

Tentative Agenda  
Finance Committee  
March 1, 2016  
6:00 p.m.  
Council Chambers Conference Room

Roll Call

DISCUSSION ITEMS

- 1) Mowing & Nuisance Abatement Services for 2016-2018  
John Benson, Development & Public Affairs Director
- 2) Next Meeting Date and Time – April 12, 2016 at 6:00 p.m.

ADJOURNMENT

**CITY OF RAYTOWN**  
**Request for Committee Action**

**Date:** February 25, 2016  
**To:** Finance Committee  
**From:** John Benson, Director of Development and Public Affairs

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**Action Requested:** Discussion of a proposed retainer fee for nuisance abatement services relating to property maintenance code enforcement.

**Recommendation:** A recommendation is not being requested. This item is for discussion purposes only.

**Analysis:** This discussion is a review of a proposed retainer fee for nuisance abatement services relating to property maintenance code enforcement that is specified in the attached Request for Bid document that the Development and Public Affairs Department plans to release within the next week. The retainer fee is proposed as a means to address a problem that the Development and Public Affairs Department has encountered with different nuisance abatement contractors over the past several years. This problem relates to the responsiveness of the city's contractor for mowing and removal of junk trash and debris on properties that have not come into compliance with the city's property maintenance codes. This has resulted in properties with tall grass and weeds or junk trash and debris remaining in violation for unreasonable periods of time, which has resulted in neighboring property owners having to look at these violations for a longer period of time than necessary and has led to accusations that the city is not doing anything about these violations.

In discussing this issue with a few different contractors, an issue that contributes to their lack of responsiveness is that the number of work orders the city issues fluctuates from week to week based upon the number of properties with violations. In addition, our contract specifies that they are to complete the work order within 72 hours of it being issued. As such, we are not able to tell them ahead of time how many properties will need to be mowed or have junk trash and debris removed and they cannot schedule their crews accordingly for the week. As a result, when we issue a work order it is extra work to the contractor and they work it in with the other regular scheduled mowing they have for that given week.

To address this ongoing problem, staff is proposing to pay a retainer fee of \$1,500 to the contractor each month from March through October, which is described in paragraph 19 "Compensation" on page 7 of the attached Request for Bids document. In return the contractor would agree to provide mowing and nuisance abatement services in Raytown two days each week (e.g. Monday and Thursday or Tuesday and Friday). The cost of the mowing and nuisance abatement services each month would be paid for by the \$1,500. If the cost of the services exceeds the \$1,500 then the city would pay the additional cost on an hourly basis. The cost of the services in a month does not equal or exceed \$1,500 the contractor would get to retain the difference. The total cost of retainer fee is \$12,000 of the \$30,000 budgeted for nuisance abatement services for the entire year. Therefore, it is 40% of the total budgeted amount for these services.

**Alternatives:** No action

**Budgetary Impact:**

- Not Applicable
- Budgeted item with available funds
- Non-Budgeted item with available funds through prioritization
- Non-Budgeted item with additional funds requested

Account Number(s): 101.82.00.100.52250  
Fund: General  
Department: DPA  
City Program: \_\_\_\_\_  
Department Program: Neighborhood Services  
Object Code: \_\_\_\_\_  
Amount to Spend: \$12,000

**Additional Information:** None



**DEVELOPMENT AND PUBLIC AFFAIRS  
DEPARTMENT**

**REQUEST FOR BIDS**

**MOWING & NUISANCE ABATEMENT  
SERVICES FOR 2016- 2018**

**RELEASED  
MARCH \_\_\_\_\_, 2016**

**SUBMITTAL DEADLINE  
March 25, 2016**

**REQUEST FOR BIDS**  
**CITY OF RAYTOWN, MO**  
**DEVELOPMENT AND PUBLIC AFFAIRS DEPARTMENT**  
**MOWING & NUISANCE ABATEMENT SERVICES FOR 2016- 2018**

