



Board of Aldermen Request for Action

MEETING DATE: 9/24/2024

DEPARTMENT: Public Works

AGENDA ITEM: Resolution 1402, Award Bid No. 24-15 Residential Snow Removal

REQUESTED BOARD ACTION:

A motion to approve Resolution 1402, authorizing and directing the Mayor to execute an agreement with R & S Lawn Services for residential snow removal in an amount not to exceed \$185 per hour.

SUMMARY:

Proposals for Residential Snow Removal Services, RFP 24-15, were received and opened on August 27, 2024. The work to be completed includes the contractor providing all equipment, fuel and personnel to operate the equipment for snow removal services. The City will provide the deicing materials and services.

The contractor will report with the Street Division and will be dispatched to the identified areas. Primary areas: Harborview, Rollins Landing, Wildflower, and Greyhawke. Secondary areas (alternative): Hills of Shannon, Emerald Ridge & Ashmont. The contractor will solely be responsible for snow removal in these residential areas. This year, neighborhoods were included in the south area of town as an alternative just in case staff is not able to plow that area. With a member of streets retiring this year, this will ensure we have back up services available to provide a ensure response. Staff will continue to review options to improve this operation.

Upon completion, the contractor will notify the Street Division Manager and the area will be inspected before releasing the contractor's personnel. Staff will continue to review options to improve this operation.

The City reached out to local firms and placed the bid proposal on the City's web site.

The City received one proposal for this work:

R&S Lawn Service	\$185 /hour
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Staff recommends proceeding with R&S Lawn Services for the Residential Snow Removal for the 2024-2025 Winter Season.

The Street Division will have a training day to review safety, routes and equipment checks. The contractor will also participate in this training day and meet with the Streets Superintendent.

PREVIOUS ACTION:

- The Board approved resolution 991 awarding Bid No 21-19 Residential Snow Removal to R&S Lawn Services on October 19, 2021
- The Board approved resolution 1095 renewing the agreement for Bid No. 21-19 to R&S Lawn Service for residential snow and ice control services on August 2, 2022.
- The Board approved Resolution 1274, renewing the agreement for Bid No. 21-19 to R&S Lawn Service for residential snow and ice control services on October 3, 2023

POLICY ISSUE:

N/A

FINANCIAL CONSIDERATIONS:

Snow removal expenses are included in the Street Division Maintenance Budget.

ATTACHMENTS:

- | | |
|--|-----------------------------------|
| <input type="checkbox"/> Ordinance | <input type="checkbox"/> Contract |
| <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Plans |
| <input type="checkbox"/> Staff Report | <input type="checkbox"/> Minutes |
| <input checked="" type="checkbox"/> Other: Agreement | |

RESOLUTION 1402

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH R & S LAWN SERVICES FOR RESIDENTIAL SNOW REMOVAL IN AN AMOUNT NOT TO EXCEED \$185 PER HOUR

WHEREAS, the FY2024 Budget and proposed FY25 budget includes funds to provide residential snow removal, and

WHEREAS, staff has conducted a bid process as outlined in the City Purchasing Policy, and

WHEREAS, after review of the bids, staff has made the recommendation to accept the lowest and best bid received as being the most advantageous to the City.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF SMITHVILLE, MISSOURI:

THAT Bid #24-25 is hereby awarded to R&S Lawn Service and the Mayor is authorized and directed to enter an agreement with R&S Lawn Service for snow and ice control services in an amount not to exceed \$185 per hour.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, this 24th day of September 2024.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk



107 W. Main St • Smithville, MO 64089

P: (816) 532-3897

AGREEMENT

RFP# 24-15

Residential Snow Removal

Smithville, MO

2024



107 W. Main St • Smithville, MO 64089

P: (816) 532-3897

RFP #24-15 RESIDENTIAL SNOW REMOVAL

THE CITY OF SMITHVILLE REQUESTS SEALED PROPOSALS FOR THE FOLLOWING OPPORTUNITY:

Sealed Bids for the Residential Snow Removal for the period of November 1st, 2024 to April 1st, 2025 will be received by the City of Smithville, Missouri, at the City Hall at 107 West Main Street, Smithville, MO 64089, until 2:00 PM. local time on August 27, 2024 at which time the Bids received will be publicly opened and read.

The scope of services is set forth in the RFP and attached Exhibit(s).

INSTRUCTIONS TO PROPOSERS:

1. Proposals must be addressed to Mayra Toothman, Asst. to the Public Works Director., 107 W. Main Street, Smithville, Missouri 64089 and be received before 2:00 PM local time on August 27, 2024.
2. Prospective Bidders are encouraged to visit the locations of the proposed work so as to confirm the scope and exact location for this opportunity. Please contact the City Street Division Manager at (816) 532-2080 to set up an appointment, which are available Monday through Friday between the hours of 8:00 A.M. and 3:00 P.M.
2. Pricing and anything pertaining to the RFP should be in a sealed envelope. It is preferred that the PROPOSAL RESPONSE FORM in this RFP be used. The only information we will read at the closing will be the vendors, or proposers who responded. The closing is at 2:00 PM. on the 27th day of August, 2024, at City Hall.
3. Disabled persons wishing to participate in the RFP closing and who require a reasonable accommodation may call the City at (816) 532-3897. A forty-eight-hour notice is required.
4. Any questions regarding this RFP should be directed to Mayra Toothman, Asst. to the Public Works Director.

THE CITY OF SMITHVILLE RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS.

A handwritten signature in blue ink that reads 'Rick A. Welch'.

