

**NOTICE TO BIDDERS
CITY OF SUNSET HILLS
LAWN CARE AND DEBRIS REMOVAL**

The City of Sunset Hills, Missouri is accepting pre-qualification statements on "Lawn Care and Debris Removal" which will be valid until December 2012. Statements and required documentation will be accepted at the City Hall, 3939 S. Lindbergh Blvd., Sunset Hills, MO 63127 until 10 am July 1, 2011.

Pre-qualification statements shall be on the enclosed bid form and shall be signed by an authorized officer of the company. Statements shall be submitted in a sealed envelope with "Lawn Care and Debris Removal" clearly marked on the outside.

The City of Sunset Hills is prequalifying companies to work at private properties that have been declared a Nuisance. Work will vary per property, and generally shall include, but may not necessarily be limited to: grass cutting; grass trimming; tree, bush and brush trimming or clearing; debris removal, etc. Because time is a sensitive issue in Nuisance properties, bids will only be accepted by companies pre-qualified with the City of Sunset Hills. Interested companies may download bid documents at:
<http://98.130.68.251/PDFs/Publicworks/2011weedspackage.pdf>

Upon labeling a property a Nuisance, the City will issue to all pre-qualified companies a Request for Bids on the subject property. Information shall include the address, a scope of work and required dates. Interested companies may perform a site visit to review the work scope and determine their proposal for the subject property.

Statements will be reviewed and the firm or firms deemed in the best interest of the City of Sunset Hills will be recommended to the City Engineer for approval for the lawn care and debris removal contractor list. This may potentially require approval of the Board of Alderman by July 12th, 2011. The City does reserve the right to waive informalities, to reject any or all bids, and to award the bid in the City's best interest.

There will not be any pre-bid meetings. Questions regarding this notice should be submitted to Scott Reed at (314) 849-3400 or by e-mail at sreed@sunset-hills.com.

SCOPE OF WORK

The purpose of this notice is to obtain on-call contractors to be utilized in situations where owners of private property have not kept up with the general lawn, tree and yard care as required by the City of Sunset Hills. Work locations and required scope vary from property to property and may include, but is not necessarily limited to cutting grass; trimming grass; trimming trees, weeds, bushes and brush; removing lawn debris and/or other items from the property as directed by the City.

1. All contractors will carry out the directed scope within three (3) calendar days of the City issuing a Notice to Proceed. Bid notices will, be issued by a fax, or e-mail.
2. Contractors will supply City of Sunset Hills their employee's names & 10 hour OSHA training prior to arriving on site.
3. Work shall be carried out in a professional workman like manner.
4. Contractors will lawfully dispose of all waste.
5. Working hours shall be between 7:30 AM – 5:00 PM Monday through Friday, unless approved in writing by the City of Sunset Hills.

Please refer to the example proposal & bid form in this notice for more information.

CONTRACT BOND AND CERTIFICATES OF INSURANCE

Upon award of contract, the successful contractor shall, file with the City a payment bond and a performance bond in the amount of One Thousand Dollars (\$1,000.00).

The contractor agrees that he shall and will indemnify, hold harmless and defend the Owner, his agents, servants and employees from and against any and all losses, damages (by judgment or settlement), charges and expenses (including reasonable attorney's fees), which they or any one or more of them may incur or sustain by reason of any claims or causes of action for personal injury or injuries, including death, to any person or persons whomsoever (including the officer, agents, servants or employees of the Contractor or of any subcontractor) including but not limited to such claims or causes of action arising out of, or in any way connected with, or occasioned by the work performed by the Contractor or subcontractors, their respective agents, servants or employees under or pursuant to this contract.

Without limiting his liability under this contract, the Contractor shall procure and maintain at his expense during the life of this contract insurance of the types and in the minimum amounts stated below:

1. Workers' Compensation Insurance in full compliance with the Workers' Compensation and Occupational Disease laws of the State of Missouri.
2. Comprehensive General Liability
General Aggregate - \$1,000,000 per person
- \$1,000,000 each occurrence
3. Comprehensive Automobile Liability
General Aggregate - \$1,000,000 each person
- \$1,000,000 each occurrence

The Comprehensive Liability Policy shall include blanket contractual liability coverage or a contractual liability endorsement covering the liability assumed by the Contractor under this agreement with limits not less than those specified in sub-paragraph 2 hereof. The certificates of insurance to be furnished hereunder shall reflect such coverage.

