

AN ORDINANCE AUTHORIZING THE CITY OF HAMILTON TO ENTER INTO A CONTRACT FOR MOWING SERVICE WITH BUNTIN MOWING AND LANDSCAPING

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF HAMILTON, MISSOURI AS FOLLOWS TO WIT:

SECTION 1: The Mayor and Clerk of the City of Hamilton, Missouri are hereby authorized on behalf of the City of Hamilton, Missouri, to enter into a contract attached mowing service with Buntin Mowing and Landscaping on the terms and conditions set forth on the attached bid specifications and bid.

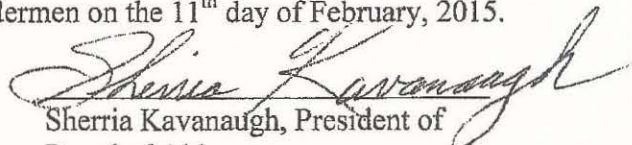
SECTION 2: This ordinance repeals any prior ordinance or parts of any prior ordinance that might be in conflict herewith.

SECTION 3: This ordinance shall be in full force and effect from and after the date of its passage and approval.

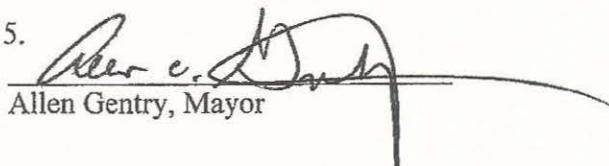
SECTION 4: That if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The Board of Aldermen hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

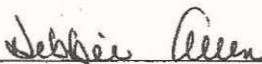
A copy of this Ordinance has been made available for public inspection prior to its adoption by the Board of Aldermen and this bill was read by title in the open meeting two times prior to its final passage.

Passed and approved by the Board of Aldermen on the 11th day of February, 2015.


Sherria Kavanaugh, President of Board of Aldermen

Approved this the 11th day of February, 2015.


Allen Gentry, Mayor

Attest: 
Debbie Allen, City Clerk

Vote: Kavanaugh-aye, Sullivan-aye, Trospen-aye - Moss-absent

CONTRACT FOR MOWING SERVICES

This Contract is entered into between the City of Hamilton, Missouri (City) and Buntin Mowing and Landscaping, called "Contractor".

A. SCOPE OF SERVICES

The Contactor will provide to the City on City owned properties Professional Mowing Services as follows:

1. General mowing services of City owned properties when needed.
2. Mowing times at discretion of City Administrator.
3. For the 2015 grass growing season.
4. Capability of responding to work orders within forty-eight (48) hours.

B. INSURANCE

Contractor performing mowing for the City of Hamilton is required to carry minimum insurance on their company as follows:

- (1) Personal Liability -- \$100,000.00 per person and \$300,000.00 for additional persons.
- (2) Property Damage -- \$50,000.00

The contractor is also required to carry a rider on the insurance policy, adding the City of Hamilton as an additional insured. A Certificate of Insurance and a proof that City is an additional insured must be presented to the City on request.

C. PRICE

The Contactor is paid on a set fee per mowing as set forth on the accepted attached bid of the Contractor.

The Contractor will submit an invoice for payment after each mowing and the invoice will be paid on the same time as other invoices to the City are paid (15th and last day of month).

D. INDEPENDENT CONTRACTOR. The Contractor is an independent contractor, controls the method of doing its work, and is not an employee of the City. The Contractor shall not receive any employee benefits. The Contractor is not covered by any insurance of the City.

E. EQUIPMENT. The Contractor shall furnish all equipment required for grass mowing including: a push mower and/or riding mower for lots; a leaf blower for cleanup; and one or more weed eaters for required trim work.

F. TIMELY WORK. The City requires that all work orders be completed within 48 hours of the work order being issued. If the Contractor cannot meet this requirement due to rain or another unforeseen reason, the Contractor should contact the City Administrator.

G. MOWING REQUIREMENTS. Mowing requirements shall be as follows:

- (1) Most lots shall be cut to a height not to exceed three (3) inches.

(2)Vegetation should be cut up to the street pavement, including any adjacent ditches, right of-way or easements. (This includes any area between the property line and the curb or street pavement line of any adjacent street or alley).

Trimming shall be done around any tree, shrubbery, utility poles or other obstruction located in these areas.

(3) Trim work is required on all properties. This includes areas along fence lines, foundations, walkways, lawn statuary and any other items located on the lot.

H. WORK LIMITATIONS. The Contractor is expected to perform all abatements in a professional manner. Contractors must exhibit good conduct when working on City job. No work shall be performed between the hours of 9:00 p.m. and 7:00 a.m. Monday thru Saturday and between the hours of 9:00 p.m. and 8:00 a.m. on Sunday. If the contractor has any questions regarding the work to be performed, or if the contractor encounters an unusual situation, he/she should contact the City Administrator immediately.

I. INVOICES. After the work order is completed, the Contractor shall submit an invoice within two (2) business days of the work being completed.

J. REFUSAL TO PAY; TERMINATION. The City reserves the right to refuse payment of work orders if any of the above requirements are not satisfied. If the City is not satisfied with the work of the Contractor, the City will notify the Contractor in writing of the defective work. If the Contractor does not cure the defects within 3 days of the mailing date of the notice, or if the City has to send notice more than 2 times on the same type of work defect, then the City may terminate this contract without further notice.

K. HOLD HARMLESS AGREEMENT:

The Contract shall hold the City, its Aldermen, Mayor, Officers, Employees and Agents (collectively the "City") harmless against and indemnify the City from any and all losses, penalties, damages, settlements, costs, charges or other expenses (including attorney fees and court costs) and liabilities resulting from the errors, omissions, or negligent acts by the Contractor and its employees, agents or representatives.

L. BINDING EFFECT. This contract is binding on the parties and their respective heirs, personal representatives, successors and assigns.

Signed in multiple originals the date and year set forth above.

CITY OF HAMILTON, MISSOURI

CONTRACTOR

BY: _____
Allen Gentry, Mayor

Attest: _____
Debbie Allen, City Clerk

City of Hamilton
Mowing Bids

The Hamilton Board of Aldermen is accepting bids to mow/trim selected City properties. Interested parties should pick up a list and description of the sites at City Hall. Each site listed should be bid on separately per mowing and all sites as a whole. Mowing during the growing season shall be done weekly. Mowing during dry weather is at the discretion of the City Administrator. Bid deadline is February 10, 2015 at 5:00 p.m. The City of Hamilton is an equal opportunity employer.

BID TOTALS

Location	Buntin	Hosman	Stone Scapes	Hill
J.C. Penney House and Grounds	\$25	45	60	75
Penney Park north side of ER Penney	\$25	35	35	35
East of N Ardinger between 7 th and 8 th	\$35	65	45	45
Swimming Pool and Park Area	\$25	75	40	40
Tennis Court and Park Area	\$35	120	45	110
City Hall/Probation Building	\$30	55	45	50
Cemetery on West Harris Street	\$30	165	90	60
Ball Field on West School Street	\$40	165	65	80
Strip by Casey's	\$10	10	25	20
Penney Museum	\$15	10	10	30
Total all properties per mowing:	\$270	\$745	\$460	\$545