Rick A. Welch, Director of Finance

Issued: the 9th day of August, 2024

**CITY OF SMITHVILLE REQUEST FOR WRITTEN QUOTATIONS
GENERAL INSTRUCTIONS AND CONDITIONS**

1. Written quotations, subject to the conditions listed below and any special conditions set forth in the attached specific Proposal, will be received by the City of Smithville, 107 W. Main Street, Smithville, Missouri 64089, until the closing.
2. The City reserves the right to accept or reject any and all proposals and/or alternatives and to waive technicalities, and to accept the offer that the City considers to be the most advantageous.
3. Vendors, contractors or proposers should use the forms provided for the purpose of submitting quotes and if applicable should give the unit price, extend totals, and sign the quote as required in each specific instance.
4. If applicable identify the item you will furnish by brand or manufacturer's name and catalog numbers, as applicable. Also furnish all specifications and descriptive literature.
5. Whenever products or materials of any particular producer or manufacturer are mentioned in our specifications, they are intended to be descriptive of type or quality and not restrictive to those particular items mentioned.
6. The City of Smithville is exempt from payment of Missouri Sales and Use Tax in accordance with Section 144.010 et seq. R.S.MO 1969 and is exempt from payment of Federal Excise Taxes in accordance with Title 26 United States Code, Annotated.
7. The delivery date(s) or dates when work will start shall be stated in definite terms, as they will be taken into consideration when making the award.
8. The City reserves the right to cancel all or any part of any order(s) if delivery and/or service is not made, or work is not started as guaranteed.
9. If applicable, prices must be stated in the units of quantity specified, if applicable, in the Proposal and must be firm. Quotes qualified by escalator clauses may not be considered.
10. Any questions regarding this request may be addressed to Mayra Toothman, Assistant to Public Works Director, 107 W. Main Street, Smithville, Missouri 64089, (816) 532-3897.
11. The Contractor must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein Pursuant to 285.530 RSMo.

RFP #24-15 Snow Removal

ARTICLE I GENERAL INFORMATION

1. The Board of Aldermen of the City of Smithville, Missouri ("City") desires to offer residential snow removal opportunities for the City of Smithville, 107 W Main Street, Smithville, MO 64089. The term shall be for November 1st, 2024 to April 1st, 2025 . This agreement will be subject for renewal up 2 additional seasons upon agreement of both parties. The City may enter a contract with multiple providers in order for all routes to be maintained.
2. Scope of Services is described in Exhibit A
3. The term "RFP" means this Request for Proposal; the term "Contractor", "Offeror", "Vendor", "Bidder", or "Proposer" refers to one who submits a proposal in response to the RFP; and the term "Proposal" means the proposal of the Contractor, Offeror, Vendor, Bidder, or Proposer.
4. By submitting a Proposal, the Vendor agrees, if its proposal is accepted, to perform the Service described in this RFP in accordance with the terms and conditions contained herein, at the prices set forth in its Proposal.
5. Note: The Vendor is presumed to accept the RFP requirements. The Vendor must raise any questions regarding the RFP requirements no later than three (3) days prior to the Closing Date. In addition, the Vendor must list and outline, in their Proposal, any exceptions to the RFP requirements and Contract requirements. The timeliness, nature and number of the exceptions taken by the Vendor are among the factors that the City will consider in selecting the successful Vendor.
6. Additional information and/or questions relating to this RFP can be obtained by contacting Mayra Toothman, Asst. to the Public Works Director, 107 W. Main Street, Smithville, Missouri 64089; (816) 1322.

ARTICLE II PROPOSAL INSTRUCTIONS

RFP PROPOSALS - CONTENTS AND SUBMISSION

The City recognizes this type of initiative may vary greatly in scope, approach and deliverables from one firm to another. The City will evaluate the qualifications of prospective firms, proposed scope of services and the value of the proposed work.

The City requests the following items from professional firms to complete and undertake the above referenced services:

1. Name, address, and telephone number of Proposer(s).
2. A completed Proposal Response Form attached to this Request for Proposal.
3. Provide the names and qualifications of personnel who would be directly performing the work. All drivers must possess a valid Missouri Drivers License.
4. Provide the names and references for a minimum of three similar projects. Summaries should include a narrative of the project and associated costs.

INSURANCE

The Contractor shall purchase and maintain, at their expense, insurance of such types, and in such amounts as are specified in this announcement, to protect the City and contractor from claims which may arise out of or result from the contractor's operations under the contract documents, whether such operations be by the contractor or by any subcontractor or for anyone whose acts contractor or any subcontractor may be legally liable. Such insurance shall cover claims for damages because of bodily injury or death to the contractor's employees including claims brought under:

1. Worker's Compensation Laws
2. Disability Benefit Laws
3. Occupational Sickness or Disease Laws
4. Other similar employee benefit laws

Such insurance shall also cover claims for damages because of Personal Injury, bodily injury, sickness, disease or death of any person or persons other than contractor's employees, and claims arising out of destruction of property, including loss of use thereof.

Contractor must also carry liability insurance naming the following as "Additional Named Insured":

1. City of Smithville
107 W. Main Street
Smithville, MO 64089

Failure of the Contractor to maintain proper insurance coverage will not relieve Contractor of any contractual responsibility or obligations. If part of the Service is to be subcontracted, the Contractor shall either cover any and all subcontractors in Contractor's insurance policy or require each subcontractor not so covered, to obtain insurance of same type and with the same limits as

the Contractor is required to carry. Any payment of an insured loss under policies of property insurance, including but not limited to, the insurance required shall be made payable to the City. Certificate of Insurance shall be provided and become effective upon execution of the Contract.

INSURANCE COVERAGE AND LIMITS OF COVERAGE REQUIRED

The Contractor shall purchase and maintain, at their expense, insurance of such types, and in such amounts as are specified in this announcement, to protect the City and contractor from claims which may arise out of or result from the contractor's operations under the contract documents, whether such operations be by the contractor or by any subcontractor or for anyone whose acts contractor or any subcontractor may be legally liable. Such insurance shall cover claims for damages because of Bodily Injury or death to the contractor's employees including claims brought under:

- A. Worker's Compensation Laws
- B. Disability Benefit Laws
- C. Occupational Sickness or Disease Laws
- D. Other similar employee benefit laws

Such insurance shall also cover claims for damages because of Personal Injury, Bodily Injury, Sickness, Disease or Death of any person or persons other than contractor's employees, and claims arising out of destruction of property, including loss of use thereof.