The City of Raytown, Missouri is requesting sealed bids from qualified firms interested in providing mowing and abatement of nuisance violations services for the City of Raytown Neighborhood Services Department ("City"). Those services include, but are not limited to, mowing of residential and commercial properties; as well as removing junk, trash and debris from residential and commercial properties. **Sealed bids must be received by March 25, 2016 at 2:00 PM to City of Raytown, City Clerk, Raytown City Hall, 10000 East 59<sup>th</sup> Street, Raytown, Missouri 64133.**

Copies of bid documents for bidding purposes are available by contacting City of Raytown Development and Public Affairs Department at 816-737-6014 or at Raytown City Hall at 10000 East 59<sup>th</sup> Street, Raytown, Missouri 64133, Monday thru Friday from 8:00 AM to 5:00 PM.

The City of Raytown reserves the right to reject any and all bids, to waive technical defects in the bids and to select the bid deemed the most advantageous to the City of Raytown.

**INSTRUCTIONS TO BID**

1. **ITEMS TO SUBMIT WITH BID:** Bidders must use the bid forms provided for in this Request for Bids ("RFB"). For a complete bid, please submit all of the forms listed below. Please complete each form in its entirety. An authorized representative shall sign each bid in ink and all required information included in the bid. The contents of the bid submitted by the successful firm will become part of any contract awarded as a result of this RFB.
  - a. Bidder Information
  - b. References
  - c. Bid Form
  - d. Machinery and Equipment
  - e. Staffing
  - f. Affidavit of Work Authorization
  - g. Signed Addendum (if issued)
  
2. **COST TO DEVELOP BIDS:** All costs to prepare and submit a bid are the responsibility of the bidder and shall not be chargeable in any manner to the City, or any other entity.

3. **ADDENDA**: The City shall issue all changes, additions, subtractions and/or clarifications to this RFB in the form of a written addendum. All RFB responses shall acknowledge the receipt of any addendum by including a respondent signed addendum in the submitted bid.
  
4. **SUBMISSION OF BID**:
  - a. Each bid must be submitted in a sealed envelope cleared marked "REQUEST FOR BIDS, CITY OF RAYTOWN, MOWING & NUISANCE ABATEMENT SERVICES."
  - b. **All bids must be submitted by 2:00 PM on March 25, 2016 to City of Raytown, City Clerk at 10000 East 59<sup>th</sup> Street, Raytown, Missouri 64133.** Bids received after this time will be returned unopened.
  - c. A Public Bid Opening will be held at 2:00 PM on March 25, 2016 and will only announce the name and address of firms submitting responses.
  - d. All bids will remain confidential until a final contract has been executed. Information that discloses propriety or financial information submitted in response to qualifications statements will not become public record. This is in accordance with the Missouri Sunshine Law.

#### **QUALIFICATIONS FOR SUBMITTING FIRMS**

5. **MINIMUM QUALIFICATIONS**: Firms responding to the RFB must be qualified to perform the services specified in this Request for Bids. To illustrate these qualifications, responding firms are asked to submit references from other municipalities/agencies that your firm has provided similar services for in the past on the References Form and a detailed list of equipment owned by the firm to be used in performance of the work on the Machinery and Equipment Form. Responding firms shall state the location of its nearest office or facility on the Bidder Information Form and the staff that will be performing the work on the Staffing Form.
  
6. **LICENSES AND CERTIFICATIONS**: Responding firms must obtain and maintain a current City of Raytown Business License.
  
7. **INSURANCE**: Qualified firms shall maintain at the firm's expense the following insurance coverage during the RFB response period or any future contract agreement periods resulting from this proposal submittal.
  - a. **Professional Liability** – Professional Liability, or Errors and Omission Insurance protection in the minimum amount of \$1,000,000.00 per claim and annual aggregate.
  
