

# The Grove Community Improvement District

4512 Manchester Avenue, Suite 100  
St. Louis, MO 63110  
Phone: 314-535-5311  
Annette@pcd-stl.org

## **REQUEST FOR PROPOSAL (RFP) Landscaping**

Proposals must be submitted by no later than 5:00 P.M. Tuesday May 7, 2019. Proposals must include all requested materials to be considered (bid, previous experience, references, etc...). Proposals must be mailed or hand delivered to the following address:

The Grove Community Improvement District  
c/o Annette Pendilton  
4512 Manchester Avenue, Suite 100  
St. Louis, MO 63110

If you have any questions, please contact Annette Pendilton at 314-535-5311.

### **Section I: INTRODUCTION**

The Grove Community Improvement District (CID) is seeking proposals from qualified agencies to provide landscaping services for the District. The selection of the successful agency will be made based on evaluation and determination of the relative ability of each Agency to deliver quality service in a cost-effective manner. The contract will run from July 1, 2019 to June 30, 2020.

Agencies may bid on any, or all, of the services listed below. The RFP establishes minimum requirements a bidder must meet in order to be eligible for consideration as well as information to be included in the Agency's bid response. The selection of the successful agency will be made based on evaluation and determination of the relative ability of each Agency to deliver quality service in a cost-effective manner.

The following specific criteria will be evaluated and must be addressed in the proposal:

- 1 Company History and Organization
- 2 Management Approach
- 3 Personnel Selection Process

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- 4 Communication and Reporting
- 5 Cost Proposal and Invoicing
- 6 Value Added Features

The Grove CID's Board of Directors is not obligated to accept the lowest bid and reserves the right to reject any and all bids or amend the scope of the project. All of the Bidders must be duly licensed or otherwise have the ability to perform work in accordance with all governing local authorities and to the satisfaction of those authorities.

## **Section II: CONTRACT TERMS**

The term of this contract shall be for a one (1) year period unless terminated by either party with thirty (30) days written notice.

Agency shall provide appropriate and necessary management and supervision for all employees and shall be solely responsible for instituting and invoking disciplinary action of employees not in compliance with Agency's rules and regulations, as well as any other policy established by the contracting parties.

Agency shall ensure hiring, training and administration of motivated and professional employees that meet or exceed both The Grove Community Improvement District's and Agency's standards.

Agency will be required to produce the following types of insurance and name the Grove CID and Park Central Development as additionally insured:

1.
  - a. Worker's Compensation. Worker's compensation statutory coverage as required by the state of Missouri;
  - b. Employer's Liability. Employer's liability insurance with a limit of not less than \$1,000,000;
  - c. Automobile. Commercial automobile liability insurance with a \$1,000,000 combined single limit on vehicles owned, leased, or rented by the Service Provider; and

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- d. General Liability. Commercial general liability insurance, including personal injury blanket contractual liability and broad form property damage, with a \$2,000,000 combined single limit per occurrence.

Agency is responsible for the daily personal appearance of crews.

Agency shall administer all cost accounting and billing relative to this contract.

Agency shall respond as necessary to accommodate additional hours or services as may be requested by The Grove Community Improvement District.

Agency shall sign the Services Agreement with the Grove CID. See Exhibit A.

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## Section III: SCOPE OF SERVICES

- 1) Clean up, edge, weed, apply pre-emergent weed killer, mulch (approximately 20 cubic yards of double ground mulch), and haul away debris from tree wells (approximately 100) along Manchester Avenue (see photos below)

- a. **Schedule**

- i. Two times annually (April/May & September/October)



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- 2) Clean up, edge, weed, apply pre-emergent weed killer, mulch (approximately 5 cubic yards of double ground mulch), trim grasses, prune bushes and haul away debris from planter beds (approximately 25) along Manchester Avenue (see photos below).

- a. **Schedule**

- i. Two times annually (April/May & September/October)



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- 3) Remove debris and fill stainless steel planters along Manchester (approximately 15) with new soil, fertilizer and a variety of annual and perennial plants. (Plants should vary in height, color and appearance and be hearty and drought tolerant, when possible)

- a. **Schedule**

- i. One time annually (April/May)



**The Grove Community Improvement District would like the following services provided on an as-needed basis. Agencies are invited to bid, but contracts may or may not be issued. Please detail cost per occurrence.**

- 4) Prepare tree wells along Manchester Avenue for new tree planting by the City of St. Louis Forestry Department by removing 1 ft of dirt, mulch and debris and filling with new soil and fertilizer.
- 5) Plant new trees in tree wells along Manchester Avenue.
- 6) Plant new bushes, grasses and other plants in planter beds along Manchester Avenue.