LIABILITY INSURANCE: Contractor's liability insurance must (i) name the City as "Additional Named Insureds"; (ii) all insurance coverage must be written by companies that have an A.M. Best's rating of "A-VII" or better or as specifically approved by the City, and are licensed or approved by the State of Missouri to do business in Missouri; (iii) provide that said insurance shall not be canceled unless thirty (30) days prior written notice shall have been given to City; and (iv) that all such policies provide coverage for as long as the applicable statute of repose. Said policies shall provide primary coverage to the City; when any policy issued to the City is similar or duplicate in coverage, the City's policies shall be excess over Contractor's policies. Said policy or policies, or certificates thereof, shall be delivered to City by Contractor prior to commencement of work.

Failure of the contractor to maintain proper insurance coverage will not relieve contractor of any contractual responsibility or obligations. If part of the Service is to be subcontracted, the contractor shall either cover any and all subcontractors in contractor's insurance policy or require each subcontractor not so covered, to obtain insurance of same type and with the same limits as the contractor is required to carry. Any payment of an insured loss under policies of property insurance, including but not limited to, the insurance required shall be made payable to the City.

INSURANCE COVERAGE AND LIMITS OF COVERAGE REQUIRED ARE:

- A. Worker's Compensation – Statutory
- B. Employer's Liability - \$1,000,000.00 each employee
- C. General Liability - \$1,000,000.00 for each occurrence and not less than \$500,000.00 per person.
- D. Property Damage - \$1,000,000.00 for each occurrence and not less than \$500,000.00 per person.

AFFIDAVIT OF WORK AUTHORIZATION AND DOCUMENTATION

Pursuant to Section 285.530 RSMo., (enclosed in the laws section) the Bidder must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by:

1. Submitting a completed, notarized copy of EXHIBIT 1 AFFIDAVIT OF WORK AUTHORIZATION, and
2. Providing documentation affirming the Bidder's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of the following two pages of the E-Verify Memorandum of Understanding (MOU): 1) a valid, completed copy of the first page identifying the Bidder and 2) a valid copy of the signature page completed and signed by the Bidder, the Social Security Administration, and the Department of Homeland Security – Verification Division.

(It is preferred that the Bid Response use this Form, however, the City reserves the right to accept Bids which provide the necessary information without using this form. Bid Responders must also fill out Exhibit 1.)

RFP # 24-15 RESIDENTIAL SNOW REMOVAL

I, Rick Smith, hereby representing

(Agent Submitting RFP)

R+S Lawn Service Inc., have read and reviewed the attached specifications.

(Firm or Company)

I state the hereby offer meets or exceeds all requirements. Please note that Exhibit 1 and all other required information must be attached.

R+S Lawn Service Inc

Company Name

106 JAMES ST

Address

Smithville MO 64089

City/State/Zip

816-532-4999

Telephone

43-1945718

Tax ID No.

Rick Smith

Authorized Person (Print)

Rick Smith

Signature

President

Title

8-9-2024

Date

info@rslawnsprinkler.com

E-Mail Address

State the name, address and telephone number of not less than three (3) customers for whom the Contractor has performed similar Service within the last two (2) years:

The above said Company shall provide the materials and services clean up, and insurance requested for the goods and services of RFP #24-15 for a cost to the City of Smithville as follows:

Item Description	Bid Price
Hourly Rate	\$185 ⁰⁰

2. Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Further, Affiant saith not.

Rick Smith
[Signature]

Rick Smith
[Printed name]

Affiant Subscribed and sworn to before me this 9th day of August, 2024.

Lisa Ann Day
[Notary Public]

**LISA ANN DAY
NOTARY PUBLIC-NOTARY SEAL
STATE OF MISSOURI
CLAY COUNTY
MY COMMISSION EXPIRES 3/24/2025
COMMISSION # 21633318**

My Commission Expires 3/24/2025

Commissioned in Clay County

Commission # 21633318

PLEASE NOTE:

Acceptable enrollment and participation documentation consists of the following two (2) pages of the E-Verify Memorandum of Understanding:

1. A valid, completed copy of the first page identifying the Contractor; and
2. A valid copy of the signature page completed and signed by the Contractor, and the Department of Homeland Security - Verification Division

EXHIBIT 1

STATE OF MISSOURI)
)
ss COUNTY OF Clay)

AFFIDAVIT

(As required by Section 285.530, Revised Statutes of Missouri) As used in this Affidavit, the following terms shall have the following meanings:

EMPLOYEE:

Any person performing work or service of any kind or character for hire within the State of Missouri.

FEDERAL WORK AUTHORIZATION PROGRAM:

Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

KNOWINGLY:

A person acts knowingly or with knowledge,

- (a) With respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or
- (b) With respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

UNAUTHORIZED ALIEN:

An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3).

BEFORE ME, the undersigned authority, personally appeared Rick Smith, who, being duly sworn, states on his oath or affirmation as follows:

1. My name is Rick Smith and I am currently President of R+S Lawn Service Inc (hereinafter "Contractor"), whose business address is 106 JAMES ST, Smithville MO 64089, and I am authorized to make this Affidavit.
2. I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.
3. Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and the City of Smithville, Missouri.
1. Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

Equipment to be used:

- 1) 2015 F250 with Hinerker 7'6" Snow Plow with Boss VBX8000 Electric Salter. 3 cu yds
- 2) 2016 F250 with Hinerker 7'6" Snowplow with Boss VBX8000 Electric Salter.
- 3) 2022 F350 with Hinerker 7'6" Snowplow ;
- 4) 2022 F35 with Boss 7'6" Snowplow ; salt dog Salter

Snow Removal Method (i.e. plowing, salt spreading) please specify if the City will need to treat the roads with salt:

R+S will plow Roads assigned, then Salt Roads with Supplied Salt on assigned Roads