Said insurance shall be written by a company or companies licensed to do business in the State of Missouri and satisfactory to the City. Before commencing any work hereunder, certificates evidencing the maintenance of such insurance shall be furnished to the City and shall contain the following statement:

Insurance evidenced by this certificate will not be canceled or altered except 10 days after receipt by the City of Sunset Hills, Missouri of written notice thereof.

Contractors shall not subcontract the performance of any part of the work without requiring the subcontractor to procure and maintain insurance in the forms and amounts approved by the City.

CONTRACTOR'S RESPONSIBILITY

Nothing in these specifications shall be construed as placing the work under the specific direction or control of the City or relieving the Contractor from his liability as an independent contractor and, as such, he shall be solely responsible for the method, manner and means by which he shall perform his work, including, but not limited to supervision and control of his own personnel and he shall exercise due care to prevent bodily injury and damage to property in the prosecution of the work. Schedule will be directed by the City of Sunset Hills.

Until the work is accepted, it shall be in the custody and under the charge and care of the Contractor, and he shall take every necessary precaution against injury or damage to the work by the action of all the elements, or from any other cause whatsoever. The Contractor shall restore and make good at his own expense all injuries or damages to any portion of the work before its completion and acceptance. Issuance of any estimate or partial payment to the Contractor for any part of work done will not be considered as final acceptance of any work.

PROSECUTION OF WORK

The Contractor shall give his personal attention to the work while in progress and shall provide a competent and reliable designated supervisor for each shift who shall have full authority to act for your company.

Any discrepancies or question pertaining to the extent of the work shall be submitted immediately to the City Engineer.

If the Contractor fails to begin the work within the time specified, or fails to perform the work with sufficient workmen and equipment or performs his work unsuitably or neglects or refuses to remove materials or perform anew such work as has been rejected as defective and unsuitable, or discontinues the prosecution of the work, or for any other cause whatsoever does not carry on the work in an acceptable manner, or if the Contractor becomes insolvent or declares bankruptcy, or commits any act of bankruptcy or insolvency, or allows any final judgment to stand against him unsatisfied for a period of forty-eight (48) hours, the City shall give notice in writing, by registered mail, to the Contractor and surety of such delay, neglect, or default. If the Contractor and his surety after such notice, does not proceed to properly prosecute the work specified time frame, the City shall have full power and authority, at the City's option and without violating the contract or bond, to take over the completion of the work, to appropriate or

use any or all materials and equipment on the ground that may be suitable and acceptable, or to enter into agreements with others for the completion of said contract according to the terms and provisions thereof, or to use such other methods as may be required for the completion of said contract in an acceptable manner. For all costs and charges incurred by the Owner, together with the cost of completing the work under the contract, the Contractor and his surety shall be liable and such costs may be deducted from any monies due, or which may become due the Contractor. In case the expense so incurred by the City for work equal in quality and quantity to that required of the Contractor hereunder, is less than the sum which would have been payable under the Contract if it had been completed by the Contractor, the Contractor shall be entitled to receive the difference, and in case such expense for work equal in quality and quantity to that required of the Contractor hereunder, exceeds the sum which would have been payable under the contract, the Contractor and his surety shall be liable and shall pay to the City the amount of said excess. Failure of the City to take action as stipulated above shall not relieve the Contractor and surety of their obligations.

NOTICE TO PROCEED

All work should be completed by the contractor within three (3) calendar days of notice to proceed.

PAYMENT

Final payment shall not relieve the Contractor of responsibility for faulty materials or workmanship and he shall remedy any defects due thereto and pay for any damage to other work.

City of Sunset Hills

Contractor's Pre-Qualification Statement

Company Name:

Street Address:

City, State, Zip:

Phone No.:

Fax No.:

E-mail Address:

- Corporation
- Sole Proprietorship
- Partnership

By completing and submitting this form to the City of Sunset Hills, I/we acknowledge that bid notices will be issued and requested in a time sensitive basis. The work must be completed by the Due Date. It is understood that the project address, work scope, and due dates for proposal and work completion will be provided on the Bid Solicitation notice. I/we acknowledge that the city requires the following insurance levels and attached is a Certificate of Insurance naming the City of Sunset Hills as Additional Insured.

