



Platte County, Missouri

General Specification for PARK AND TRAIL MOWING SERVICES

located on Platte County Parks & Recreation Department Properties

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PLATTE COUNTY COMMISSION

RON SCHIEBER
PRESIDING COMMISSIONER

DAGMAR WOOD
1ST DISTRICT COMMISSIONER

JOE VANOVER
2ND DISTRICT COMMISSIONER

ATTTEST A TRUE COPY
NANCY ARMSTRONG
CLERK OF PLATTE COUNTY COMMISSION

RESOLUTION: 2022 – RES- 011

Department: Parks & Recreation Prepared by: Patrick Clark

Resolution Title: Request for Bids- Parks and Trails Mowing Services

Description / Background / Rationale:

The Platte County Commission is seeking bids for parks and trail mowing services located in Platte County for approximately 105.45 acres of Platte County Parks and Recreation Department properties including Platte Ridge Park, Prairie Creek Greenway, Barry Platte Park, Southern Platte Pass, Green Hills of Platte Wildlife Preserve and Michael Gunn Park @ Platte Meadows.

SEALED BIDS, so marked, shall be addressed to Nancy Armstrong, Platte County Clerk, Platte County Administration Building, 415 Third St, Suite 116, Platte City, MO 64079. SEALED BIDS must be prominently marked on the outside of the sealed envelope: "Park and Trail Mowing" and include the bid opening date. Each bidder shall enclose TWO copies of the proposal. Bids will be received no later than Tuesday March 22, 2022 at 9:00 AM after which bids will be publicly opened and read. A pre-bid meeting will be held Monday March 14, 2022 at 10:00 AM. at the Platte County Park's Maintenance Facility located at Platte Ridge Park 17130 Hwy 371, Platte City, MO 64079.

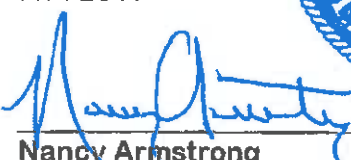
The County Commission reserves the right to reject any and all bids, to waive any informalities, and accept the best submitted bid in the sole discretion of the County.

APPROVED BY THE COUNTY COMMISSION OF PLATTE COUNTY, MISSOURI, ON

THIS 7th DAY OF March, 2022.



ATTEST:


Nancy Armstrong
County Clerk


Ron Schieber
Presiding Commissioner


Dagmar Wood
1st District Commissioner


Joe Vanover
2nd District Commissioner

Part 2 - General Specification
PARK AND TRAIL MOWING SERVICES

1.1 SCOPE OF WORK

- A. The work shall consist of the mowing of park and trail areas located in Platte County Parks and Recreation Department properties in Platte County, Missouri, as designated by street address and/or attached Exhibits. Successful Bidder shall furnish all labor, materials, equipment, tools, transportation and supplies required to complete the park and trail mowing services in accordance with the terms of the Contract and governing local, state, and federal laws.

1.2 DEFINITIONS

- A. Parks and Trails: Property owned by Platte County Parks and Recreation Department.
- B. Mowing Services: This includes the mowing and line trimming of grass in the park and trail properties identified in the attached exhibits. It also includes all other activities related to this service that are identified in the Scope of Services.

1.3 SUBMITTALS

- A. Contents of Proposal: Prospective bidders will submit requested information on Bid Form and supportive documentation as requested herein. A contract will be awarded on the basis of the lowest and best bid. The County reserves the right to refuse any and all bids. All areas within a mowing zone must be bid upon or the bid will be refused.

Bidder Qualifications: Prospective bidders will submit their qualifications to perform and complete the requested services. Each Bidder shall submit for that purpose, a Statement of the Bidder's Qualification, experience in performing and completing the type of work embraced herein, the organization and equipment available for the work contemplated and/or itemization of equipment and personnel available. The County of Platte shall have the right to take such steps as it deems necessary to determine the responsibility and ability of the Bidder to perform project obligations and Bidder shall furnish all such information and data for this purpose as requested.

1.4 QUALITY ASSURANCE

- A. Authority: It is understood and agreed by and between the parties of the Contract that the work is to be done to the satisfaction of the County. Representatives of the County shall, at all times, have access to and be permitted to observe and review all work, materials, equipment, and records pertaining to the site and the Contract.
- B. Site Supervision: The Contractor, or their authorized supervisor, shall be continually present in person at the site while work is in progress. The site shall be left in a secure manner as to limit unauthorized access during all times during the execution of the Contract.
- C. Site Protection: The Contractor shall not damage sidewalks, streets, curbs, pavements, utilities, or any property on the site. Contractor shall repair or replace, at their own expense and in a manner satisfactory to the County, any damage thereto caused by their operations.

The Contractor will take all necessary precautions to avoid injuring park patrons while performing the services of this agreement. This may require the Contractor to not perform said service in proximity to patrons on the property.

1.5 EXAMINATION

A. By submission of a Bid Proposal the Bidder represents that they have carefully examined the sites of the proposed park and trail mowing services, are fully acquainted with the existing conditions relating to the park and trail mowing services, that they are fully informed concerning the requirements of the Contract, and physical conditions present at the site, of all legal requirements governing execution of the park and trail mowing services, and are familiar with all utilities located on the site. The Contractor will not be relieved of any obligation under the contract or be entitled to additional compensation due to their failure to receive or examine any form or legal instrument or to visit the site and inspect the conditions finds that conditions require methods or equipment other than those anticipated in submitting the bid. The Contractor may contact Pat Clark (816-858-3419) at Platte County Parks and Recreation to schedule a site visit.

1.6 PREPARATION

A. Site Access and Temporary Controls: Prepare park and trail mowing operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent facilities.