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. R & S Lawn Service, Inc		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____		<input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>		
	5 Address (number, street, and apt. or suite no.) 106 James St		Requester's name and address (optional)
	6 City, state, and ZIP code Smithville, MO 64089		
	7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number								
or								
Employer identification number								
4	3	-	1	9	4	5	7	1 8

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶ 8-9-2024
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

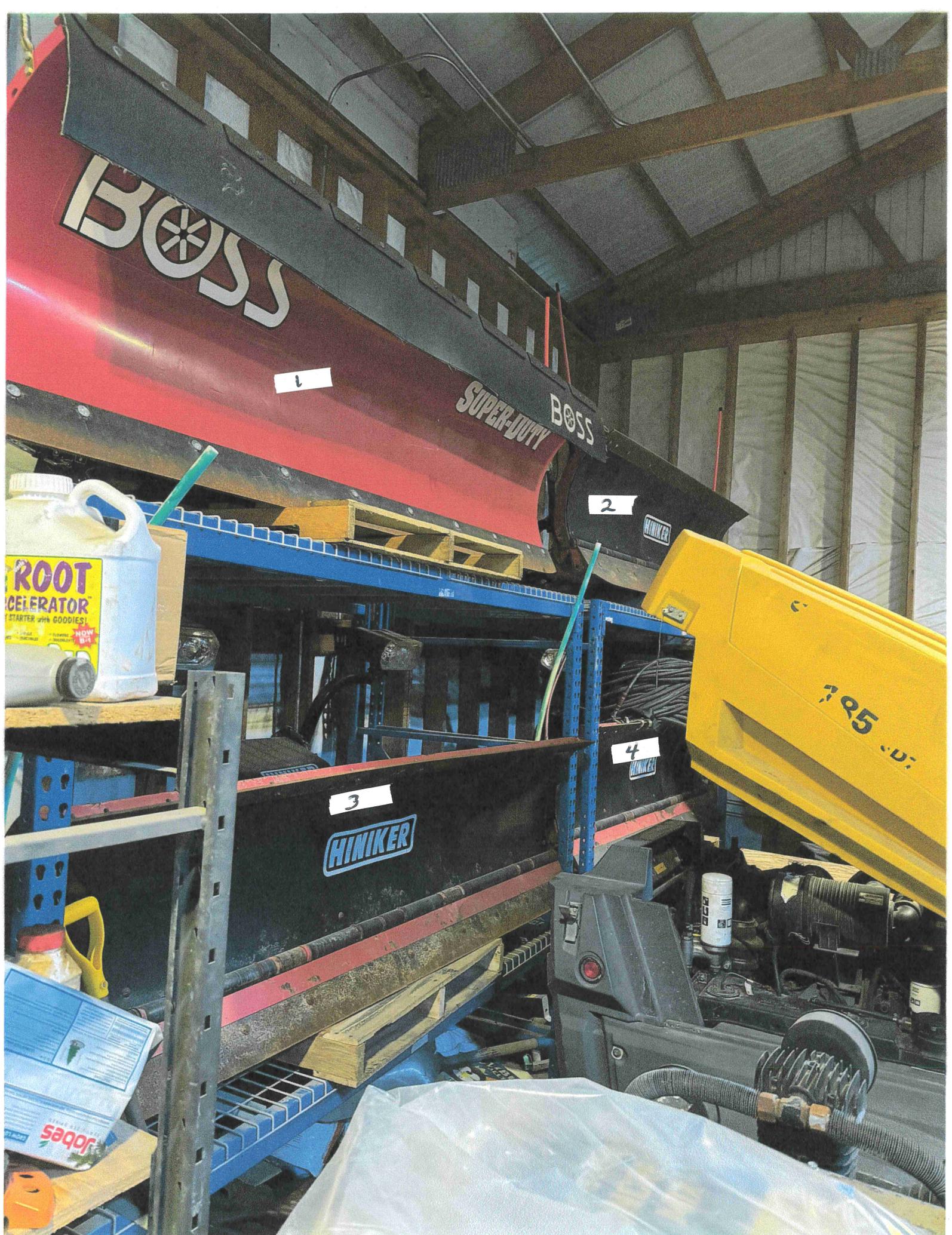
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



BOSS

SUPER-DUTY BOSS

1

2

HINIKER

4

3

HINIKER

785

ROOT
ACCELERATOR

saqr



BOSS VBX 8000

CENT-TECH
6/12V AUTOMATIC
BATTERY CHARGER
ENGINE STARTER

ALIBUR
ICE MELT

WAX

1

2

3

SNOW AND ICE CONTROL AGREEMENT
(Residential "Area" Contractors)

(2024 -2025 Season)

THIS AGREEMENT is made by and between the City of Smithville, Missouri, hereinafter referred to as the "City," and R+S Lawn Service Inc hereinafter referred to as the "Contractor."

WHEREAS, the City desires to provide snow and ice control services on its public rights-of-way in a timely and efficient manner; and

WHEREAS, during times of extended snow fall, the City is in need of additional workers and equipment to supplement its regular work force; and

WHEREAS, it is not cost effective for the City to hire additional employees and purchase additional equipment for seasonal work; and

WHEREAS, the City desires to contract for snow and ice control services, herein referred to as "Services" from private independent contractors; and

WHEREAS, the Contractor represents that it is willing, able and has the necessary expertise to provide the Services to the City; and

WHEREAS, the parties desire to enter into an agreement to establish the terms and conditions under which said Services will be provided by the Contractor to the City. NOW, THEREFORE, in consideration of the covenants contained herein, the City and the Contractor agree as follows:

I. SCOPE OF SERVICES

- A. Contractor shall provide and shall utilize in the performance of this Agreement, all equipment necessary to provide the services as specified in Exhibit A, a copy of which is attached hereto and incorporated by reference herein.
- B. Contractor shall provide the Services as outlined in Exhibit A to the City's full satisfaction.

II. COMPENSATION

The City agrees to pay the Contractor as compensation for the Services as specified in Exhibit B, a copy of which is attached hereto and incorporated by reference herein.

