson WW
3		1802302176	S	Kansas Ave	531,264	12.2	13			SB	Erie-Ferguson WW - Sinkhole
3		1802302011	3343 S	Ferguson Ave.	19,433	0.4	26			SB	Erie-Ferguson WW
3		1802302016	3307 S	Ferguson Ave.	10,528	0.2	26			SB	Erie-Ferguson WW
3		1802301119	919 W	Valley Ct	13,580	0.3	26			SB	Erie-Ferguson WW
3		1802301053	3339 S	Franklin Ave	15,206	0.3	26			SB	Erie-Ferguson WW
3		1802301049	3348 S	Ferguson Ave.	10,418	0.2	26			SB	Erie-Ferguson WW
3		1802301143	1015 W	Walnut Lawn St	13,738	0.3	26			SB	Erie-Ferguson WW
3		1802301144	3343 S	Franklin Ave	13,180	0.3	26			SB	Erie-Ferguson WW
3		1802301050	1111 W	Walnut Lawn St	10,509	0.2	26			SB	Erie-Ferguson WW

3		1802301051	1105 W	Walnut Lawn St	10,166	0.2	26			SB	Erie-Ferguson WW
3		1802301142	3337 S	Franklin Ave	13,794	0.3	26			SB	Erie-Ferguson WW
3		1802301142	3237 S	Parkhill Ave	10,792	0.2	26			SB	Erie-Ferguson WW
3		1802301044	3318 S	Ferguson Ave	10,511	0.2	26			SB	Erie-Ferguson WW
3		1802301160	S	Ferguson Ave	64,951	1.5	26			SB	Erie-Ferguson WW
3		1802301114	3245 S	Parkhill Ave	11,226	0.3	26			SB	Erie-Ferguson WW
3		1802301140	3323 S	Franklin Ave	13,415	0.3	26			SB	Erie-Ferguson WW
<b>ZONE 3 – GRAND TOTAL</b>											

## ZONE 4

Contract Zone	Landscape ID	<a href="#">Greene Co. Parcel ID</a>	Block	Street Name	Square Feet	Acres	Mowing Frequency	Per Mow Price	Estimated Season Clearance Cost (City)	Property Purpose	Comments
4	CP00085	1336113019	1023 E	Seminole St	6,395	0.1	26			SB	
4	CP00059	1801109036	2934 S	Lancelot Ct	12,118	0.3	26			SB	
4	CP00060	1917103012	2175 E	Lark	9,746	0.2	26			SB	
4	CP00001	1905114007	2458 E	Barataria St	13,723	0.3	26			SB	
4	CP00021	1918301044	1257 E	Carleton St	8,992	0.2	26			SB	
4	CP00132	1917201004	2103 E	Swallow	252,336	5.8	26			SB	
4	CP00089	1917214005	2118 E	Swallow	12,053	0.3	26			SB	
4	CP00192	1918301201	1251 E	Lakewood	26,502	0.6	26			SB	
4	CP00194	1918301203	1264 E	Lakewood	35,564	0.8	26			SB	
4	CP00219	1233106138	3203 E	Topping Circle	11,068	0.3	26			SB	
4	CP00191	1234301013	2329	S Blackman Rd	155,316	3.6	13			SB	North of 2377 S Blackman Rd
4	CP00190	1907101179	1455 E	Primrose St	52,564	1.2	26			SB	Lot West of 1465 E Primrose
4	CP00221	1230121018	1333 S	Kentwood	10,400	0.2	26			SB	
4	CP00232	1801105003	908 E	Edgewood	12,430	0.3	26			SB	
4	CP00195	1801404010	3355 S	Kimbrough Ave	39,874	0.9	26			SW	
	N/A	CHERRYVALE BASIN			50,264	1.2					

4	CP00196	1905401033	3250 S	Valleyview Ave	28,068	0.6	26			SB	lot SE of Shady Glen & Cherryvale
4	CP00193	1905401034	2375 E	Cherryvale	13,871	0.3	26			SB	lot NE of Cherryvale & Valleyview
4	CP00203	1905401035	3315 S	Horseshoe Ave	8,325	0.2	26			SB	lot North of Horseshoe & Delana
	N/A	KIRKWOOD WATERWAY			123,266	2.8					
4	CP00122	1232108027	2141 S	Glendale	13,125	0.3	26			SB	
4	CP00116	1232108037	2333 E	Kirkwood St	13,190	0.3	26			SB	
4	CP00057	1232108035	2317 E	Kirkwood St	13,239	0.3	26			SB	
4	CP00058	1232108036	2327 E	Kirkwood St	13,129	0.3	26			SB	
4	CP00056	1232110004	2302 E	Kirkwood St	14,240	0.3	26			SB	
4	CP00055	1232110005	2266 E	Kirkwood St	14,023	0.3	26			SB	
4	CP00167	1232108011	2308 E	Langston	14,084	0.3	26			SB	
4	CP00065	1232110011	2263 E	Manchester St	14,097	0.3	26			SB	
4	CP00066	1232110012	2267 E	Manchester St	14,139	0.3	26			SB	
	N/A	KICKAPOO PRAIRIE BASIN			102,279	2.3					
4	CP00030	1812401080	4011 S	Clay Ave	15,654	0.4	26			SB	
4	CP00007	1812401057	4047 S	Belvedere	20,557	0.5	26			SB	
4	CP00006	1812401056	4048 S	Belvedere	11,922	0.3	26			SB	
4	CP00005	1812401055	4043 S	Belvedere	12,845	0.3	26			SB	
4	CP00046	1812401153	4040 S	Gatlin	18,939	0.4	26			SB	
4	CP00047	1812401154	4041 S	Gatlin	10,828	0.2	26			SB	
4	CP00045	1812401155	4037 S	Gatlin	11,534	0.3	26			SB	

