ADVERTISEMENT FOR BID

The City of Cherryvale is accepting bids for the haying of the City Properties in the City of Cherryvale listed on the attached Bid Schedule.

Bids will be received at the office of City Clerk until 12:00 PM, April 6th, 2026. Bids will be opened and reviewed at 3:00 p.m. before being sent for council approval at 6:00 p.m.

Bids are to be enclosed in a sealed envelope and marked plainly on the outside "City Property Haying Bid". If mailed, the sealed envelope is to be enclosed in another sealed envelope also marked plainly on the outside as previously designated.

Bids are to be submitted with an individual price for each location by itself, or a bid price for overall properties together as a whole, that the bidder will pay the city for use of the land.

City of Cherryvale reserves the right to accept or reject any or all bids, or to waive any informalities or minor defects should they occur, as may best benefit the City of Cherryvale.

The City of Cherryvale is not responsible for any accidents or injuries that might occur during the time the contractor is working on City Properties that are included in this bid.

The City of Cherryvale reserves the right to make any investigation deemed necessary by the City to determine the ability of the bidder to do the project. Bidders shall furnish to the City of Cherryvale such information as requested to determine the bidder's qualifications. The City of Cherryvale further reserves the right to reject any bid if the City deems the bidder to be improperly qualified to complete the project.

Bids shall be guaranteed for a period of sixty (60) days from the date and the set to receive bids.

The project shall be completed when the field is at a height reasonable to hay and bale.

Bid Packets are available at City Hall or online at www.cherryvaleusa.com.

_____ _____

CITY CLERK DATE

INFORMATION FOR BIDDERS

Bids will be received by the City of Cherryvale at the office of City Clerk until 12:00 PM, April 6th, 2026, at which time the bids will be opened at 3:00 p.m. publicly and read aloud. The bid will then be submitted to the Cherryvale City Council at a regular meeting for their formal action.

Each bid must be submitted in a sealed envelope addressed Karen Davis, City Clerk, City of Cherryvale, 123 W. Main St, Cherryvale, KS 67335, plainly marked on the outside "City Property Haying Bid ". The envelope shall bear on the outside the name and address of the bidder. If forwarded by mail the sealed envelope containing the bid shall be sealed in another sealed envelope also plainly marked and addressed as above.

All bids must be submitted on the attached Bid Schedule. The Bid Schedule must be fully completed and executed with all blank spaces filled in with ink or typewritten. Only one (1) copy of the Bid Schedule is required and will be accepted.

Bids shall be guaranteed for a period of sixty (60) days from the date and time set for receiving bids. The City of Cherryvale reserves the right to accept or reject any or all bids or to waive any informalities or minor defects should they occur as may best to benefit the City of Cherryvale. Any bid may be withdrawn by the bidder up to the scheduled time set for the opening of the bids or authorized postponement thereof. Any bid received after the date and time set for the bid opening shall not be considered and shall be returned unopened to the bidder. No bidder may withdraw a Bid within sixty (60) days after the actual date and time set for the Bid opening. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual written agreement by and between the City of Cherryvale and the bidder.

Bidders must satisfy themselves of the conditions and requirements of the location in the Bid Form by a personal examination of the site and review of the specifications including any and all addenda. After the Bids have been submitted and received by the City of Cherryvale, the bidder may not assert that there was a misunderstanding concerning the quantities or the scope of the work to be done.

The City of Cherryvale shall provide to the bidders prior to the scheduled bid opening any information which, in the judgment of the City of Cherryvale, is pertinent to and delineates and describes the project.

The Contract Documents contain the provisions and requirements for the project. Information obtained from an officer, agent, employee of the City of Cherryvale or any other person shall not affect the risks and obligations assumed by the Contractor or relieve him from fulfilling any and all of the conditions of the contract.

The successful bidder to whom the Contract is awarded shall execute a copy of the Contract Documents as provided by the City of Cherryvale, which shall be considered an original document. In case of failure by the Bidder to execute the Agreement within the time period set, consider the Bidder in default and award the contract to the next available and most responsible bidder.

Should the City of Cherryvale not execute the Documents within such time period, the Bidder may, by written notice, withdraw his signed Agreement. Such Notice of Withdrawal shall be effective upon the date of receipt.

The Notice to Proceed shall be issued within fifteen (15) days of the execution of the agreement pending the approval of the appropriate Federal and State agencies. Should there be reasons why the Notice to Proceed cannot be issued other than pending Federal and State agency review, the time may be extended by mutual agreement by and between the City of Cherryvale and the Contractor. If the Notice to Proceed has not been issued within the fifteen (15) day period or within the extended period mutually agreed upon as stated above, the Contractor may terminate the Agreement without further liability on the part of the City of Cherryvale or the Contractor.