AGREEMENT

III. AGREEMENT TERM

The Agreement term shall be in force and effect from and after November 1, 2024 through April 1, 2025. The agreement shall be annually renewable by mutual agreement between the Contractor and the City for up to two (2) additional years. Notwithstanding the foregoing, the Agreement may be terminated by either party for any reason upon thirty (30) days written notice to the other party of such termination. If, however, the Contractor fails to comply with any condition of this Agreement, the City may terminate this Agreement immediately upon written notice to the Contractor. If the Agreement is terminated by the City, the Contractor shall be entitled to payment for the work satisfactorily performed up to the effective date of termination. In no event will the Contractor be entitled to anticipated profits or consequential damages.

IV. INDEPENDENT CONTRACTOR

The Contractor is an independent contractor and as such is not an agent or employee of the City.

V. SUBCONTRACTING OR ASSIGNMENT OF SERVICES

The Contractor shall not subcontract or assign any of the Services to be performed under this Agreement without the written consent of the City. If the City determines that an unauthorized subcontractor is being used, then that subcontractor will be instructed to immediately cease operations and the Contractor will not be paid for that time.

VI. INSURANCE

A. In General:

The Contractor shall secure and maintain, throughout the duration of this Agreement, insurance (on an occurrence basis unless otherwise agreed to) of such types and in at least such amounts as required herein and as may be necessary to protect the Contractor against all hazards or risks of loss, whether such hazards or risks be generated by the Contractor or any of its agents. **The Contractor shall provide certificates of insurance and renewals thereof naming the City as an additional insured for the automobile liability, on forms approved by the City.** The Contractor or its insurer shall endeavor to notify the City at least thirty (30) days prior to material modification or cancellation of any policy listed on the certificate.

B. Requirements:

INSURANCE:

The Contractor shall purchase and maintain, at his expense, insurance of such types, and in such amounts as are specified in this announcement, to protect the City and contractor from claims which may arise out of or result from the contractor's operations under the contract documents, whether such

operations be by the contractor or by any subcontractor or for anyone whose acts contractor or any subcontractor may be legally liable. Such insurance shall cover claims for damages because of Bodily Injury or death to the contractor's employees including claims brought under:

- A. Worker's Compensation Laws
- B. Disability Benefit Laws
- C. Occupational Sickness or Disease Laws
- D. Other similar employee benefit laws

Such insurance shall also cover claims for damages because of Personal Injury, Bodily Injury, Sickness, Disease or Death of any person or persons other than contractor's employees, and claims arising out of destruction of property, including loss of use thereof.

LIABILITY INSURANCE: Contractor's liability insurance must (i) name the City as "Additional Named Insureds"; (ii) all insurance coverage must be written by companies that have an A.M. Best's rating of "A-VII" or better or as specifically approved by the City, and are licensed or approved by the State of Missouri to do business in Missouri; (iii) provide that said insurance shall not be canceled unless thirty (30) days prior written notice shall have been given to City; and (iv) that all such policies provide coverage for as long as the applicable statute of repose. Said policies shall provide primary coverage to the City; when any policy issued to the City is similar or duplicate in coverage, the City's policies shall be excess over Contractor's policies. Said policy or policies, or certificates thereof, shall be delivered to City by Contractor prior to commencement of work.

Failure of the contractor to maintain proper insurance coverage will not relieve contractor of any contractual responsibility or obligations. If part of the Service is to be subcontracted, the contractor shall either cover any and all subcontractors in contractor's insurance policy or require each subcontractor not so covered, to obtain insurance of same type and with the same limits as the contractor is required to carry. Any payment of an insured loss under policies of property insurance, including but not limited to, the insurance required shall be made payable to the City.

INSURANCE COVERAGE AND LIMITS OF COVERAGE REQUIRED ARE:

- A. Worker's Compensation – Statutory
- B. Employer's Liability - \$1,000,000
- C. General Liability - \$1,000,000 for each occurrence and not less than \$500,000.00 per person
- D. Property damage - \$1,000,000 for each occurrence and not less than \$500,000.00 per person

Note: The previous section on Workers' Compensation is not applicable to individual contractors. This Section applies only to Contractors who have employees working for them in order to perform the Services. See Exhibit C.

C. Industry Ratings:

The City will only accept coverage from an insurance carrier who offers proof that it:

1. Is authorized to do business in the State of Missouri.
2. Carries a Best's policyholder rating of A- or better; and
3. Carries at least a Class VIII financial rating; or
4. Is a company mutually agreed upon by the City and the Contractor.

VI. INDEMNITY

a. Definition

For purposes of indemnification requirements, the term "Loss" shall have the meaning set forth as follows:

"Loss means any and all loss, damage, liability or expense, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including attorney's fees and the cost of defense), in connection with any action, proceeding, demand or claim for injury, including death, to any person or persons or damages to or loss of, or loss of the use of, property of any person, firm or corporation, including the parties hereto, which arise out of or are connected with, or are claimed to arise out of or be connected with, the performance of this Agreement whether arising before or after the completion of the work required hereunder.

b. Indemnity

For purposes of this Agreement, Contractor hereby agrees to indemnify, defend and hold harmless the City, its employees and agents from any and all Loss where Loss is caused or incurred or alleged to be caused or incurred in whole or in part as a result of the negligence or other actionable fault of the Contractor, its affiliates, subsidiaries, employees or agents.

It is agreed as a specific element of consideration of this Agreement that this indemnity shall apply notwithstanding the joint, concurring or contributory or comparative fault or negligence of the City or any third party and, further notwithstanding any theory of law including, but not limited to, a characterization of the City's or any third party's joint, concurring or contributory or comparative fault or negligence as either passive or active in nature; provided, however, that the Contractor's obligation hereunder shall not include amounts attributable to the fault or negligence of the City or any third party for whom the Contractor is not responsible.