1. Provide protection to ensure safe passage of people around park and trail mowing activities.

1.7 PARK AND TRAIL MOWING, GENERAL

A. General: Park and trail mowing within limitations of governing regulations and as follows:

Mowing Specifications

Contractor shall remove all trash and litter from mowing areas prior to any mowing of turf areas.

Playground and Shelter areas shall not be mowed during high traffic times. Contractor shall make every effort to avoid mowing these areas on weekends.

All mowing equipment shall be equipped with sharp blades so as not to tear, but cleanly cut, the grass blades.

Areas shall be mowed with the type of equipment specified for each park and trail location. Certain mowing areas (as specified for each location) shall not exceed 35 horsepower mowing equipment. This is to avoid rutting the ground in manicured locations.

Grass shall be mowed and line trimmed at the frequency or cycles (number of days or weeks) specified for each park and trail location.

Grass shall be mowed at the height specified for each park and trail location.

Special care shall be given to trimming around all trees and fences so as not to inflict damage to the bark of trees nor inflict damage to tree watering systems(i.e.: Treegator slow release watering bag.) or to the base of fence posts.

Upon completion, a mowed area shall be free of clumped grass and tire tracks or ruts from the mowing equipment.

Turf shall be cut in a professional manner so as not to scalp turf or leave areas of uncut grass.

Care shall be taken to prevent discharge of grass clippings onto walking, playground surfaces and parking lots. All such areas shall be blown clear upon completion of mowing and trimming prior to proceeding with mowing of other areas.

In the event that an area is not mowed as specified, the contractor agrees to correct the error within 24 hours notice from the Platte County Parks and Recreation Department.

Failure to correct noted deficiencies shall result in withholding payment for work not performed or cancellation of contract.

If or when the contractor is notified by Platte County Parks & Recreation to not mow a specific area that area shall not be mowed nor shall the Platte County Parks & Recreation be charged for that specific area.

Mowing activities shall be postponed on days with a Red Ozone Alert.

Invoices must contain the date mowed, location mowed (Zone, Park and/or Trail) and the Area mowed. (Area A, Area B etc.)

Zone 1 (36.32 acres)

Platte Ridge Park (Exhibit B)

17130 MO Highway 371

Platte City, MO 64079

(Approximately 20.29 acres total mowing area)

Mowing Areas (See Attached Exhibit)

Area A - Pond/Shelter Area (4.45 Acres)

Area B - Common Areas (15.84 Acres)

Trash must be removed from the area prior to mowing, especially along 371 Hwy where it accumulates quickly.

Mowing Cycles

Contractor shall mow Area "A" approximately one (1) time every seven (7) days, or on an as needed basis not to exceed twenty six (26) cycles.

Contractor shall mow Area "B" approximately one (1) time every two (2) weeks, or on an as needed basis not to exceed fourteen (14) cycles.

Mowing Width Along Roadways Within the Park

All Park Roadways connecting parking lots and other areas of the park unless designated by a mowing area map shall be mowed to a width of 10' (feet) from the edge of the roadway. This includes areas that have round rail fencing next to the roadway. The fencing shall then be lined trimmed during each mowing cycle. (There is approximate 100' area adjacent to the playground parking lot that requires 20' width)

Mowing Height

All grass located in Areas "A" and "B" shall be cut at a height of approximately three (3) inches or an agreed upon height.

Trim Work with Line Trimmer

During every mowing of Areas "A" and "B" all areas will be line trimmed. All trimming in Areas "A" and "B" shall be accomplished maintaining the required three (3) inches cutting height. Special care shall be given to trimming around all trees so as not to inflict damage to the bark of trees nor inflict damage to tree watering systems, (i.e.: Treegator slow release watering bag.)

There are many areas of the park that will require trimming/mowing large areas by hand due to rocks or steep embankments that will not be accessible by a conventional mower.

Specifically the 371 Hwy ditch along the entire frontage will require this action upon each mowing cycle.

Mowing Equipment

Areas "A" and "B" shall be mowed with rider/standing or push mowers only.

Prairie Creek Greenway (Exhibit C1, C2 & C3)
12315 Hwy N
Platte City, MO 64079
(Approximately 16.93 acres, alternate not included.)

Mowing Areas (See Attached Exhibit)

Area A - Trailheads/Trail (12.33 acres) Mandatory Mow
Area B – Running Horse Rd. (4.60 acres) Mow if/when necessary
Area C – Summit Way Alternate (2.59 acres)

Trash must be removed from the area prior to mowing.

Mowing Cycles

Contractor shall mow Area "A" approximately one (1) time every two (2) weeks, or on an as needed basis not to exceed fourteen (14) cycles.

Area "B" shall be mowed approximately one (1) time every two (2) weeks, or on an as needed basis not to exceed fourteen (14) cycles **if/when area has not been mowed/maintained by other persons. This area must be checked during each mowing cycle and if it continues to be maintained by others then the area shall not be mowed and the Park's Department shall not be billed for this area.**

Area "C" at this time is not maintained by Platte County Parks. The area is being bid in the instance that Platte County Parks would need to begin to maintain this area. This area will be on the same cycle as Area "B" should the need arise.

Mowing Height

All grass in all areas shall be cut at a height of approximately three (3) inches.

Mowing Width

Generally, the paved trail shall be mowed ten foot (10') from each edge of the trail. *There are some areas that this may not be possible, due to obstructions (trees, retaining walls)

Along Running Horse Road between 123rd St. (South End) and where the trail ends north of 133rd, (North End) shall be mowed 10 feet wide from the east edge of the paved trail and shall be mowed to the roadway/curb on the west side of the trail.