The Contractor shall notify the adjoining property owner(s) within forty-eight (48) hours before commencing any work on the project that will affect any residence or business establishment.

The City of Cherryvale may make any such investigations as it deems necessary to determine the ability of the bidder to perform the work and the bidder shall furnish to the City of Cherryvale all such information and data for this purpose as the City of Cherryvale may request. The City of Cherryvale reserves the right to reject any bid if the evidence submitted by and subsequent investigation of the bidder fails to satisfy the City of Cherryvale that such bidder is properly qualified to carry out the obligations of the Agreement and to complete in a workmanship manner the project as specified in the Plans and Specifications.

A conditional or qualified bid shall not be accepted.

The Contract shall be awarded to the most responsible bidder, and which is in the best interest of the City of Cherryvale.

All applicable laws, ordinances, rules, and regulations of all authoritative agencies having jurisdiction over any or all of the construction of the project shall apply to the Contract throughout.

Each bidder is responsible for inspecting the locations, reading and being thoroughly familiar with all of the Contract Documents. The failure or omission of any bidder to do any of the foregoing shall in no way relieve the successful bidder from any obligation in respect to his bid.

The approved bidder shall furnish to the City of Cherryvale the names and addresses of all subcontractors if requested to do so by the City of Cherryvale.

BID FORM CITY PROPERTY HAYING

We, the undersigned company, do hereby submit the following bid for the haying of the aforementioned location(s) within the city limits of Cherryvale, Kansas 67335, in accordance with the attached Contract Documents.

By submission of this bid, the bidder agrees that he has personally inspected the site, has personally read all Contract Documents, and is aware of all requirements as contained in these Contract Documents.

The City of Cherryvale reserves the right to accept or reject any or all bids or to waive any irregularities should they occur as may best benefit the City of Cherryvale.

Bids shall be guaranteed for a period of sixty (60) days from the date set for receipt of bids.

Bidder agrees to do the following work:

1. Mow/Cut grass at the location(s) agreed upon.

2. Bale all grass within the location(s) to be used for hay.

3. Maintain property in overall good condition in accordance with city and state standards.

4. If ruts or other disturbances to the ground are made, they must be fixed, filled, or replaced.

within five business days (weather permitting) of when the disturbance was made to the ground

BID SCHEDULE

Location	**Bid Price**
Mow/Hay Old Rodeo Grounds, Catherine & Martin (approx. 14 acres)	$_____
Mow/Hay Old Smelter Property between Coyle & Maple (approx. 87 acres south of the RR tracks)	$_____
Mow/ Hay Animal Control Dog Pound (approx. 13 acres)	$_____
Mow/ Hay Corridor, South of CR 5050 & East of Hwy-169 (approx. 21 acres)	$_____
Mow/Hay North Smelter Property at 5086 CR 5500 (approx. 60 acres north of the RR tracks)	$_____
Mow/Hay for all Properties listed above.	$_____

_____ Company

_____ Address

_____ Principal Officer

_____ Date

_____ Title

HAYING OF CITY PROPERTIES CONTRACT

THIS AGREEMENT, entered into this day of , 2026 by and between the City of Cherryvale, hereinafter referred to as "CITY OF CHERRYVALE" and _____ hereinafter referred to as "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements stated hereinafter:

1. The Contractor will furnish all the materials, supplies, tools, equipment, labor, and other necessary services for the completion of the project as described herein.

2. The Contractor agrees to perform all the work as described in the Contract Documents and comply with the terms and conditions as set forth therein.

3. The term "Contract Documents" means and shall include the following:

   (a) Advertisement for Bid
   (b) Information for Bidders
   (c) Bid (as completed by Contractor at the time of bidding)
   (d) Contract Agreement
   (e) General Conditions
   (f) Special Conditions
   (g) Notice to Proceed
   (h) Change Orders (if any issued)

4. This agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

5. Should the Contractor not complete the work described in the Contract Documents by the date of completion as set out in the Notice To Proceed, the City of Cherryvale shall suspend the work and rebid, or otherwise cause the work to be completed by the City of Cherryvale or other outside contractors as may best benefit the City of Cherryvale.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials this Agreement of which shall be deemed an original on the date first above written.

	Contractor:	City:
By	_____	_____ City Administrator
	_____ Title	
Attest:	_____	(SEAL)
Date:	_____	