CITY OF COFFEYVILLE
BOARD OF COMMISSIONERS AGENDA ITEM

MEETING DATE	April 23, 2013	
RESOLUTION OR ORDINANCE NUMBER	R-13-39	
AGENDA TITLE	**Airport Mowing**	
REQUESTING DEPARTMENT	Engineering	
PRESENTER	Scott Massman	
FISCAL INFORMATION	Cost as recommended:	Per bid
	Budget Line Item:	
	Balance Available	
	New Appropriation Required:	[ ] Yes [x] No
PURPOSE	Assistance with mowing airport area.	
BACKGROUND	Due to the loss of Dixon Industries at our industrial park facility adjoining our Municipal Airport, it has become necessary to find additional mowing help for our airport coordinator. This will be the sixth season for this additional help. The proposed areas to be mowed are shown on a map entitled City of Coffeyville Airport Mowing dated 3/4/2013.	
SPECIAL NOTES		
ANALYSIS	Sealed bids were opened on Tuesday, April 9, 2013, at 2:00 p.m. Bids were based on a per time basis. Two bids were received, the result of which is as follows: 1. Dave's Lawn Service: $712.00 per mow 2. TLC Groundskeeping: $625.00 bi-weekly.	
PUBLIC INFORMATION PROCESS		

BOARD OR COMMISSION RECOMMENDATION	
STAFF RECOMMENDATION	Bids were based on mowing 34.0 acres, as shown on a map entitled "City of Coffeyville Airport Mowing as prepared 3/04/2013" finish mowing to less than 4 inches in height with the contractor using his/her own equipment for finished mowing areas and 6 to 8 inch heights for bush hog areas. Bids were based on a per time mowed basis for each area indicated on the map. While TLC has submitted a lower per time bid, they however are not willing to stray from the biweekly schedule as Dave's Lawn Service does. We plan on finish mowing every 3 weeks and bush hog mowing every 4 to 6 weeks. Mowing will be managed by our airport coordinator, Bob Ingmire.
REFERENCE DOCUMENTS ATTACHED	2013 AirPort Mowing Contract area-Layout1.pdf

RESOLUTION NO. R-13-39

A RESOLUTION TO AUTHORIZE THE APPROVAL OF A CONTRACT WITH DAVE'S LAWN SERVICE TO MOW 34 ACRES OF LAND AT THE COFFEYVILLE AIRPORT.

BE IT RESOLVED by the Board of Commissioners of the City of Coffeyville, Kansas, that the Mayor and City Clerk be and are hereby authorized and directed to execute a contract for mowing 34 acres of land at the Coffeyville Airport with Dave's Lawn Service for the lump sum bid of $712.00 per time for the April through October growing season on an as needed basis.

ADOPTED THIS 23rd DAY OF APRIL 2013.