This Qualification Statement good for a period of through December 31st, 2012

Insurance Requirements are enclosed in this notice.

Attach three references of similar projects and contact information

Officer Signature

Date

Print Name of Officer

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For City Use

- Insurance Requirements Met
- Application Complete
- Status:

Reviewed by:

Date

**PROPOSAL FOR  
THE CITY OF SUNSET HILLS  
2011 Lawn Care & Debris Removal**

Submitted By: \_\_\_\_\_

To the City of Sunset Hills:

Pursuant to information in the Notice to Bidders, dated the undersigned proposes to furnish all labor, materials, equipment and incidentals necessary to perform all work required by the City of Sunset Hills in strict accordance with the Contract Documents, including such addenda as are acknowledged in this proposal.

The undersigned bidder declares that he understands the intent of the proposal request, has carefully examined the site of the work, made himself thoroughly familiar with the contract Documents, and satisfied himself as to the conditions under which he will be obliged to operate in performing the work that will in any manner affect cost of the work.

The undersigned bidder declares that the work dates are sensitive and will complete the full scope within three (3) calendar days of the Notice to Proceed.

As full compensation for the performance of the work in the manner described, the undersigned agrees to accept payment on the basis of his lump sum bid.

Within twenty-four (24) hours after receipt of proposal acceptance, contractor shall provide a payment bond and a performance bond in the amount of One Thousand Dollars xx/100 (\$1,000.00), with sureties to be approved by the City, to do this work.

A Certificate of Insurance must be received by the City prior to the start of work.

The price on the attached Bid Form includes all costs for insurance, bonds, permits, inspection fees, and taxes, all of which are to be paid by the Contractor.

The undersigned agrees to cooperate with employees of the City or other parties that may be engaged in work at the site from time to time during the contract period.

This proposal shall be binding on all heirs, administrators, executors, successors and assigns.

**Example**

**BID SHEET - CITY OF SUNSET HILLS  
Lawn Care and Debris Removal**

**Property Address:** \_\_\_\_\_

**Property Address:** \_\_\_\_\_

**Potential Work State Date:** \_\_\_\_\_, 201\_\_

**Scope of Work:**

- Remove trash/debris from the site before cutting of the vegetation begins.
- Cut grass to a maximum height of \_\_\_ inches.
- Trim grass around trees, fences, buildings, etc.
- Remove leaves and natural debris.
- Trim or remove low hanging tree limbs.
- Remove debris from site. Debris consists of: (List debris here such as bricks, specific pieces of junk, etc.)
- Remove all weeds on fences, ground, cracks in walks, driveway and any overgrown
- \_\_\_\_\_

**Bid Due Date & Time:** \_\_\_\_\_, 201\_\_ at 2:00 PM

Bids must be submitted on the forms provided and signed by an authorized officer of the company. No partial or incomplete bids will be accepted.

**Acknowledge Scope of Work:** We understand and acknowledge the scope of work detailed in the bid notice for the referenced property address. Work is to be performed in a professional workman manner between the hours of 7:30 AM – 5:00 PM Monday through Friday, unless approved in writing by the City of Sunset Hills.

Please print legibly or type except where signature is required.

Bidder Information:

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Signature: \_\_\_\_\_ Date \_\_\_\_\_

Printed Name & Title: \_\_\_\_\_

Lump sum amount: \_\_\_\_\_

## **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 \_\_\_\_\_ (bid number) 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 \_\_\_\_\_ (bid number) for the duration of the contract, if awarded.

For more information visit these websites:

<http://www.uscis.gov/portal/site/uscis/menuitem.eb1d4c2a3e5b9ac89243c6a7543f6d1a/?vgnextoid=6a0988e60a405110VgnVCM1000004718190aRCRD&vgnextchannel=6a0988e60a405110VgnVCM1000004718190aRCRD>

<https://www.vis-dhs.com/EmployerRegistration/StartPage.aspx?JS=YES>

***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