  - b. **Commercial General Liability** –
    - i. Each Occurrence..... \$2,500,000
    - ii. Personal and Advertising Injury..... \$1,000,000
    - iii. Products-Completed/Operations Aggregate..... \$1,000,000
    - iv. General Aggregate ..... \$1,000,000

- v. Fire Damage..... \$50,000
  - vi. Medical Expense ..... \$5,000
  - vii. Policy must include the following conditions:
    - 1. Contractual Liability
    - 2. Products/Completed Operations
    - 3. Personnel/Advertising Injury
    - 4. Independent Contractors
  - viii. Additional Insured: City of Raytown, Missouri
- c. Automobile Liability – Automobile liability coverage sufficient to cover all vehicles owned, used or hired by Responding Firms, its agents, representatives, employees or subcontractors. Minimum Limits:
- i. Combined Single ..... \$2,000,000
  - ii. Each Occurrence..... \$1,000,000
  - iii. Medical Expense ..... \$5,000
- d. The firm shall supply the City of Raytown with current Workers Compensation Insurance certificates evidencing coverage against all claims under applicable State Workers' Compensation laws. The firm shall provide evidence to the City that subconsultants, if any, shall maintain comprehensive general liability, automobile liability, workers' compensation, and professional liability insurance for not less than the amounts outlined for the submitting firm. The comprehensive general liability policy of any subconsultant shall name the City of Raytown as an additional insured.
- e. Certificate Holder:  
City of Raytown  
10000 East 59<sup>th</sup> Street  
Raytown, Missouri 64133
- f. Insurance Cancellation Clause: The firm shall notify the City thirty (30) days prior to any changes in the insurance requirements listed in the above paragraphs or insurance carriers. The firm shall require their insurance carrier to notify the City thirty (30) days prior to the cancellation date.

**SCOPE OF SERVICES**

8. GENERAL CONDITIONS SCOPE: The following terms and conditions, unless otherwise modified by the City of Raytown in writing, shall govern the submission of bids and subsequent contracts. The City of Raytown reserves the right to reject any proposal that takes exception or deviates from these conditions.

9. TYPE OF SERVICES NEEDED: The City of Raytown is requesting bids for a qualified firm to abate nuisances as described by City Ordinance.
- a. Mowing: Firms need to be able to mow residential and commercial property. Some property may be fenced with a thirty-six (36) inch gate opening. Other property may be large fields with grass up to four (4) feet tall. The selected firm must have equipment which can gain access and mow these types of properties.
    - i. All grass shall be cut to a height not to exceed three (3) inches, except vacant lots or open fields, which shall be to a height not to exceed four (4) inches.
    - ii. Vegetation must be cut up to the street pavement, including any adjacent ditch area or right-of-way. This includes any area between the property line and the curb or street pavement line whether improved or unimproved. Cut vegetation in the ditch as low as possible.
    - iii. Trimming should be done around any structure including buildings, fence line, trees, poles, shrub beds, walkways, lawn statuary, etc. Special care shall be given when trimming around trees and other plantings so as to not inflict damage to the tree bark, limbs or trunk.
    - iv. Raking after mowing is not required unless large clumps of grass are visible after completion of mowing. Grass clippings shall not be blown or thrown into city streets or drainage ways. Large clumps of cut vegetation must be removed from the yard and the yard shall be left in a manner that is typical mowed residential yards.
    - v. Mowing in residential areas must be completed between the hours of 7:00 AM and 7:00 PM, Monday through Friday or between the hours of 8:00 AM and 7:00 PM, Saturday and Sunday, unless otherwise approved by the City of Raytown Neighborhood Services Supervisor.
  - b. Removal of Overgrown Vegetation and Brush: Firms must be able to trim and/or remove overgrown vegetation such as vines, tall grass, ground cover, brush, etc. on residential or commercial property, including in fence lines.
  - c. Removal of Junk, Trash and Debris: Firms must be able to remove (load and transport) junk, trash and debris on residential or commercial property. Contractor must dispose of all junk, trash and debris to an approved off-site location.
10. NOTIFICATION OF WORK: Firms must be able to receive work orders via fax or email and limit the services to those specified in the work order issued by the Development and Public Affairs Department.