Trim Work with Line Trimmer

During every mowing, the areas around the parking lots, signs and bridges shall be trimmed. **The outside/trailside of the following white vinyl fencing shall be trimmed upon each mowing: Johnson property fence (136th St. & N Hwy), Babcock property fence (N Hwy & 136th, and along north side of trail at Copper Ridge Subdivision) and the Collins property along Running Horse Road.** All trimming shall be accomplished maintaining the required three (3) inches cutting height. Special care shall be given to trimming around all trees and fences so as not to inflict damage especially to the bark of trees nor inflict damage to tree watering systems, i.e.: Treegator slow release watering bag.

Mowing Equipment

All areas shall be mowed with rider or push mowers only.

Zone 2 (28.23 acres)

Barry-Platte Park (Exhibit D)

8526 N Old Stagecoach Road Kansas City, MO 64154
(Approximately 15.59 acres)

Mowing Areas (See Attached Exhibit)

Area A - Main Park (14.36 acres)

Area B - Annex Park (Marston and 86th Terrace/1.23 acres)

Trash must be removed from the area prior to mowing.

Mowing Cycles

Contractor shall mow all areas once per week (approximately every seven (7) days, or on an as needed basis during periods of inclement weather during the term of the contract period not to exceed twenty-six (26) cycles.

Mowing Height

All grass shall be cut at a height of approximately three (3) inches.

Trim Work with Line Trimmer

During every mowing, the perimeter of all areas including play areas and parking lots; around all shrubs, trees, signs, benches, picnic tables, trashcans and recycling containers. The bleachers pads and backstop area of the ball fields shall also be trimmed. All trimming shall be accomplished maintaining the required three (3) inches cutting height. Special care shall be given to trimming around all trees and fences so as not to inflict damage especially to the bark of trees nor inflict damage to tree watering systems, i.e.: Treegator slow release watering bag.

Mowing Equipment

All areas shall be mowed with rider or push mowers only. No tractor-pulled mowers will be permitted in Barry-Platte Park

NO MOWING EQUIPMENT MAY USE THE WOODEN PEDESTRIAN BRIDGE

Southern Platte Pass (Exhibit E)

64th st. between Roanridge Rd. and Monticello Drive and
45 Hwy from NW Brink Meyer Rd. to the Parkville City Limits/Graden Rd.
Approximately 14.81 acres
Approximately 4.33 miles of trail

Mowing Areas (See Attached Exhibit)

Area A - Non-Burlington Creek Trail Sections (5.75 acres) Mandatory Mow

Area B -Burlington Creek Trail Section (3.31 acres) Mow if/when necessary (not included in total)

Area C – Mow Trail – (Approx. 9.06 acres, Approx. 3.96 Miles of Trail) Mandatory Mow

Trash must be removed from the area prior to mowing. Trash tends to accumulate quickly.

Mowing Cycles

Contractor shall mow Area "A" one (1) time every two (2) weeks or on an as needed

basis not to exceed fourteen (14) cycles.

Area "B" shall be mowed approximately one (1) time every two (2) weeks, or on an as needed basis not to exceed fourteen (14) cycles **if/when area has not been mowed/maintained by other persons. This area must be checked during each mowing cycle and if it continues to be maintained by others then the area shall not be mowed and the Park's Department shall not be billed for this area.**

Area "C" may possibly be completed in 2016 and mowing/care shall commence when completed.

Mowing Height

Grass in all areas will be cut to a height of three (3) inches.

Trim Work with Line Trimmer

During mowing of all areas, each area will be line trimmed, including around all; guard rails, flower beds, trees, rip-rap areas, retaining walls, benches, mail boxes, street signs and traffic control boxes. **(This is to include the stone retaining wall and limestone on the south side of the trail between Prairie View Rd. and NW. Chatham Dr.)** The line trimming in all areas shall be accomplished maintaining the required three (3) inches cutting height. Special care shall be given to trimming around all trees and fences so as not to inflict damage especially to the bark of trees nor inflict damage to tree watering systems, i.e.: Treegator slow release watering bag.

Mowing Equipment

All areas shall be mowed with rider or push mowers only.

Green Hills Wildlife Preserve (Exhibit F)

4727 Green Hills Road
Parkville, MO 64152
(Approximately 0.83 acres)

Mowing Areas (See Attached Exhibit)

Area A - Area around parking lot and open area. (0.30 acres)

Area B- Area around Day cabin. (0.53 acres)

Mowing Cycles

Contractor shall mow Areas A & B one (1) time every two (2) weeks or on an as needed basis not to exceed fourteen (14) cycles per season.

Mowing Height

All grass located in Areas "A" and "B" shall be cut at a height of approximately three (3) inches.

Trim Work with Line Trimmer

During every mowing of Areas "A" and "B" the perimeter and other needed areas shall be trimmed. All trimming shall be accomplished maintaining the required three (3) inches cutting height. Special care shall be given to trimming around all trees and fences so as not to inflict damage to the bark of trees nor inflict damage to tree watering systems, i.e.: Treegator slow release watering bag.

Mowing Equipment

Areas "A" and "B" shall be mowed with rider or push mowers only.

Michael Gunn Park @ Platte Meadows
4450 NW 52nd Street
Kansas City, Missouri 64151
(Approximately 37 acres)

Mowing Areas (See Attached Exhibit)

Area A – Road ROW (Right of Way) along Northwood Rd. to the north property line, 52nd St. along the park property line & both sides of round rail fence, including slope down to the roadway. The north and east side of the round rail fence area/pasture shall be mowed around the parking area to the north tree line, north of the parking area and to the south and west of the parking area. (See Map. 13 acres)

Area B – The 1 Mile+ stone trail shall be mowed on each side extending 10 feet from the trail edge where possible. (24 acres)

Trash must be removed from the area prior to mowing, especially along Northwood Rd. Trash along Northwood Rd. tends to accumulate quickly.

Mowing Cycles

Contractor shall mow Areas A and Area B one (1) time every two (2) weeks or on an as needed basis not to exceed fourteen (14) cycles per season.