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## **Section IV: INSTRUCTIONS TO BIDDERS**

Bidder is to address the following subjects in the response. Reference any attachments in the text and include printed copies of attachments at the back of your submitted document.

### **1 Company History and Organization**

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Provide a brief Agency history. Explain ownership and include name and title of the personnel who would be directly responsible for the management and local supervision of this project.

### **2 Management Approach**

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Describe in detail how your Agency will be organized to manage this project. Indicate by position or title the person who will have the overall responsibility for the supervision of account.

### **3 Personnel Selection Process**

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Describe how recruitment and selection of employees is accomplished.

### **4 Cost Proposal and Invoicing**

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Provide billing rates per instance. Propose invoicing frequency, procedures, and applicable discounts.

### **5 Value Added Features**

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Indicate features or programs not covered elsewhere in the response which are offered to enhance your Agency's ability to effectively carry out this project.

### **6 References**

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Provide at least three (3) client references whose areas/districts are comparable in size, profile and service hours to the Grove Community Improvement District. Include reference name, address, and contact number.

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## Exhibit A

### SERVICES AGREEMENT

This Services Agreement (this "Agreement") is dated as of \_\_\_\_\_ between The Grove Community Improvement District, a community improvement district and political subdivision of the State of Missouri (the "CID"), and \_\_\_\_\_, a \_\_\_\_\_ ("Service Provider").

WHEREAS, subject to the terms and conditions of this Agreement, the CID desires to retain Service Provider to provide certain services to the CID, as hereinafter further described, and Service Provider desires to provide certain services to the CID on the terms set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

2. Services. Beginning on the date of this Agreement, the Service Provider shall provide or cause to be provided to the CID the following services: **[List & Detail the Services to be provided to the CID/ attach the Proposal/scope of work provided by the Service Provider]**, all of which are more particularly described on the attached Exhibit A, which is attached hereto and made a part hereof (the "Services"). Service Provider shall provide such Services in accordance with the terms of this Agreement and in accordance with the attached Exhibit A.
3. Fee. **[NOTE: THIS IS SET UP FOR MONTHLY BILLING, BUT CAN BE EASILY REVISED IF SERVICE PROVIDER REQUIRES DIFFERENT TERMS]** The CID shall pay to the Service Provider a fee in the amount of \_\_\_\_\_ (the "Fee"). The payment of the Fee shall be made in accordance with written invoices submitted by Service Provider detailing the work performed, the person or persons performing the work, the detailed fees and costs thereof, and otherwise in accordance with the terms attached hereto as Exhibit A. Notwithstanding anything to the contrary contained herein, the Service Provider shall submit no more than one invoice per month. The CID shall remit payment to the Service Provider within thirty (30) days after receipt of the written invoice.

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4. Term. The initial term of this Agreement shall be for a period of **[insert how long the agreement is for]** from the date of this Agreement, unless sooner terminated as set forth below. Either party hereto may terminate this Agreement upon thirty (30) days prior written notice to the other party hereto; provided that, a party may terminate this Agreement effective immediately if the other party has materially breached its obligations under this Agreement. Sections 4 of this Agreement shall survive the termination of this Agreement.
  
5. Indemnification. The Service Provider will indemnify, defend, and hold harmless the CID and its directors, employees, agents, representatives and affiliates (each being an “Indemnified Party”) from and against any and all losses, claims, damages and liabilities to which such Indemnified Party may become subject under any applicable federal or state law, any claim made by any third party or otherwise, relating to or arising out of the engagement of Service Provider, pursuant to, and the performance by Service Provider of the services contemplated by, this Agreement, and the will reimburse any Indemnified Party for all reasonable costs and expenses (including attorneys’ fees and expenses) as they are incurred in connection with the investigation of, preparation for or defense of any pending or threatened claim, or any action or proceeding arising therefrom, whether or not such Indemnified Party is a party hereto.
  