In the case of any claims against the City, its employees or agents indemnified

under this Agreement, by an employee of the Contractor, its affiliates, subsidiaries, the indemnification obligation contained in this Agreement shall not be limited by any limitation on amount or type of damages, compensation or benefits payable by or for the Contractor, its affiliates or subsidiaries, under workers' compensation acts, disability benefit acts, or other employee benefit acts.

c. In the event of a claim of Loss or damage by a citizen or other private or public entity allegedly due to the actions of the Contractor, the City will forward that claim to the Contractor who will respond promptly to both the City and the claimant as to determination and resolution. Should the City undertake to make repairs or restitution for Loss conclusively caused by a Contractor, the City will hold any further payments for Services due the Contractor until said issue is resolved.

VII. NON-DISCRIMINATION/OTHER LAWS

A. The Contractor agrees that:

1. The Contractor shall observe the provisions of the Missouri Human Rights Act and shall not discriminate against any person in the performance of work under this Agreement because of race, religion, color, sex, disability, national origin, ancestry or age.
2. In all solicitations or advertisements for employees, the Contractor shall include the phrase, "equal opportunity employer," or an equivalent phrase.
3. If the Contractor fails to comply with the manner in which the Contractor reports to the Commission in accordance with the provisions of RSMo 213 and amendments thereto, the Contractor shall be deemed to have breached this Agreement and it may be cancelled, terminated or suspended, in whole or in part, by the City;
4. If the Contractor is found guilty of a violation of the Missouri Human Rights Act under a decision or order of the Commission which has become final, the Contractor shall be deemed to have breached the present Agreement and it may be cancelled, terminated or suspended, in whole or in part, by the City; and
5. The Contractor shall include the provisions of subsections 1 through 4 in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

B. The Contractor further agrees that the Contractor shall abide by the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) as well as all other federal, state and local laws, ordinances and regulations applicable to this project and to furnish any certification required by any federal, state or local

governmental agency in connection therewith.

VIII. AFFIDAVIT OF WORK AUTHORIZATION AND DOCUMENTATION

Pursuant to Section 285.530 RSMo., the Bidder must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by:

1. Submitting a completed, notarized copy of EXHIBIT 1 AFFIDAVIT OF WORK AUTHORIZATION, and
2. Providing documentation affirming the Bidder's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of the following two pages of the E-Verify Memorandum of Understanding (MOU): 1) a valid, completed copy of the first page identifying the Bidder and 2) a valid copy of the signature page completed and signed by the Bidder, the Social Security Administration, and the Department of Homeland Security – Verification Division.

IX. BUSINESS LICENSES

Every person, firm or corporation who shall maintain, operate or conduct any of the businesses or trades listed in Section 610.130 or exercise any of the privileges specified in this Section shall obtain a license to do so and pay the license fee or tax prescribed in Section 610.130.

X. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to and accepted by both parties to this Agreement.

XI. APPLICABILITY

This Agreement is entered into under and pursuant and is to be construed and enforceable in accordance with, the laws of the State of Missouri. In the event of any litigation arising hereunder, venue shall be properly laid only in the State Circuit Court for Clay County, Missouri.

The City shall not be obligated for any amounts in excess of the contract and/or RFP response (bid) unless approved in advance by the City in writing.

The Contract is binding upon the parties, their partners, heirs, successors, assigns and legal representatives.

The Contractor and its subcontractors are independent contractors and are not the employees or agents of the City. Neither the Contractor nor any of its subcontractors shall represent to any person, firm, or corporation that it is an employee or agent of the City and neither shall have the right, authority or power to make or assume any obligation of any kind on behalf of the City or to bind the City in any manner.

The Contractor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this Contract, or any resultant agreement or its rights, title, or interest therein, or its power to execute such agreement, to any other person, company, or corporation, without the previous written approval of the City.

If provided, the Contractor shall return all keys, code cards, unused supplies, other project-related materials, and any other City property to the City upon completion of the contract.

Any contract let in response to this RFP shall be deemed to incorporate all applicable Missouri Laws and regulations, including but not limited to those set forth in the Laws Section of this RFP.

XII. SEVERABILITY CLAUSE

Should any provision of this Agreement be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this Agreement shall be unaffected thereby and shall continue to be valid and enforceable.

XIII. EXECUTION OF AGREEMENT

The parties hereto have caused this Agreement to be executed this _____ day of _____, 2024

CITY OF SMITHVILLE, MO

Contractor:

Damian Boley, Mayor

Authorized Representative

Attest:

Title

Linda Drummond, City Clerk

(If the Agreement is not executed by the president of the corporation or general partner of the partnership, please provide documentation which authorizes the signatory to bind

the corporation or partnership.)

EXHIBIT A

SCOPE OF SERVICES *(Residential "Area" Contractors)*

2024-2025 SEASON

Pursuant to the terms and conditions of this Agreement, Contractor is to provide equipment and personnel to safely provide Services specified herein. Drivers of provided equipment are referred to herein as the "Operator" or "Operators." Contractor shall ensure that all Operators comply with the provisions of this Agreement and the Exhibits hereto. Operators are employees of the Contractor and as such the Contractor has ultimate responsibility for managing their employees both supervisory and otherwise.

EQUIPMENT: Contractor shall provide motorized equipment capable of efficiently and effectively clearing snow of depths more than two (2) inches from assigned paved street surfaces. Provided equipment must be outfitted with the following equipment:

- Front mounted plow
- Auxiliary work lights sufficient for aiding in the night-time operation of the plow and any attached equipment.
- Conspicuous safety lighting that is visible from at least 200 feet away from the vehicle and from all sides of the vehicle, (right/left/front/back). Lighting, shall at minimum, consist of a flashing amber strobe light affixed to the top of the vehicle.

Contractor will provide a list of the equipment to be used including make, model, color, year, and license number. The Contractor will immediately notify the City of any changes or substitutions to the equipment being provided.