Mowing Height

Areas "A" and "B" shall be cut at a height of approximately three (3) inches.

Trim Work with Line Trimmer

During every mowing the perimeter and other needed areas shall be trimmed. All trimming shall be accomplished maintaining the required three (3) inches cutting height. Special care shall be given to trimming around all trees and fences so as not to inflict damage to the bark of trees nor inflict damage to tree watering systems, i.e.: Treegator slow release watering bag.

Mowing Equipment

Area "A" and Area "B"- The area shall be mowed with rider or push mowers only.

1.8 SITE RESTRICTIONS

- A. The Contractor shall confine their work to the premises. The Contractor will not enter upon or place materials on any other premises except by written consent of the owners or occupants, and they shall save the County harmless from all suits and actions of every kind and description that might result from their use of private property.

1.9 INSURANCE

- A. All bidders must provide proof of insurance for the following coverage levels:
 - 1. Comprehensive General Liability - minimum limit of \$2,000,000 combined single limit for bodily injury and property damage per occurrence.

2. Workers' Compensation - if applicable per statutory requirements.
3. Employers' Liability - \$500,000 each employee, \$500,000 each accident and \$500,000 policy limit.
4. Commercial Automobile Liability - \$1,000,000 combined single limit

1.10 EVALUATION CRITERIA

- A. The County will evaluate all proposals and award a contract on the basis of the lowest and best bid. The County reserves the right to reject any and all bids and to waive any irregularities and formalities in the best interest of the County.

Part 3 - Schedule
PARK AND TRAIL MOWING SERVICES

March 7, 2022	Request for Bids Authorized
March 9, 2022	Request for Bids Advertised
March 14, 2022	Pre-Bid Meeting at Platte Ridge Park at 10:00 AM
March 22, 2022	Bids Due at 9:00 AM at Office of County Clerk
April 4, 2022	Bid Award/Contract Approval/Notice to Proceed

Part 4 - Bid Form
PARK AND TRAIL MOWING SERVICES

Zone 1

Platte Ridge Park (Exhibit B)

Area A (4.45 acres) \$ _____ (Per Mow) X (26 Estimated mows) = \$ _____ (Estimated Annual Total)

Area B (15.84 acres) \$ _____ (Per Mow) X (14 Estimated mows) = \$ _____ (Estimated Annual Total)

Estimated Annual Sub Total for Platte Ridge Park \$ _____

Prairie Creek Greenway (Exhibit C1, C2 & C3)

Area A (12.33 acres) \$ _____ (Per Mow) X (14 Estimated mows) = \$ _____ (Estimated Annual Total)

Area B (4.60 acres) \$ _____ (Per Mow) X (14 Estimated mows) = \$ _____ (Estimated Annual Total)

Estimated Annual Sub Total for Prairie Creek Greenway \$ _____

Alternate Area C (2.59 acres) \$ _____ (Per Mow Quote) Do not total in amount of bid as this area may not be maintained by the county.

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Estimated Annual Total for <u>Zone 1</u>	\$ _____ (Bid Amount)
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Zone 2

Barry-Platte Park (Exhibit D)

Area A (14.36 acres) \$ _____ (Per Mow) X (26 Estimated mows) = \$ _____ (Estimated Annual Total)

Area B (1.23 acres) \$ _____ (Per Mow) X (26 Estimated mows) = \$ _____ (Estimated Annual Total)

Estimated Annual Sub Total for Barry Platte Park \$ _____

Southern Platte Pass (Exhibit E1 & E2)

Area A (5.75 acres) \$ _____ (Per Mow) X (14 Estimated mows) = \$ _____ (Estimated Annual Total)

Area B (3.31 acres) \$ _____ (Per Mow) X (14 Estimated mows) = \$ _____ (Estimated Annual Total)/Alternate Area

Area C (9.06 acres) \$ _____ (Per Mow) X (14 Estimated mows) = \$ _____ (Estimated Annual Total)

Estimated Annual Sub Total for Southern Platte Pass Areas "A" & "C" Only
\$ _____

Green Hills of Platte Wildlife Preserve (Exhibit F)

Area A (.30 acres) \$ _____ (Per Mow) X (14 Estimated mows) = \$ _____ (Estimated Annual Total)

Area B (.53 acres) \$ _____ (Per Mow) X (14 Estimated mows) = \$ _____ (Estimated Annual Total)

Estimated Annual Sub Total for Green Hills of Platte \$ _____

Michael Gunn Park @ Platte Meadows Park (Exhibit G)

Area A (13.00 acres) \$ _____ (Per Mow) X (14 Estimated mows) = \$ _____ (Estimated Annual Total)

Area B (24.00 acres) \$ _____ (Per Mow) X (14 Estimated Mows) = \$ _____ (Estimated Annual Total)

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Estimated Annual Total for <u>Zone 2</u>	\$ _____ (Bid Amount)
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NOTE: Bidders will be allowed to bid on one, or both zones. If not bidding on a specific "Zone" write "No Bid" on the Bid Amount line for that Zone. All areas within a Zone must have a bid price if you are bidding on that Zone. Any areas without a bid will result in the bid being rejected. **The County Commission reserves the right to reject any and all bids, waive any informalities or irregularities, and to accept the proposal that is deemed most advantageous to the County in the sole discretion of the County.**

Firm/Company Name: _____

Owner/Contact Name _____

Address: _____

Telephone: _____

Email _____

SIGNATURE REQUIRED

By signature below, we hereby respectfully submit our bid to complete the proposed work and to comply with all stated specifications, requirements, and applicable laws herein:

Signature of Authorized Representative

Printed Name

Date



Platte County, Missouri
AGREEMENT FOR SERVICES
Project: Park and Trail Mowing Services

This Agreement is made this 4th Day of April, 2022, by and between PLATTE COUNTY, MISSOURI, hereinafter referred to as "COUNTY", and _____, hereinafter referred to as "CONTRACTOR".