11. PERFORMANCE OF WORK: Firms must be able to complete work assigned by the City two days per week as mutually agreed upon by the Firm and the City (i.e. Monday and Thursday, or Tuesday and Friday, etc.). The two days of the week in which the work is to be completed shall be the same each week unless inclement weather prevents such work from being completed on the applicable day. It is the responsibility of the firm to notify the Neighborhood Services Supervisor, or his/ her designee, in the Development and Public Affairs Department if the work order cannot be completed in consecutive days due to inclement weather or equipment failure. Failure to comply with required work days without approval by the Neighborhood Services Supervisor or his / her designee may be grounds for termination of the contract. If mowing is interrupted by either inclement weather or equipment failure, the firm shall give top priority to completing the job at the earliest possible date.
  
12. DOCUMENTATION: Firms must take photographs of all property before AND after each mowing and nuisance abatement work is completed. The photographs must clearly identify the property; be time and date stamped; clearly show the area to be mowed and / or the nuisance to be abated before and after completion of the work; and be signed and dated by the firm; and be of a quality to be used as evidence in municipal court if necessary. The photographs must accompany the firm's invoice for work completed and will become property of the City.
  
13. INSPECTION: At the conclusion of each work order, the Firm shall notify the Neighborhood Services Supervisor or his / her designee that the work is fully complete and in compliance with the Scope of Services. Any deficiencies shall be promptly and permanently corrected by the Firm at the Firm's sole expenses prior to final acceptance of work.
  
14. TAX EXEMPT: The City and its agencies are exempt from State and Local Sales taxes. All transactions resulting from an executed agreement shall be deemed to have been accomplished within the State of Missouri.
  
15. INVOICING AND PAYMENT: Invoices for payment shall be submitted to City of Raytown, Development and Public Affairs Department at 10000 East 59<sup>th</sup> Street, Raytown, MO 64133 within thirty (30) days from issuance of the applicable work order. Invoices may be mailed to above address or emailed to [junev@raytown.mo.us](mailto:junev@raytown.mo.us). Each invoice must include the following information:
  - a. Work Order Number
  - b. Date Work Order Issued
  - c. Date Work Order Started
  - d. Date Work Order Completed
  - e. Before and After Photos of Services Provided for each applicable property (time and date stamped)
  - f. Type of Service(s) Rendered
  - g. Itemized Cost per Type of Service Provided and Unit Price
  - h. Copy of any Receipts for Disposal of Trash and/or Debris (if applicable)

The City shall not be required to pay invoices for work orders received more than sixty (60) days from issuance of the applicable work order.

16. DAMAGE TO TREES OR OTHER ITEMS: Responding firms must take extra care when trimming around trees or other lawn items. Trees will be inspected by a City representative for damages caused by the firm. Any damages found shall be documented to the Neighborhood Services Supervisor and the firm. The selected firm agrees to repair or replace at their own expense any damages to trees or other lawn items.