Contractor and its Operators performing work under this Agreement shall adhere to all applicable federal, state, and local laws to include but not limited to DOT regulations for commercial trucks and drivers. Additionally, each Operator will be required to produce a valid commercial driver's license. The City of Smithville reserves the right to spot check each Operator's credentials periodically throughout the contract period. Vehicles must be properly registered and licensed, in good operational condition and well-maintained.

All vehicles and equipment to be used to perform work for the City shall be approved prior to performing any work, including any substitute equipment. If at any time during the work period the City has determined that the Contractor's equipment is performing inadequately or found to have not been approved for use, the City may require the

Contractor to cease working. No further payment for Services will be authorized from the time notice to cease working has been given, either verbally to the Operator or in written form to the Contractor.

All vehicles and equipment to be used to perform work for the City shall be presented to the City for inspection no later than November 15, 2024. The inspection will verify that the vehicle and equipment covered by this Agreement meets the City's minimum standards for performing functional snow and ice control including; checking plows, plow lights, warning lights, spreaders and other equipment specific to the snow removal / plowing function. The inspection in no way relieves the Contractor of any obligations or liabilities as may be established through other competent jurisdictions or regulatory agencies, or Contractor's duty to keep all vehicles and equipment in good and safe working order.

Contractor is responsible for all operating supplies such as fuel, equipment parts, maintenance fluids and/or service and repair work. City facilities will not be available to purchase fuel nor for long term storage of the Contractor's equipment. Temporary, short term parking for minor adjustments and/or repairs will be allowed during an assigned work period.

The City will provide the Contractor, at its facilities, snow and ice control chemicals (such as salt, sand or salt/sand mix).

All unused materials are to be off-loaded at City facility when Contractor is released from work. Use of City-supplied materials other than as instructed or directed is not permitted.

PERSONNEL: Contractor shall provide competent and capable Operators for each vehicle; Operators will possess a valid commercial driver's licenses.

Each Operator employed by the Contractor and who will provide Services to the City is required to attend a pre-season training class. The training class will be conducted by the City on a date and time to be determined. Any Operator unable to attend the required pre-season meeting may, pursuant to approval by the City, and pursuant to the City receiving advance notice, attend an alternate date as may be available. No Operator shall be allowed to provide Services on behalf of the Contractor who has not attended the required training class.

Each Operator employed by the Contractor and who will provide Services to the City must be capable of clearly communicating with City personnel, including direct person to person dialogue, and through the use of a Contractor supplied mobile phone device. Each Operator should be familiar with the City's street system and be able to read and follow map directions. Each Operator must additionally be able to follow both written and spoken instructions.

The Contractor and their Operator must, at all times, while conducting work for the City,

act in a courteous manner when interacting with the general public. Problems or issues that arise during interactions with the public shall be immediately forwarded to the City through the assigned contact.

While the Contractor and/or their Operator are actively performing work for the City, they may only perform the work assigned under this Agreement. The Contractor and/or their Operator will not perform work for, or solicit work from, private property owners while actively performing assigned work.

The Contractor is required to continuously and reliably provide the Services they have been hired to perform until all assigned work has been completed and they have been released or unless otherwise directed by the City. Work breaks or other work stoppages shall not be counted as hours worked and shall be at the Contractor's expense. Operators shall inform their assigned Street Division Manager of any stoppages in their work, such as work breaks and/or breakdowns of their equipment.

The Contractor is responsible for ensuring the safety of each Operator including but not limited to ensuring that all Operators are capable of safely performing the work under this Agreement. No Operator shall operate equipment to perform assigned work or provide any Services to the City for any length of time beyond his/her ability to do so safely. Under no circumstances shall an Operator while performing assigned work for the City work more than sixteen (16) continuous hours without a minimum eight (8) hours rest period. The Contractor shall monitor the hours worked by each Operator in his/her employment and provide substitute Operators as needed.

The City reserves the right to direct a Contractor and/or an Operator to immediately cease operation if they are found to be performing in an unsafe or unsatisfactory manner or otherwise performing in a manner not in conformance to federal, state, or local laws and ordinances. This reservation of rights shall in no way impact the Contractor's obligations or liabilities under this Agreement.

COMMUNICATION AND NOTIFICATION: Contractor shall provide a mobile phone number for each Operator which the City can use to remotely contact the Operator for the duration of this Agreement. When a Contractor provides a mobile phone number that represents a personal item of the Operator, the Contractor shall secure agreement from the Operator to receive notifications and/or use it to communicate with the City during the length of this Agreement. This will be the primary means by which the City will notify the Operator to report for duty. It will be the responsibility of the Operator to inform the City representative of any problem in receiving periodic, scheduled test pages/notifications. The City will send a message to the provided cell phone number and the Operator must call the phone number on the message within thirty (30) minutes to confirm. The Operator shall report to their assigned Public Works Facility and check in with Street Division Manager within one (1) hour from the time of being paged/notified.

The mobile phone number provided to the City shall be used as primary communication to the City. This means of communication shall remain available and operational from

time of text notification until released from duty. While on duty, Operators assigned to routes must maintain an active mobile phone. Mobile phone numbers shall be consistent to the assigned snow route area thru the duration of the agreement.

Operator is to notify the City Street Manager when they start their assigned snow route. Thereafter, the Operator will report by cell phone as each segment is completed, or when going back to the Public Works facility for additional material, or if any problem occurs such as a breakdown, obstructed roadway, excessive snow/ice, etc. that will cause significant delay. Any accident or damage claim by a citizen must be immediately reported as well. Each Operator shall report when stopping for rest/fueling breaks.

City inspectors or snow operations supervisors will be periodically checking street conditions and may need to meet with an Operator in the field. The Operator is to follow the instructions of that inspector or supervisor. If any question arises, then the Operator should contact the City Street Division Manager by cell phone to discuss resolution of the question. The parties acknowledge that the Contractor and its Operators are independent contractors and that they are not agents or employees of the City. Nothing contained in this provision should be construed.

Upon completing the assigned snow route, the Operator will notify the City Street Division Manager who will either assign additional work or instruct the Operator to return to the Public Works facility. Upon completing all assigned work, Operator will return to the Public Works facility and empty their equipment's material spreader, at which time the Operator will log out and be released.