WITNESSETH THAT:

WHEREAS the COUNTY wishes to retain the services of CONTRACTOR to provide, install and warrant _____ for Platte County _____ facilities located at _____; and

WHEREAS, CONTRACTOR wishes to provide such equipment and services to COUNTY as described in the referenced documents,

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties hereby agree as follows:

1. **SCOPE OF WORK.** CONTRACTOR shall perform all work required to be performed to provide and install _____ at _____ in Platte County, Missouri, as set forth in the Request for Bids and Specifications. Services shall include furnishing all labor, materials, necessary tools, expendable equipment, and

all transportation services required to be done for a complete system installation compatible with existing site conditions and equipment as specified.

2. **EXISTING CONDITIONS.** CONTRACTOR represents that it has examined and is familiar with the existing conditions of the facilities and equipment related to the performance of this Agreement. CONTRACTOR also represents that it has been fully informed of the contract requirements and work necessary to complete specified _____, including installation of such within existing space and harmonious with existing equipment to provide for complete and continuous operation of the entire system. CONTRACTOR shall not be relieved of any obligation under contract or entitled to additional compensation due to its failure to receive or examine any form or legal instrument or to visit the facilities and inspect the conditions existing at the facilities and the quality and condition of the equipment to be installed or relocated or if the CONTRACTOR subsequently finds that conditions require methods or equipment other than those anticipated in submitting the proposal.

3. **WARRANTY.** CONTRACTOR shall warrant all work provided pursuant to this Agreement, to specifically include all labor and materials, for a period of twelve (12) months from the date of the Agreement and to provide all repairs and labor needed to fulfill this warranty.

4. **COMPENSATION.** COUNTY shall pay to CONTRACTOR, for the performance of this Agreement, subject to any additions or deductions provided herein, the amount not to exceed _____. Payment shall be made to the CONTRACTOR once all work has been completed and inspected as satisfactory by COUNTY in accordance with and subject to the provisions set forth in the documents made a part of this Agreement. CONTRACTOR shall not perform additional services without express written consent from COUNTY.

5. **WORK SAFETY.** CONTRACTOR shall complete site work in a manner that will prevent injury to people and damage to adjacent equipment and facilities. Damage or interference with equipment or facilities shall be immediately corrected.

6. **TIME OF COMPLETION.** The work to be performed under this Agreement shall be diligently prosecuted and substantially completed no later than _____.

7. **COMPONENT PARTS OF THIS AGREEMENT.** This Agreement consists of the following component parts, all of which are as fully a part of this Agreement as if herein set out verbatim or, if not attached, as if hereto attached:

- a. This instrument
- b. PLATTE COUNTY Request for Bids for _____, to specifically include all specifications for the project.
- c. Responders Bid Forms

In the event that any provision in any of the above component parts of this Agreement conflicts with any provision in any other of the component parts, the provision and the component part first enumerated above shall govern over any other component part which follows it alphabetically, except as may be otherwise specifically stated.

8. **WORK AUTHORIZATION.** The CONTRACTOR shall comply with all Federal, State and local laws, ordinances and regulations applicable to the services. CONTRACTOR shall secure all licenses, manufacturers' certifications, etc. from public and private sources necessary for the fulfillment of its obligations under this Agreement. For purposes of complying with RSMo. Section 285.530, CONTRACTOR

shall provide (1) a sworn affidavit, in the format as attached to this Agreement, that CONTRACTOR participates in E-Verify or other Federal work authorization program as defined in RSMo. Section 285.525(6) with respect to employees that will be working in connection with the contracted services and that CONTRACTOR will not knowingly employ any person who is an unauthorized alien in connection with the contracted services, and (2) documentation to establish that CONTRACTOR participates in E-Verify or other Federal work authorization work program as defined in RSMo. Section 285.525(6).

9. **SAFETY TRAINING.** CONTRACTOR shall provide a ten (10) hour Occupational Safety and Health Administration (OSHA) construction safety program for all employees who will be on-site at the Project. The construction safety program shall include a course in construction safety and health that is approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program as required by Section 292.675 RSMo.

a. CONTRACTOR shall require its on-site employees to complete a construction safety program within sixty (60) days after the date work on the Project commences.

b. CONTRACTOR acknowledges and agrees that any of the CONTRACTOR'S employees found on the Project site without documentation of the successful completion of a construction safety program shall be required to produce such documentation within twenty (20) days, or will be subject to removal from the Project.

c. CONTRACTOR shall require all of its subcontractors to comply with the requirements of this subparagraph a. and Section 292.675 RSMo.

d. Pursuant to Section 292.675 RSMo., CONTRACTOR shall forfeit to the COUNTY as a penalty Two Thousand Five Hundred Dollars (\$2,500.00), plus One Hundred Dollars (\$100.00) for each on-site employee employed by CONTRACTOR or its Subcontractor, for each calendar day, or portion thereof, such on-site employee is employed without the construction safety training required in subparagraph a.

e. The penalty described in the preceding Section shall not begin to accrue until the time periods described in subparagraphs a. and b. above have lapsed.

f. Violations of this Section and imposition of the penalty described in this Section shall be investigated and determined by the Missouri Department of Labor and Industrial Relations.

10. **TRANSIENT EMPLOYER.** Transient Employer means an employer as defined in Sections 143.191, 287.030 and 288.032 RSMo., making payment of wages taxable under the Missouri Income Tax Law, the Workers' Compensation Law, and the Missouri Employment Security Law, who is not domiciled in the State of Missouri and who temporarily transacts any business with the state. Domicile is defined as the place where the center of the business affairs and functions are discharged.

a. CONTRACTOR, if deemed a transient employer, shall provide a copy of CONTRACTOR'S Notice of Registration with the Missouri Department of Revenue.

