CITY OF COFFEYVILLE
BOARD OF COMMISSIONERS AGENDA ITEM

MEETING DATE	January 12, 2016	
RESOLUTION OR ORDINANCE NUMBER	R-16-07	
AGENDA TITLE	**Line Clearance Tree Trimming**	
REQUESTING DEPARTMENT	Electric	
PRESENTER	Gene Ratzlaff	
FISCAL INFORMATION	Cost as recommended:	$220,000.00
	Budget Line Item:	800-5-020-424
	Balance Available	
	New Appropriation Required:	[ ] Yes [X] No
PURPOSE	Authorize the Mayor to approve continuing the third year of a three year contract with Poor Boy Tree Service, Inc. for Tree Trimming Services.	
BACKGROUND	The Electric Distribution Department employs a contractor to perform tree trimming services on approximately 200 miles of distribution lines and 16 miles of transmission lines.	
SPECIAL NOTES		

ANALYSIS	A Request for Proposals for Tree Trimming Services was issued in 2014 for hourly rates for a three-man crew plus bucket truck, chipper and hand tools for a three-year period. Quotes were received from three firms and Poor Boy Tree Service, Inc. was selected based on qualifications and cost. The cost for 2016 is $122.46/hour and is $5.37/hour more than 2015. Poor Boy has a strong training and safety record and has provided good service to the Electric Department the last two years. In 2017, Staff will again issue a Request for Proposals to seek a competitive cost for these services.
PUBLIC INFORMATION PROCESS	
BOARD OR COMMISSION RECOMMENDATION	
STAFF RECOMMENDATION	Staff recommends the Mayor be authorized to allow the Electric Department to continue with the third year of a three year contract with Poor Boy Tree Service, Inc. for Tree Trimming Services
REFERENCE DOCUMENTS ATTACHED	Tree Trimming Contract

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CA-3002

TREE TRIMMING AGREEMENT

THIS AGREEMENT, made as of this 18th day of July, 2014, between the City of Coffeyville, Kansas, P.O. Box 1629, Coffeyville, Kansas 67337 (hereinafter called "City") and Poor Boy Tree Service, Inc., 273 E. 410th Road, Fair Play, Missouri 65649 (hereinafter called "Contractor").

1. Contractor agrees to furnish all supervisors, labor, tools, transportation, equipment and materials for the purpose of trimming and/or removing trees and vegetation on behalf of City pursuant to and in accordance with City's "Line Clearance Tree Trimming Services" Request for Proposals; Contractor's proposal dated June 19, 2014; and this Agreement.

2. (a) Contractor agrees to secure all permits and licenses of a temporary nature necessary for the prosecution of the work to be performed hereunder and to pay all charges and fees required for such permits and licenses. Permits, licenses and easements of a permanent nature shall be obtained and paid for by the City.

   (b) City agrees to obtain authorization or permission for the necessary work from the property owner, authorized agent, or public authorities having ownership or control over each tree to be trimmed or removed and/or all property to be cleared or sprayed.

   (c) City may, if it so elects, obtain any or all permits or licenses itself, in which case it shall do so at its own expense.

3. Contractor agrees to perform all work in accordance with all federal, state and local laws, ordinances and regulations applicable to said work.

4. Contractor agrees that its personnel and equipment shall at all times present a neat appearance, and all work shall be done, and all complaints shall be handled by Contractor with due regard for the City's public relations.

5. (a) In the event of bodily injury or damage to property caused by Contractor's operations, the City shall, upon receipt of notice of such claim, demand or action, promptly transmit to Contractor the name and address of the claimant, the nature of the claim, the date of the occurrence, and other information in possession of the City, which is applicable to each such claim.

   (b) City agrees to cooperate with Contractor, its agents, representatives, employees and defense counsel in the investigation and defense of such claims.

   (c) Contractor agrees that complaints for which it has liability and of which it receives timely notice, whether through City, or directly from claimants or their agents or representatives, or from other authorities, shall be addressed punctually,

and that all reasonable efforts shall be made for a prompt resolution of such complaints.

(d) It is understood that Contractor is an independent contractor under the terms of this Agreement, and each of the parties shall perform its obligations hereunder as an independent contractor and not as the agent, employee, or servant of the other party.

6. Contractor agrees to install and maintain the necessary guards and protective devices at locations where work is being performed to prevent accidents to the general public or damage to the property and personnel of the City or the general public.

7. Contractor agrees to indemnify, hold harmless and defend the City from and against any and all loss, damage, or expense which the City may suffer or for which the City may be held liable by reason of any injury (including death) or damage to any property arising out of negligence on the part of the Contractor in the execution of the work to be performed hereunder.

8. Contractor agrees to provide Workers' Compensation, Property Damage, and Public Liability Insurance in terms and amounts set out in the Request for Proposals. Certificates showing that Contractor has and continues to protect itself and the City by means of such insurance shall be provided to the City.

9. Contractor agrees to furnish to the City, or its representatives, daily time sheets and other required reports, showing the nature, amount and location of work performed, together with the number of man hours and equipment hours involved, the quantities of material used, and the number of trees trimmed and/or removed.

10. (a) Contractor agrees to submit to the City weekly invoices based upon the information contained in the daily time sheets and prepared in accordance with the applicable rate schedule.

    (b) City agrees to pay for the work provided herein in accordance with the applicable rate schedule. Invoices received by the City shall be paid within thirty (30) days of receipt.

11. This Agreement shall be binding upon the parties hereto and their heirs, successors, executors, administrators, and assigns. Contractor shall not assign any of its rights or duties under this Agreement, or subcontract the whole or any part of the work to be performed hereunder without first having obtained the written consent of the City authorizing such transfer of rights or duties.

12. This Agreement is not intended to constitute an agreement of hiring under the provisions of any workers' compensation or unemployment compensation law and it shall not be so construed. Contractor agrees to accept full and exclusive

liability for the payment of contributions or taxes imposed under such laws by the federal and/or state government which are measured by remuneration paid to Contractor's employees.

13. Whenever due to special circumstances such as, but not limited to, storm emergency work, an employee of the City is assigned to work directly with Contractor's employees, it is understood that such employee shall at all times remain in the employ of the City and that City shall be responsible for all wages and payroll taxes and shall provide Workers' Compensation coverage for such employee.

14. (a) This Agreement shall continue and remain in full force from August 1, 2014 through July 31, 2017; provided, that either party may cancel this Agreement, upon ninety (90) days written notice, without cause; and subject, further, to annual appropriations by City.

    (b) Should either party fail to comply with any of the provisions of this Agreement, the other party may terminate this Agreement upon fourteen (14) days written notice to the other; provided, however, the party not in compliance shall have a reasonable time, not to exceed seven (7) calendar days, to cure. Notice of the violation shall be given to the defaulting party by regular mail at the address first above written.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their proper officers thereunto duly authorized, the day and year first hereinabove written.

CITY OF COFFEYVILLE
SEAL
MONTGOMERY COUNTY, KANSAS

CITY OF COFFEYVILLE

James Falkner, Mayor

Attest:

Cindy Price, City Clerk

POOR BOY TREE SERVICE, INC.

President James T. Bewley

Attest:

Secretary Alisha Bewley / Davis