OPERATIONS: Pursuant to the requirements set forth under Personnel, each Operator is required to attend pre-season training. The date, time and place for the required training will be determined by the City and communicated to the Contractor either verbally or in writing. New Operators brought in during the snow season, must be trained and their eligibility to perform the work approved by City Staff before being assigned to work.

In all situations, the Operator must remain available after completing each assigned route until released by the City. The standard of performance is that the snow and ice be cleared from the pavement to a degree consistent with that of the adjoining residential or collector streets as determined by City supervisors.

Operator shall plow snow from City streets and cul-de-sacs at locations to be designated by the City of Smithville Public Works Maintenance Division. Operator will be issued a map or their assigned route. Contractor Operators are to follow assigned route(s) in the designated sequence shown on the maps unless otherwise instructed by the City Street Division Manager.

It is recommended that the Operator become familiar with the assigned route, special conditions, patterns of plowing and sequence order prior to first snowstorm.

Supervision: Contractor shall provide necessary and adequate supervision and ensure

that all de-icing/anti-icing is performed in the assigned area completely and to the City's satisfaction.

Contractor shall provide supervision/quality assurance for all assigned snow Operators operating their trucks. To include but not limited to the following:

1. When Operators are assigned to plow curb to curb this shall mean plowing snow such that a clear path exists on the street pavement to within two (2) feet of the back of curb. This excludes those areas where cars are parked along the curb edge, whereas in those cases the clear path can be extended to include two (2) feet from the parked car.
2. All materials shall be spread evenly to extend to the face of each curb. The spread rate will be as assigned by the shift supervisor and the truck shall be set in conformance with the calibration charts created in the pre-season calibration.
3. All streets within the area will be completed as assigned.
4. If assigned by the shift supervisor, all cul-de-sacs will be plowed with one pass in and one out to include two reverse passes around the bulb moving the snow to the middle.
5. At no time during plowing operations will the plow tires/skids/supports maintain blade clearance greater than one (1) inch.

EXHIBIT B

COMPENSATION

(Residential ""Area" Contractors)

2024-2025 SEASON

Hours Worked: Contractor will be compensated for each qualified Operator and approved equipment supplied at the rate of \$ 185⁰⁰ per hour worked for each fully equipped truck.

Operators and trucks are to respond and be ready to work when requested and arrive at the designated Public Works facility within the show up time specified. Travel to and from the designated Public Works facility prior to report-in and after check-out is not compensable; however, once the Operator has reported to work, time spent in direct transit to their assigned plowing route is compensable as are all hours worked traveling to and from other plowing routes that may be assigned during the work period.

Compensation for Services shall begin when the Operator checks in at the Public Works facility at the indicated report-in time and shall end when Contractor returns to Public Works facility for check-out and is released from duty. Down time (i.e. equipment breakdown, sleep periods, etc.), will not be compensated and will be counted against the Contractor meeting its performance obligations, except for designated work breaks meeting the performance standard of no more than thirty (30) minutes every four (4) hours.

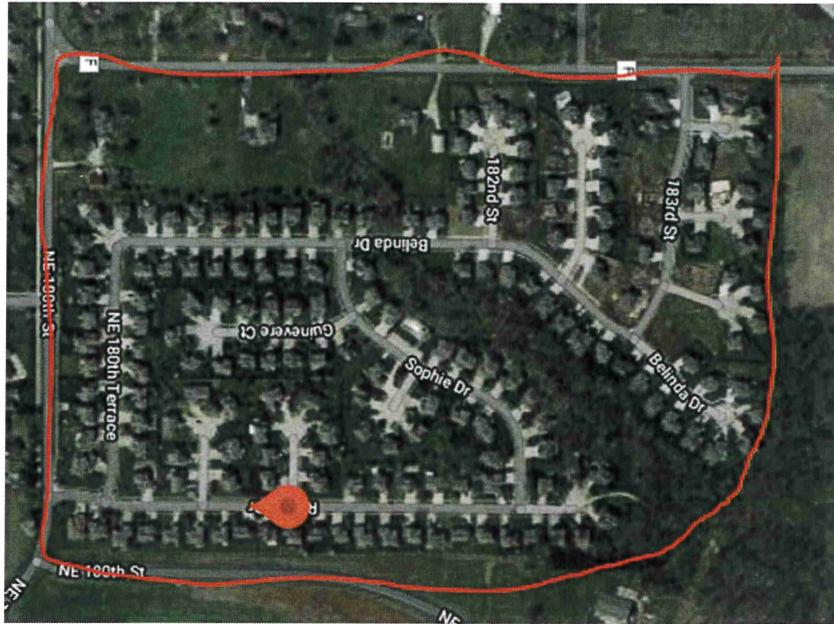
Invoicing: The Contractor will submit an invoice by the fifteenth (15th) of each month for Services rendered. Invoices submitted after the fifteenth will be paid the following month. The invoice must indicate what dates and hours were worked for each route less any time as noted above for non-compensable periods. Time submitted will be rounded up or down to the nearest quarter hour.

The Contractor will submit a final invoice after April 1, 2025, for all remaining compensation due to the Contractor.

Payment on invoices is made in accordance with standard City policies and procedures. Contractors should expect payment in no less than thirty (30) days after invoice acceptance date.

Primary areas: These areas are the top priority and must be serviced in all snow events as per the contract terms.

Snow Route 1 - Rollins Landing



Snow Route 2 – Harborview



Snow Route 3 - Wildflower



Snow Route 4 - Greyhawke



Secondary Areas: Hills of Shannon, Emerald Ridge & Ashmont

These areas may require snow removal services depending on the specific conditions and available capacity. The City will coordinate with the contractor to determine if the contractor or city streets crew will accommodate snow removal in these areas for each snow event.

Snow Route 5 - Hills of Shannon



Snow Route 6 & 7 – Emerald Ridge & Ashmont