- b. CONTRACTOR, if deemed a transient employer, shall post at the work site copies of the CONTRACTOR'S Notice of Registration for income tax withholding, proof of coverage of Workers' Compensation Insurance and the Notice of Registration with the Division of Employment Security.
- c. CONTRACTOR shall require all of its subcontractors to comply with the requirements of this Section and Sections 285.230 through 285.234 RSMo. as amended."

11. TIME OF COMPLETION The work to be performed under this Agreement shall be during the 2022 "mowing season" (approximately April to November 2022). The COUNTY reserves the right to extend the contract with the CONTRACTOR to the 2023 mowing season for the same price schedule. Should the CONTRACTOR not be able to maintain the same price schedule for the 2023 mowing season, the COUNTY reserves the right to place the 2023 mowing services out to bid.

12. TERMINATION. COUNTY may terminate this agreement at any time by giving CONTRACTOR five (5) days written notice of such termination. Immediately upon receipt of notice of termination, the Contractor shall discontinue services and incur no further obligations or expenses. Contractor shall be paid for all work completed prior to effective date of such termination.

13. ENTIRE AGREEMENT. This Agreement represents the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended by written instrument, signed by both parties.

This Agreement is entered into as of the date above-written.

PLATTE COUNTY, MISSOURI

BY:

PRESIDING COMMISSIONER

ATTEST:

COUNTY CLERK

Approved as to form:

COUNTY COUNSELOR

Pursuant to Sections 50.660 and 55.160 RSMo., I certify that there is an unencumbered balance or anticipated revenue to be placed to the credit of the appropriation to which the foregoing expenditure is to be charged, and an unencumbered cash balance or anticipated revenue in the treasury to the credit of the fund from which payment is to be made, each sufficient to meet the obligation hereby incurred.

COUNTY AUDITOR

CONTRACTOR

Company Name:

Signed, Authorized Representative:

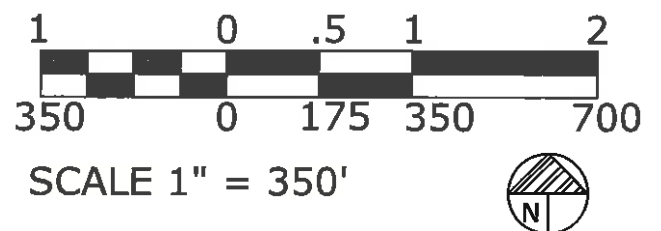
Printed Name:

Attest:

Part 6 - EXHIBITS

Exhibit A: Park Locations

-



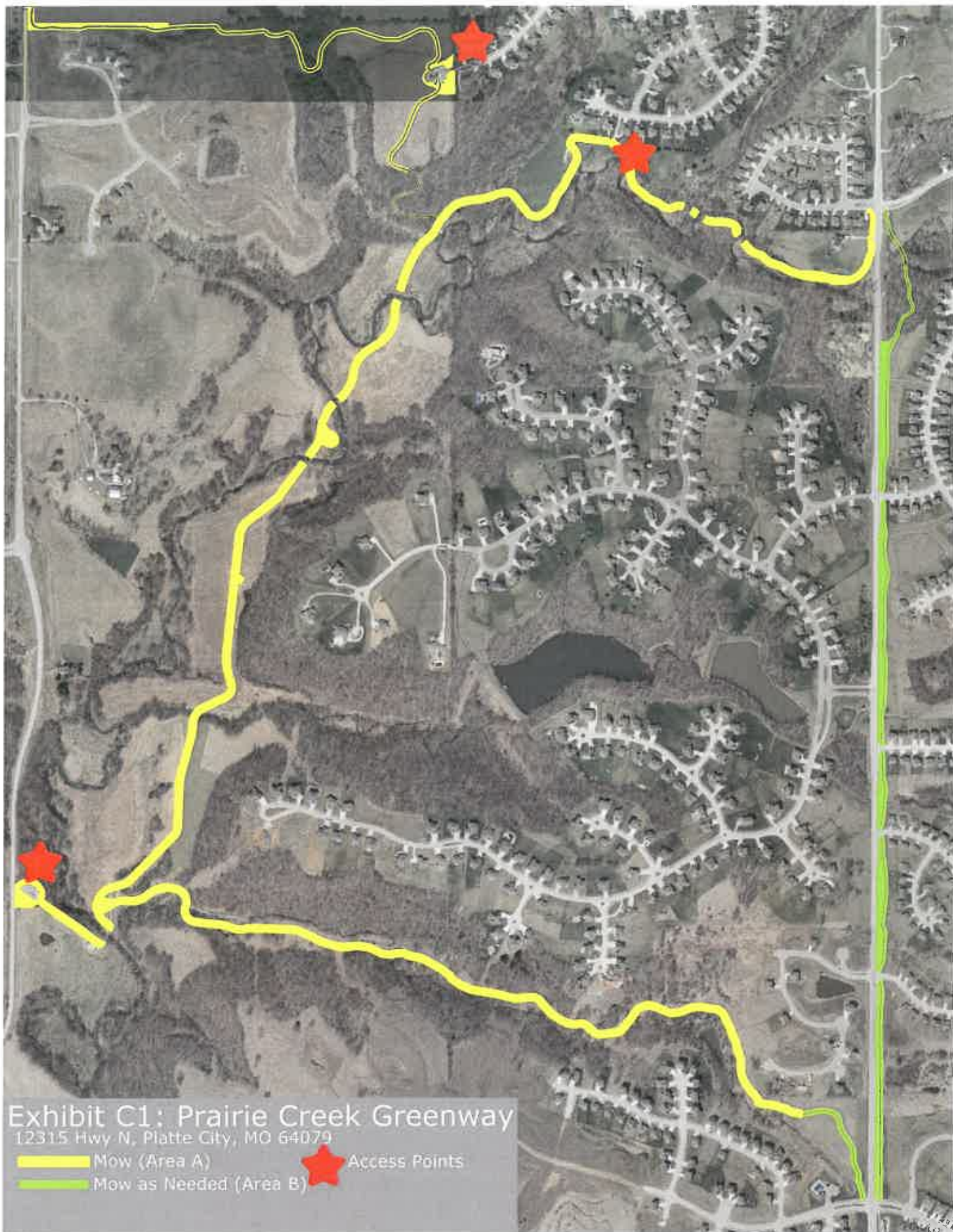


Exhibit C1: Prairie Creek Greenway
12315 Hwy N, Platte City, MO 64079

	Mow (Area A)		Access Points
	Mow as Needed (Area B)		



