

BILL NO. 0309162

ORDINANCE NO. 1596

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 for mowing service with BUNTIN MOWING and LANDSCAPING on the terms and conditions set forth on the attached bid specifications, bid, and contract.

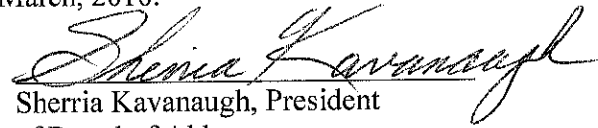
**SECTION 2:** This ordinance repeals any prior ordinance or parts of any prior ordinance that might be in conflict herewith.

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

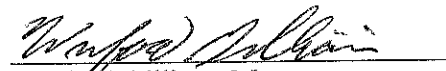
**SECTION 4:** That if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The Board of Aldermen hereby declares that it would have passed this ordinance, 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.

Adopted by the Board of Aldermen this 9th day of March, 2016.

  
Sherria Kavanaugh, President  
of Board of Aldermen

Approved on this 9th day of March, 2016.

  
Winford Gilliam, Mayor

Attest:   
Debra Davis, City Clerk

*Mass-eye, Trapper-eye, Kavanaugh-eye, Swerin-eye*

## CONTRACT FOR MOWING SERVICES

This Contract for mowing services is entered into between the City of Hamilton, Missouri (the "City") and BURTIN MOWING and LANDSCAPING, (the "Contractor") on March 9, 2016.

### A. SCOPE OF SERVICES AND TERM

The Contractor 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. Capability of responding to work orders within forty-eight (48) hours.

The term of the contract is for the following grass growing seasons: 2016, 2017, and 2018.

### B. INSURANCE

Contractor performing mowing for the City of Hamilton is required to carry the following minimum insurance with a deductible not to exceed \$1,000.00 during the term of the contract as follows:

- (1) Public Liability -- \$100,000.00 per person and \$300,000.00 per occurrence.
- (2) Property Damage -- \$50,000.00.

The Contractor shall name the City of Hamilton as an additional insured on such insurance. A Certificate of Insurance and a proof that City is an additional insured must be presented to the City from time to time upon request.

### C. FEE

The Contractor 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 (15<sup>th</sup> 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. The Contractor must have a business license from the City and must be current on all taxes and other debts owed to the City during the term of the contract.

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 work in a professional manner. Contractor and its employees must exhibit good conduct when working on the 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 to the City Clerk 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 invoices if any of the above requirements are not satisfied. If the City is not satisfied with the work of the Contractor or if the Contractor is otherwise in default under this Contract, then the City will notify the Contractor in writing of the defective work. If the Contractor does not cure the default 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 default within a 1 year period, then the City may terminate this Contract without further notice.

K. HOLD HARMLESS AGREEMENT:

The Contract shall indemnify and hold the City, its Aldermen, Mayor, Officers, Employees and Agents (collectively the "City") harmless from any and all liability, causes of action, lawsuits, losses, penalties, damages, settlements, costs, charges or other expenses (including attorney fees and court costs) 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

BY: Winford Gilliam  
Winford Gilliam, Mayor

CONTRACTOR

Christyler DBA

Attest: Debra Davis  
Debra Davis, 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. A multiple year bid will be considered. Bid deadline is February 26, 2016 at 5:00 p.m. The City of Hamilton is an equal opportunity employer.

**Mowing Bid Locations**

Location	Bid per Mowing
J.C. Penney House and Ground	\$ <u>35</u>
Penney Park north side of ER Penney East of N Ardinger between 7 <sup>th</sup> and 8 <sup>th</sup>	\$ <u>30</u>
Swimming Pool and Park Area	\$ <u>40</u>
Tennis Court and Park Area	\$ <u>35</u>
City Hall/Probation Building	\$ <u>55</u>
Cemetery on West Harris Street	\$ <u>30</u>
Ball Field on West School Street	\$ <u>55</u>
Strip by Casey's	\$ <u>15</u>
Penney Museum	\$ <u>15</u>
<b>Total all properties per mowing (2016 season)</b>	\$ <u>330</u>
(2017 season)	\$ <u>330</u>
(2018 season)	\$ <u>330</u>

BURTIN MOWING AND LANDSCAPING

Chris D. Burtin