#### **OTHER INFORMATION**

17. PROPOSAL REJECTION: The City reserves the right to reject all proposal responses, to waive any minor informality or irregularity in any proposal(s) and to award this project to the response deemed to be the most advantageous to the City.
18. CONTRACT LENGTH: The contract shall be in effect for a period of three (3) years with the option by mutual agreement for the City to renew the contract for two (2) additional two (2) year periods thereafter.
19. COMPENSATION.
- A. March through October: From March 1<sup>st</sup> of each year through October 31<sup>st</sup> of each year, the City shall pay a monthly fee of \$1,500 per month to the selected firm for mowing and nuisance abatement services as specified in herein. The \$1,500 each month shall pay for the cost of mowing and nuisance abatement services provided by the firm up to the equivalent number of hours of work based upon the base rate of pay for such work.. If the cost for the number of hours worked in a given month from March and October do not equal or exceed \$1,500, the firm shall be entitled to keep the remaining paid fee amount. If the cost of providing mowing and nuisance abatement services exceed \$1,500 in a month the city shall pay the hourly rate for each additional hour as indicated on the selected firms submitted Bid Form, which is attached hereto.
- B. November through February: For mowing and nuisance abatement services performed between November 1<sup>st</sup> and the last day of February each year the city shall pay the hourly rate for each hour of work as indicated on the selected firms submitted Bid Form, which is attached hereto.
20. NO ESCALATION OF FEES: The pricing of services contained on the Bid Form of this Request for Bid for the selected Firm shall remain in effect for the duration of the contract. Renewal cost increases contained on the Bid Form shall remain in effect for contract extensions if executed.

21. NEGOTIATION: The City reserves the right to negotiate all elements of this proposal.

22. TERMINATION:

- a. Subject to the provisions below, any contract derived from this RFB may be terminated by either party upon thirty (30) days in advance written notice to either party; but if any work or services hereunder is in progress, but not completed as of the notice of termination, then the said contract may be extended upon written approval of the City until the work and/or services are completed and accepted by the City.
- b. In the event that the agreement is terminated or cancelled for convenience by the City, without the required thirty (30) days in advanced written notice, then the City shall negotiate reasonable termination costs if applicable.
- c. In the event that this agreement is terminated for cause by the City, termination will be preceded by a fourteen (14) day correction period effective upon delivery to the firm receiving written notification from the City. In the event of termination for cause by the City, compensation for services rendered by the firm up to the date of written termination shall be offset by the City's reasonable cost to mitigate or correct the effects of such termination.
- d. When funds are not appropriated or otherwise made available to support continuation of the contract in any fiscal year or project funding is not available at any time during the project, the agreement will be terminated by the City upon delivery to the firm of a written notice at least fourteen (14) days prior to the expiration of funding.

23. CONTRACTUAL DISPUTES: The Firm shall give written notice to the City of Raytown of its intent to file a claim for money or other relief at the time of the occurrence or the beginning of the work upon which the claim is to be based. The written claim shall be submitted to the City no later than sixty (60) days after final payment. If the claim is not disposed of by agreement, the City of Raytown shall produce their decision to writing and mail or otherwise forward a copy thereof to the Firm within thirty (30) days of receipt of the claim. City decision shall be final unless the Firm appeals within thirty (30) days by submitting a written letter of appeal to the Finance Director, or his designee. The Finance Director shall render a decision within sixty (60) days of receipt of the appeal. In case of appeal of the decision of the Finance Director the Firm and the City shall each appoint a representative, who, together shall select a third party to arbitrate the issue. Resolution of the issue will be binding upon both parties.

24. LIABILITY DISCLAIMER: The City or any of its agencies will not hold harmless or indemnify any firm responding for any liability whatsoever.

25. HOLD HARMLESS: Responding firms shall agree to protect, defend, indemnify and hold the City, its Board of Alderman, Officers, Commissioners, Employees and Agents free and harmless from and against any and all losses, penalties, damages, settlements,

costs, charges, professional fees or other expenses or liabilities of every kind and character resulting from error, omission or negligent act of the responding firm, its agents, subcontractors, subconsultants, employees, or representatives in the performance of the responding firm's responsibility under any executed agreement resulting from this RFB.

26. LAW GOVERNING: All contractual agreements shall be subject to, governed by and constructed according to the laws of the State of Missouri and the Code of Ordinances of the City.
27. ANTI-DISCRIMINATION CLAUSE: No responding firm shall in any way, directly or indirectly, discriminate against any person because of age, race, color, handicap, sex, national origin or religious creed.
28. CONFLICTS OF INTEREST: The City, it's Board of Alderman, Officers, Commissioners, Employees or Representatives shall have no financial interest, direct or indirect, in the RFB or any future contract agreements. A violation of this provision shall render the contract void. Federal, state and local conflict of interest regulations shall not be violated. Responding firm covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which conflict in a manner or degree with the performance of this RFB response or any future contract agreements. The firm further covenants that no person having such interest shall be employed in the performance of this or any future contract agreements resulting from this RFB.