See Exhibit
C3 for area
detail

Exhibit C2: Prairie Creek Greenway

12315 Hwy N, Platte City, MO 64079





-  Mow (Area A)
 -  Mow as Needed (Area B)
 -  Summit Way (Area C)
-  Access Points



Exhibit C3: Prairie Creek Greenway
Hwy N & NW 136th St, Platte City, MO 64079
— Mow (Area A)



Exhibit D: Barry Platte Park

(Main Park: 8526 NW Old Stageroch Road, KCMO, 64154)
(Minor Park: 2309 NW 86th Terrace, KCMO, 64154)







Mow Areas

Area A: 14.35 Ac
Area B: 1.23 Ac





Exhibit E1: Southern Platte Pass

-  Mow Area A, 4.60 Ac
-  Burlington Creek, Area B, 3.31 Ac
-  Rose Beds
-  Do Not Mow

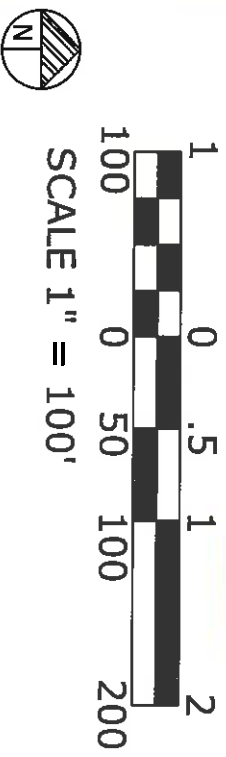
NW 64th Street / 45 Hwy
 North side: Monticello Drive to Cosby Avenue
 South side: Coffey Dr to Raderidge





Ex E2: Southern Platte Pass

Mowing Area A = 1.15 Ac

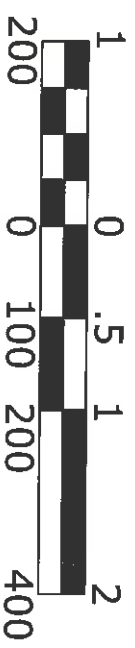




Ex E3: Southern Platte Pass

Mowing Area C = 2.03 Ac

Future Trail: Mow area consists of 3 foot wide strip on the north side of the trail between the trail and the curb and a 10 foot wide strip on the south side of the trail.



SCALE 1" = 200'