6. Insurance. Service Provider will, at its own expense, provide and keep in full force and effect during the term of this Agreement the following kinds and minimum amounts of insurance:
  - a. Worker’s Compensation. Worker’s compensation statutory coverage as required by the state of Missouri;
  
  - b. Employer’s Liability. Employer’s liability insurance with a limit of not less than \$1,000,000;
  
  - c. Automobile. Commercial automobile liability insurance with a \$1,000,000 combined single limit on vehicles owned, leased, or rented by the Service Provider; and
  
  - d. General Liability. Commercial general liability insurance, including personal injury blanket contractual liability and broad form property damage, with a \$2,000,000 combined single limit per occurrence.

The Service Provider shall furnish the CID with certificates evidencing such insurance coverage, listing the CID as an additional insured and providing a waiver of subrogation. Service Provider shall require that any of its agents, representatives, consultants, or any party engaged by Service Provider in connection with this Agreement maintain insurance policies consistent with the terms set

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forth in this Agreement. The insurance policies set forth in this Section 5 shall not be cancelled or expire without at least thirty (30) days written notice to the CID.

7. Independent Contractor Status. Service Provider shall be deemed to be an independent contractor and shall have no authority to act for, bind, or represent the CID.
8. Binding Effect; Assignability. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and permitted assigns. This Agreement may not be transferred or assigned by the Service Provider without the prior written consent of the CID.
9. Entire Agreement; Amendment. This Agreement constitutes the entire agreement and understanding among the parties with respect to the subject matter hereof and supersedes any earlier agreement with respect to the subject matter hereof. This Agreement may be amended or modified, or any provisions hereof may be waived; provided that such amendment or waiver is set forth in a writing executed by the parties. The CID shall not be bound by any statements, agreements, or representations not specifically set forth herein, unless the same be reduced to writing and signed by the CID and the Service Provider.
10. Waiver. The failure of one party to require performance of any provision of this Agreement shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or waiver of the provision itself.
11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri without giving effect to any choice or conflict of law provision or rule (whether in the State of Missouri or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Missouri.
12. Warranties and Representations of Service Provider. Service Provider hereby represents, warrants, and covenants to the CID that: (1) it has the lawful power and authority to enter into this Agreement; (2) acting through its duly authorized officers or representative it has authorized the execution of this Agreement; and (3) neither the execution nor the fulfillment of or compliance with the terms hereof, conflicts with or results in a breach in the terms, conditions, or provisions of any restriction, agreement, or instrument to which Service Provider is a party or by which it is bound.

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13. Authority. The person executing this Agreement on behalf of Service Provider warrants and represents to the CID that he or she is authorized to execute this Agreement on behalf of the Service Provider and is a binding obligation on behalf of the Service Provider.
14. Notice. All notices, demands, and any and all other communications that may be or are required to be given to or made by either party to the other in connection with this Agreement shall be in writing and shall be deemed to have been properly given if delivered in person, sent by email or nationally recognized air express carrier, or sent by registered or certified mail, return receipt requested, to the addresses set out below or at such other addresses as specified by written notice and delivered in accordance herewith:

If so the CID: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*With a copy to:* Husch Blackwell LLP  
190 Carondelet Plaza  
Suite 600  
Clayton, MO 63105  
Attn: Patrick Eckelkamp  
Email: [Patrick.Eckelkamp@huschblackwell.com](mailto:Patrick.Eckelkamp@huschblackwell.com)

If to Service Provider: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Except as otherwise expressly provided herein, each notice, demand, and other communication (i) shall be effective three (3) business days after deposit when deposited in the mail, postage prepaid, addressed as aforesaid, (ii) shall be effective upon sending when sent by email; (iii) shall be effective one (1) day after dispatch when dispatched through a nationally recognized overnight courier service;

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and (iv) shall be effective upon delivery when hand delivered. Either party may change its address by a communication in accordance herewith.

15. Breach. In the event of a breach of any of Service Provider's obligations hereunder, the CID shall have the right to immediately terminate this Agreement, and the CID shall be entitled to any remedies available at law or in equity.

16. Counterparts. This Agreement may be executed in multiple counterparts, each of which taken together shall constitute a fully-executed original instrument.

[The remainder of this page is intentionally left blank. Signature page to follow.]

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IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first set forth above.

THE GROVE COMMUNITY IMPROVEMENT DISTRICT

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

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

Title: \_\_\_\_\_

[SERVICE PROVIDER]

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

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

Title: \_\_\_\_\_