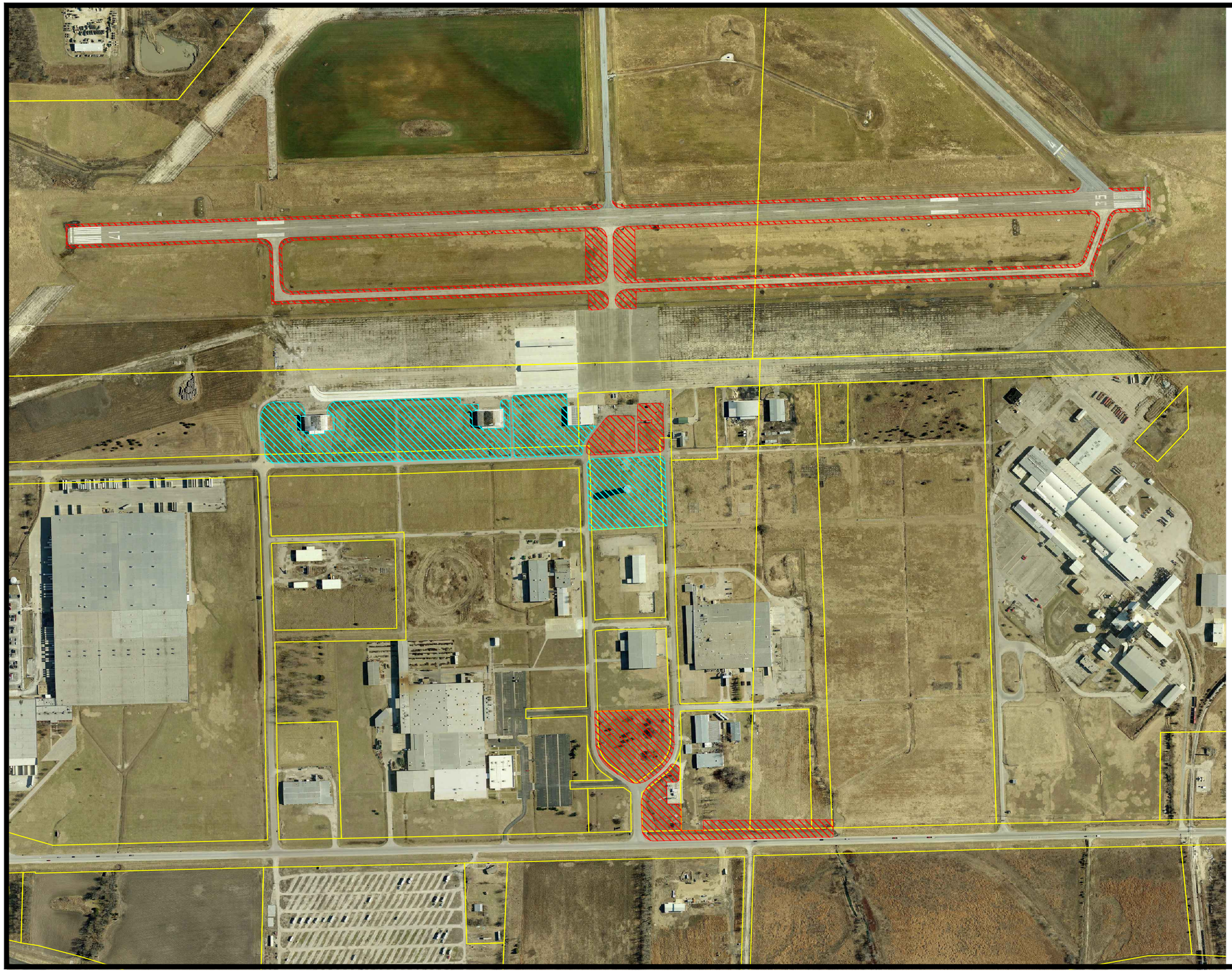
_____
David George, Mayor

ATTEST:

_____
Cindy Price, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Paul Kritz, City Attorney



Brush Hog

16 Acers

Fine mowed

18 Acers

Coffeyville Engineering Department	DESIGNED BY:	CHECKED BY:
	DRAWN BY: TKO	APPROVED BY:
	SCALE: 1"=500'	CONTRACT NO.
TITLE: City of Coffeyville Airport Mowing		DATE: 3/4/13
		REF #:
		SHEET #:

DWG CODE: X:\ETHOMAS\DWG\AIRPORT\BOB\AIRPORT MOWING CONTRACT AREA.DWG

CITY OF COFFEYVILLE
AGREEMENT TO PROVIDE MOWING SERVICES
AT THE COFFEYVILLE MUNICIPAL AIRPORT

THIS AGREEMENT made and entered into this 23rd day of April, 2013 by and between the City of Coffeyville, 7th and Walnut, P.O. Box 1629, Coffeyville, Kansas 67337, hereinafter called the "City," and Dave's Lawn Service, hereinafter called the "Contractor."

WITNESSETH**,** that the Contractor and the City for the consideration stated herein mutually agree as follows:

1. STATEMENT OF WORK: The Contractor shall furnish all supervision, labor, materials, suitable machinery, tools, commercial-grade equipment (including back-up equipment available in case of breakdown) and services, and perform and complete all work in an efficient and workmanlike manner, as follows: Mowing City-owned property consisting of 18 acres to less than 4" in height, and City-owned property consisting of 16 acres to be bush hog mowed as and when assigned to do so by City. The proposed mowing areas are shown on an accompanying map entitled City of Coffeyville Airport Mowing, dated March 4, 2013. In connection therewith, the Contractor shall:

A. Inspect the lots prior to cutting the grass; remove and properly dispose of all trash or debris from the lots prior to mowing; pick up and properly dispose of any trash or debris on and around the lots after mowing in order to leave the lot in a reasonably clean condition; and remove all grass clippings from the sidewalk and adjacent street.