SPP

EX E4

Union Chapel Rd. to Parkville City Limits

Approx. 5.13 acres

Approx. 3.96 miles of trail

Legend

 SPP Trail

 Union Chapel to Parkville City Limits

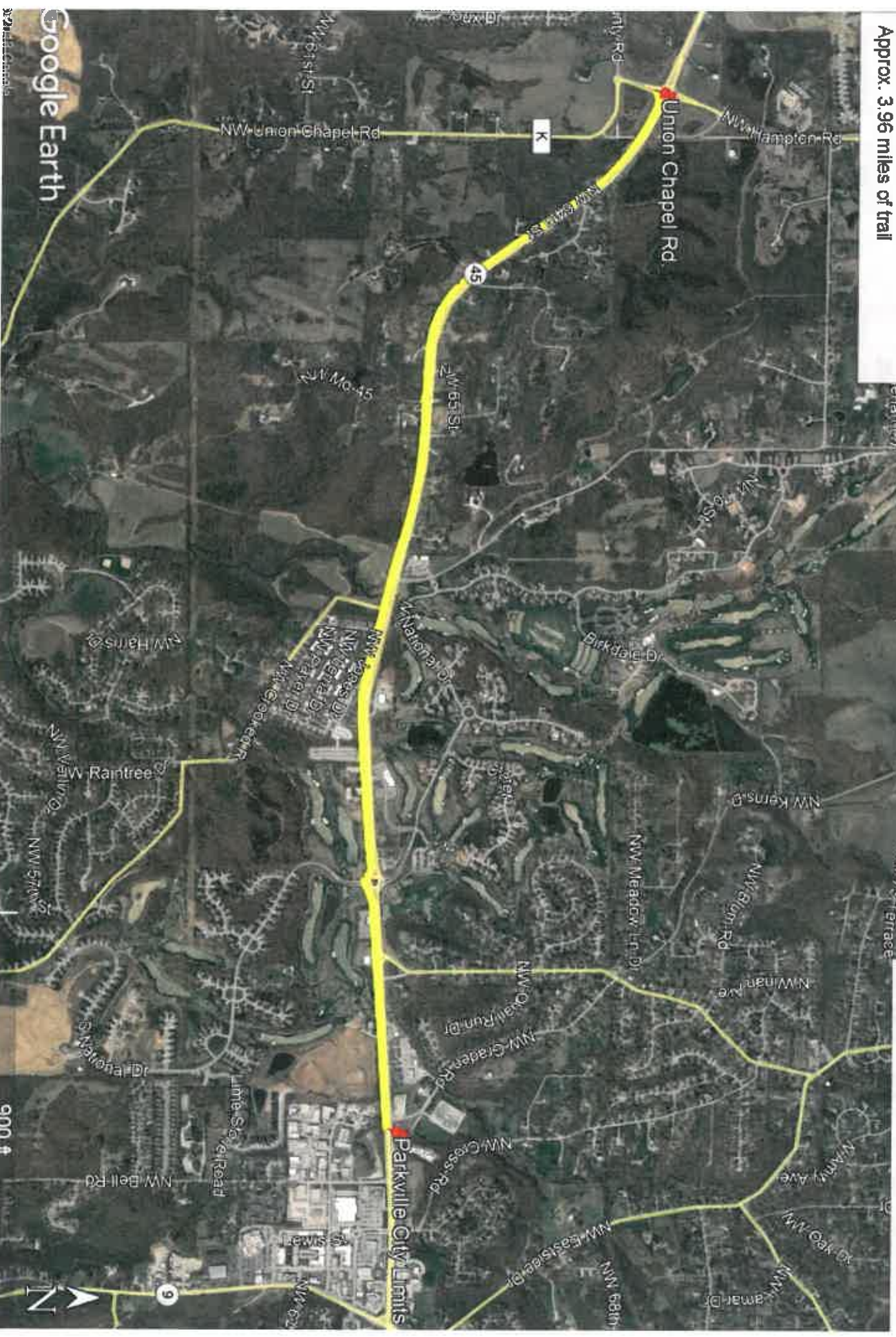


Exhibit F: Green Hills of Platte Wildlife Preserve

Mow Areas

(Main Park: 4730 Green Hills Road, Parkville, MO 64154)
(Historic: Captain Site: 4727 Green Hills Road, Parkville, MO 64154)

Area A (approx 0.3 Ac)

Area B (approx 0.53 Ac)



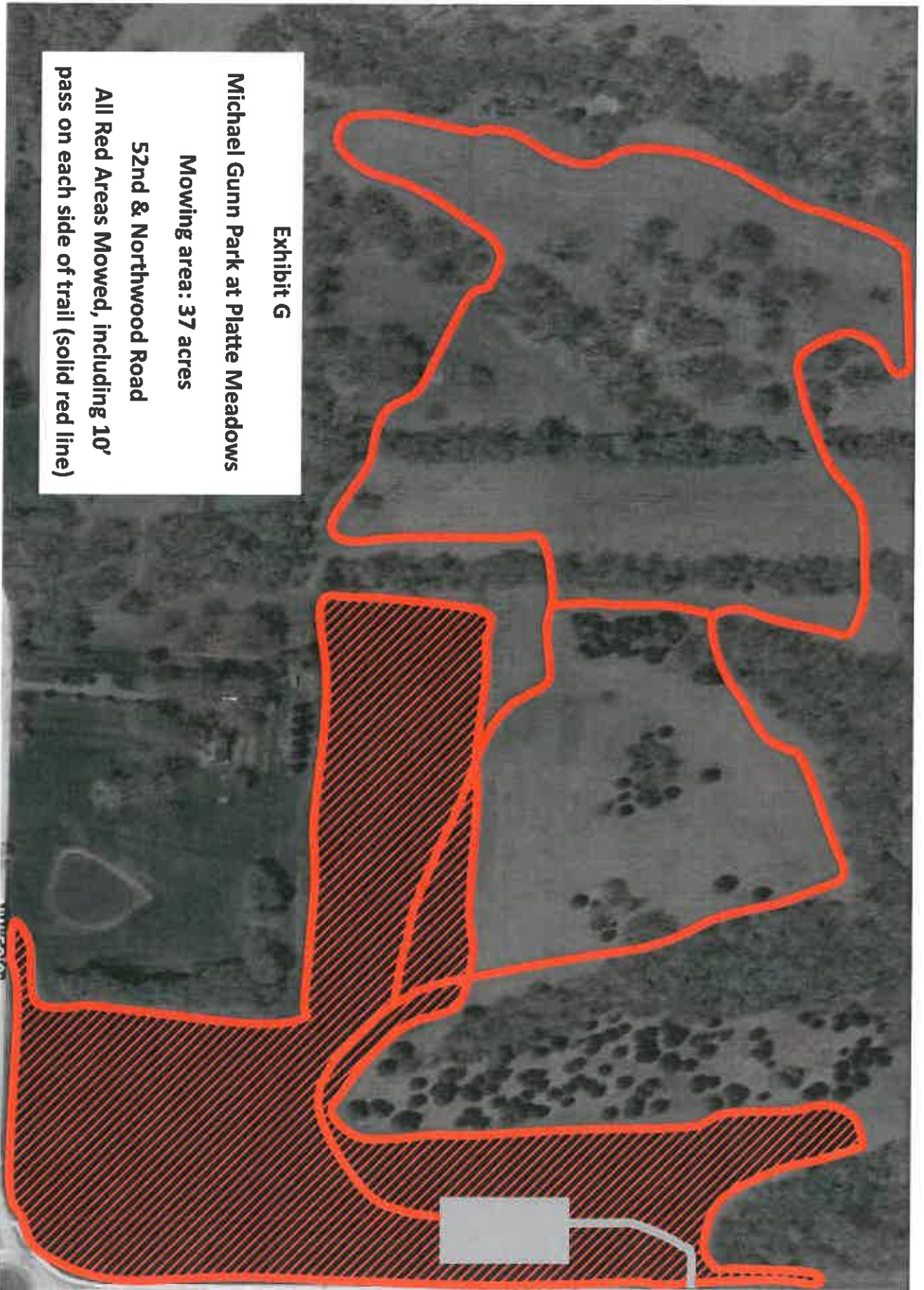


Exhibit G

Michael Gunn Park at Platte Meadows

Mowing area: 37 acres

52nd & Northwood Road

**All Red Areas Mowed, including 10'
pass on each side of trail (solid red line)**