## **BIDDER INFORMATION**

Please fill in information below including a signature in ink by an authorized representative.

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

AUTHORIZED PERSON: \_\_\_\_\_

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

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

\_\_\_\_\_

TAX ID NUMBER \_\_\_\_\_

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

FAX NUMBER: \_\_\_\_\_

YEARS IN BUSINESS: \_\_\_\_\_

The undersigned certifies that he/she has the authority to bind this firm in an agreement to supply the services in accordance with all terms, conditions and pricing specified herein.

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

## REFERENCES

List below at least five (5) references from other municipalities or agencies that your firm has provided similar services for in the past. Please include name of municipalities/agency, contact person, address, and phone number.

<b>Municipality/ Agency Name</b>	<b>Contact Person</b>	<b>Address</b>	<b>Phone Number</b>

## **BID FORM**

Enter the unit price for each type of service requested.

<b>Service Description</b>	<b>Unit</b>	<b>Unit Price</b>
Rough Mowing (brush hog), tractor with operator	Per Hour	
Finish Mowing (push mower) with operator	Per Hour	
Weed eater with operator	Per Hour	
Power blower/sweeper with operator	Per Hour	
Removal and/or Spraying of noxious weeds (poison ivy, poison oak, poison sumac, thistles, etc.) with operator	Per Hour	
Chain saw with operator	Per Hour	
Tractor equipment with operator	Per Hour	
Removal of Junk, Trash and Debris	Per Hour	
Disposal Fee (for junk, trash and debris)	Per Cubic Yard	
Appliance Disposal	Each	
Tire Disposal	Each	
Labor only (i.e. refuse removal, etc.)	Per Hour	
Hauling trailer with operator	Per Hour	
Dump truck with operator	Per Hour	
Boarding Up/Securing Property (including material necessary)	Per Hour	
Removal of Standing Water in Swimming Pool or Rank Pond	Per Hour	

List below any additional charges or costs and explain.

Service Description	Unit	Unit Price	Explanation

RENEWAL OPTION: Are prices firm for the stated renewal periods?     YES     NO

If prices are not firm for the renewal periods, please indicate the percentage of increase or decrease for each one-year renewal period.

Renewal for 2017 = \_\_\_\_\_%

Renewal for 2018 = \_\_\_\_\_%

**MACHINERY AND EQUIPMENT**

List below machinery and equipment owned by the firm that will be used in performance of the work described within the RFB.

<b>Type of Equipment</b>	<b>Units</b>

# **STAFFING**

List below the staff that will be performing the work described within the RFB.

<b>Name</b>	<b>Role in Performing the Work</b>

## **AFFIDAVIT OF WORK AUTHORIZATION**

Comes now \_\_\_\_\_ (Name) as \_\_\_\_\_  
(Office Held) first being duly sworn, on my oath, affirm \_\_\_\_\_  
(Company Name) is enrolled and will continue to participate in a federal work authorization program in respect to employees that will work in connection with the contracted services related to this Request for Bids for Nuisance Abatement Services (RFB# NS-2009-01) for the duration of the contract, if awarded in accordance with RSMo Chapter 285.530 (2).

I also affirm that \_\_\_\_\_ (Company Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services related to this Request for Bids for Nuisance Abatement Services (RFB# NS-2009-01) for the duration of the contract, if awarded.

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

\_\_\_\_\_  
Signature (person with authority)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_11. I am commissioned as a notary public within the County of \_\_\_\_\_, State of \_\_\_\_\_, and my commission expires on \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Printed Name of Notary