B. Use such mowing equipment, including a push or riding lawnmower, a weed trimmer or other hand tools and equipment, as necessary, to mow inside of fences or other enclosed spaces, trim tall grass along buildings, trees, fences, sidewalks, curbs or other such obstructions, and remove weeds or vegetation that may be considered noxious, poisonous or hazardous from the entire lot, including the front yard, back yard, side yard and alley ways.

C. Complete the work to the complete satisfaction of the Airport Coordinator. If, in the opinion of the Airport Coordinator, the appearance of a particular lot is such that it requires double mowing, the Contractor may do so if authorized, in advance, by the Airport Coordinator. Mowing shall be performed once a month.

2. NON-EXCLUSIVE AGREEMENT: This is not an exclusive or requirements contract. The City may, at its sole discretion, employ other or additional contractors for mowing at any time the City deems it desirable to do so. The Contractor shall mow lots only when directed to do so by the Airport Coordinator. The execution of this Agreement does not guarantee that any work will be assigned to the Contractor.

3. CONTRACT PRICE: The City will pay the Contractor for performance of the Contract in current funds, the lump sum amount $712 per time. The City may, before making payment, require the Contractor to furnish releases or receipts from any or all persons performing work, or supplying material or services to the Contractor, or any subcontractor, under this Contract, if deemed necessary to protect its interests.

4. SUBCONTRACTS: The Contractor shall not execute an agreement with any subcontractor or permit any subcontractor to perform any work included in this Contract without the advance, written approval of the City.

5. CARE OF WORK: The Contractor shall be responsible for all damages to persons or property that occur as a result of his fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all work performed until completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by the City.

6. ACCIDENT PREVENTION:

A. The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons and property, either on or off the site, which occur as a result of his prosecution of the work. Contractor shall take or cause to be taken such additional safety and health measures as the City may determine to be reasonably necessary.

B. The Contractor shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of work under the Contract. The Contractor shall promptly furnish the City with reports concerning these matters.

6. INDEMNIFICATION OF THE CITY: The Contractor shall defend, indemnify and save harmless the City from liability for any injury, including death, or damages to persons or property resulting from the performance of the work under this Agreement.

7. INSURANCE:

A. The Contractor shall carry or require that there be carried worker's compensation insurance for Contractor's employees, and those of Contractor's authorized subcontractors engaged in work, in accordance with the Kansas Worker's Compensation Act.

B. The Contractor shall carry or require that there be carried commercial and public liability insurance with limits of not less than $1,000,000.00 per incident to protect the Contractor, his authorized subcontractors, and the City against claims for injury to any person or property, including death, which may occur or result from work performed under this Agreement. The City shall be named as an additional insured on the policy and a Certificate of Insurance shall be provided to the City prior to Contractor engaging in any work hereunder.

8. EQUAL EMPLOYMENT OPPORTUNITY: During the performance of this Contract, the Contractor agrees as follows:

A. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, gender or disability. The Contractor will take affirmative action to ensure that applicants are employed, and the employees are treated during employment, without regard to their race, creed, color or national origin, gender or disability. Such action shall include, but not be limited to, the following: employment layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause.

B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, gender or disability.

C. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, providing the foregoing provisions shall not apply to contracts for standard commercial supplies or raw materials.

9. INTEREST OF CERTAIN FEDERAL AND OTHER OFFICIALS: No officer, employee, or member of the governing body of the City who exercises any functions or responsibilities in connection with the carrying out of the Project to which the Contract pertains shall have any private interest, direct or indirect, in this Contract.

10. INSPECTION BY THE CITY: The City shall have the right to inspect the work at all times, including upon completion; said inspection shall be as to progress and quality of work only, not as to the Contractor's methods of operation. It is specifically agreed by the parties that the Contractor is an independent contractor, and that no employer/employee relationship exists between the parties.

11. TIME FOR COMPLETION: The work assigned to the Contractor under this Agreement shall be commenced within three (3) days after written or verbal notice to proceed is given on individual work orders. All work is to be performed in a timely manner and within reasonable limitations with respect to inclement weather conditions or mechanical equipment failure.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

CITY OF COFFEYVILLE, KANSAS

By: _____
David George, Mayor

ATTEST:

_____
Cindy Price, City Clerk

CONTRACTOR:

By: _____