	N/A	NATIONAL/SEMINOLE BASINS			59,958	1.4					
4	CP00220	1336114061	2115 S	National Ave	9,343	0.2	26			SB	
4	CP00209	1336114083	2137 S	National Ave	22,910	0.2	26			SB	Includes parcel at 1151 E Seminole
4	CP00210	1336111082	1611 E	Seminole St		0.2	26			SB	
4	CP00217	1336114054	1147 E	Seminole	8,456	0.2	26			SB	
4	CP00211	1336401002	1154 E	Seminole St	19,249	0.2	26			SB	
<b>ZONE 4 – GRAND TOTAL</b>											

DELIVERY: F.O.B. DESTINATION

ACCEPT VISA P-CARD: YES \_\_\_\_\_ NO \_\_\_\_\_

Prompt Payment Discount \_\_\_\_\_% \_\_\_\_\_ Days, Net \_\_\_\_\_ Days

**Notice and Instructions to Bidders/Vendors  
Regarding Sections 285.525 through 285.550 RSMO, Effective January 1, 2009**

Effective January 1, 2009 and pursuant to the State of Missouri's RSMO 285.530 (1), No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. As a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state (e.g., Greene County, Mo.) to a business entity, the business entity (Company) shall, by sworn 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. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. [RSMO 285.530 (2)]

RSMO 285.530 pertains to all solicitations for services over \$5,000. RSMO 285.530 does not apply to solicitations for goods only. If a solicitation is for services and goods, RSMO 285.530 applies if the services portion of the solicitation is over \$5,000. In order to comply with sections 285.525 through 285.550, City requires the following bid and contract documents:

- 1. Affidavit for Service Contracts over \$5,000.00 (US) – Effective 1-1-2009**, Company shall comply with the provisions of Section 285.525 through 285.550 R.S.Mo. Contract award is contingent on Company providing an acceptable notarized affidavit stating:
  - a. that Company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
  - b. that Company does not knowingly employ any person who is an unauthorized alien in connection the contracted services.
- 2.** Additionally, Company must provide documentation evidencing current enrollment in a federal work authorization program (e.g. electronic signature page from E-Verify program's Memo of Understanding (MOU)). *See attached sample*

The City of Springfield encourages companies that are not already enrolled and participating in a federal work authorization program to do so. E-Verify is an example of this type of program. Information regarding E-Verify is available at [http://www.dhs.gov/xprevprot/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm) or by calling **888-464-4218**.

If you have any questions, please contact the City Purchasing Department at 417- 864-1620.

**Affidavit of Compliance with Section 285.500, RSMo., et seq.  
For All Agreements Providing Services In Excess Of \$5,000.00.**

**Effective January 1, 2009**

STATE OF \_\_\_\_\_ )

) ss.

COUNTY OF \_\_\_\_\_ )

Before me, the undersigned Notary Public, in and for the County of \_\_\_\_\_,

State of \_\_\_\_\_, personally appeared \_\_\_\_\_ (Name)

who is \_\_\_\_\_ (Title) of \_\_\_\_\_

(Name of company), a (circle one) corporation, partnership, sole proprietorship, limited liability company, and is competent and authorized to make this affidavit, and being duly sworn upon oath deposes and says as follows:

- (1) that said company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
- (2) that said company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

The terms used in this affidavit shall have the meaning set forth in Section 285.500 R.S.Mo., et seq.

**Documentation of participation in a federal work authorization program is attached to this affidavit.**

\_\_\_\_\_

Signature

Print Name: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_

Notary Public

My commission expires: \_\_\_\_\_

**Company ID Number: XXXXXX**

The foregoing constitutes the full agreement on this subject between the SSA, DHS (Department of Homeland Security), and the Employer.

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify Operations at 888-464-4218.

**Employer, Your Company Name**

**John Doe**

\_\_\_\_\_  
Name (Please type or print)

\_\_\_\_\_  
Title

***Electronically Signed***

**01/01/2009**

Signature

Date

**Verification**

**Department of Homeland Security – Division**

**USCIS Verification Division**

\_\_\_\_\_  
Name (Please type or print)

\_\_\_\_\_  
Title

***Electronically Signed***

**01/01/2009**

Signature

Sample  
E-Verify  
Memo of Understanding - MOU  
Electronic Signature Page



**CITY OF SPRINGFIELD  
STATEMENT OF "NO BID"  
IFB #082-2011**

**RETURN THIS PAGE ONLY IF YOUR COMPANY PROVIDES THE PRODUCTS/SERVICES BEING BID AND DECLINES  
TO DO SO.**

WE, THE UNDERSIGNED, HAVE DECLINED TO BID ON YOUR **IFB #082-2011** FOR **GROUND MOWING STORM  
AREAS AND WATERWAYS** FOR THE FOLLOWING REASON(S):

\_\_\_\_\_ SPECIFICATIONS ARE TOO "TIGHT," I.E. GEARED TOWARD ONE BRAND OR MANUFACTURER ONLY  
(PLEASE EXPLAIN BELOW).

\_\_\_\_\_ INSUFFICIENT TIME TO RESPOND TO INVITATION FOR BID.

\_\_\_\_\_ OUR PRODUCT SCHEDULE WOULD NOT PERMIT US TO PERFORM.

\_\_\_\_\_ UNABLE TO MEET SPECIFICATIONS.

\_\_\_\_\_ UNABLE TO MEET INSURANCE REQUIREMENTS.

\_\_\_\_\_ SPECIFICATIONS UNCLEAR (PLEASE EXPLAIN BELOW).

\_\_\_\_\_ OTHER (PLEASE SPECIFY BELOW).

REMARKS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SIGNATURE AND TITLE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

DATE: \_\_\_\_\_