



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
June 24, 2021

Department Safety & Code Enforcement

Director Approval David Cowan

AGENDA ITEM Consider approval of an agreement for nuisance mowing.

SUMMARY RECOMMENDATION City staff recommends approval of nuisance mowing agreement.

BACKGROUND The City of Independence was unable to come to agreement with R&R mowing on the previous nuisance mowing contract. Therefore, we are going to the second low bid with J&S Contractors for nuisance mowing.

SUGGESTED MOTION I move to award the nuisance mowing contract to J&S Contractors.

SUPPORTING DOCUMENTS Scope of Work/Proposal



"Delivering Excellence"

Scope of Work - Nuisance Lots

Nuisance lots are property that has been cited by the City code enforcement office for tall grass and have failed to mow the property.

The Contractor awarded the Nuisance contract will be responsible for following the following procedures for mowing nuisance.

- The Contractor will be given a City email address that notices to mow will be sent
- Arrival at the nuisance lot.
 - The Contractor will inform the Code Enforcement officer the lot has been mowed. Code Enforcement will inspect and take picture.
- Mowing nuisance lots:
 - Mowing height is 3.0 inches, max (4.0")
 - Grass clippings will not be mowed or blown into the streets or roads
 - Mowing over garbage is prohibited
 - All garbage must be picked up and disposed of
 - Damage to trees, light posts, sign posts, etc. by mowers or string trimmers is prohibited
 - Equipment operators must wear at all times high visibility reflective safety vests, jackets, or shirts while operating equipment in road ROW
 - Weed Eater trimming around building, fences, etc.
- If the property owner has mowed a nuisance lot prior to the arrival of the Contractor, Contractor will notify the code enforcement officer so she can take a picture of the lot and there is no charge.
- The Contractor has (3) days to respond to a City nuisance lot mowing Request. If unable to mow within (3) days, Contractor will notify City for the reason of the delay. Weather will be considered.
- Yards will be inspected by code enforcement when completed for payment.

Applicant Qualifications

1. Must have mowing equipment
2. Submit a certificate of liability insurance and automobile/mowing equipment insurance and meet the following liability limits if awarded a maintenance contract: \$1.0 million per occurrence.
3. As an Independent Contractor you are responsible for all injuries and workers compensation coverage.
4. Specify the staff to be involved (primary contact, mowing operators, single proprietor, clerical contact, and owner or owner's agent).

EXHIBIT "B"



"Delivering Excellence"

Terms and Conditions

1. Bidders shall inform themselves of all the conditions under which the work is to be performed concerning the work site, the obstacles that may be encountered, and all other relevant matters concerning the work to be performed under this contract.
2. It is mutually understood and agreed that the applicant shall not assign, transfer, convey, sublet, or otherwise dispose of this contract or his right, title, or interest therein, or his power to execute such contract, to any other person, firm, or corporation, without the previous written consent of an authorized representative of the City of Independence; but in no case shall consent relieve the applicant from his obligations or change the terms of the contract.
3. The Applicant shall supply cell phone numbers. The applicant shall return all calls or pages within one hour of the City placing the call. On-site response time for complaints must be made within 24 hours of the City's initial call. Failure to comply with the accessibility requirements shall be deemed substandard work and subject to termination of the agreement.
4. Payment will be submitted after the yard is inspected by the code enforcement officer. City of Independence pays every two weeks. Applicants will be provided with detailed payment instructions if hired.
5. The contract may be canceled by the City in whole or in part by written notice of default to the applicant upon nonperformance or violation of contract terms. The City of Independence reserves the right to terminate the service at any time during the term of the contract.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/12/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Jim Gill Agency 215 W Main Cherryvale KS 67335	CONTACT NAME:		
	PHONE (A/C, No, Ext):	(620) 336-3812	FAX (A/C, No): (620) 336-2728
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE	NAIC #	
	INSURER A: Columbia Insurance group	40371	
INSURED J & S Enterprise LLC 5523 County Road 4800 Cherryvale KS 67335-	INSURER B: NCCI		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		
	INSURER G:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			CTPKS38882	03/14/2021	03/14/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea.occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CAPKS0000027905	03/07/2021	03/07/2022	COMBINED SINGLE LIMIT (Ea. accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accidnt) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$ \$
B	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below			R2WC168544	08/25/2020	08/25/2021	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

No holders

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

David Cowan
Asst. City Manager
811 W. Laurel St.
Independence, Kansas 67301
davidc@independenceks.gov

List of Lawn Equipment:

- 16' Dump Trailer
- 1988 Chevy 3500
- 2005 Chevy 2500
- 2018 Hustler SuperZ 72"
- 2019 Hustler SuperZ 72"
- 2019 Hustler SuperZ 60" with bagger
- 2012 Hustler Fast Track SD 52"
- 16' Landscape Trailer
- 14' Landscape Trailer
- UTV with 60-gallon sprayer
- Lots of Sthil blowers, weed eaters, chainsaws, hedge clippers, and misc tools.

David Cowan
Asst. City Manager
811 W. Laurel St.
Independence, Kansas 67301
davide@independencesks.gov

Staff to be involved:

Owner/Operator/Clerical: Stephanie L. Goins

Owner/Operator: Jared Goins

Project Manager: Bryce Peterson

Additional workers as needed

Emergency Contact: Jeff Goins -- 620-252-9213

David Cowan
Asst. City Manager
811 W. Laurel St.
Independence, Kansas 67301
davidc@independencesks.gov

Account References:

Zach Clemons (Fed Ex)
(712) 314-9101
2568416@fedex.com
1017 N Liberty St
Cherryvale, KS 67335

Sam Blackard
(620) 205-9292
samblackard@psbcherryvale.com

Chris Hammerschmidt – US Army Corps of Engineers
(620) 249-8820
christopher.l.hammerschmidt@usace.army.mil

David Cowan
Asst. City Manager
811 W. Laurel St.
Independence, Kansas 67301
davidc@independenceks.gov

Dear David:

My name is Jared Goins. I along with my wife (Stephanie Goins) own and operate J & S Enterprise LLC located at 5523 County Road 4800, Cherryvale, KS 67335, phone numbers "Jared's (620) 515-2945 and Stephanie's (620) 714-1275", and email address "j.goins11@outlook.com". We have been in the mowing business for over fifteen years. We take pride in our name, workmanship, and equipment. We are very particular about the quality of work we provide and mow specifically to the customers' needs and desires. We only hire experienced and conscientious employees that take pride in their work. We use the latest equipment to eliminate wasted time and work more efficiently. We have several past customers we have provided service to and several that we are currently still serving. These customers include several nursing home facilities, Fed Ex, wedding venues, storages units, and convenience stores. These customers have specific requirements for mowing height, debris clearing, and clippings disposal. We also provide landscaping and spraying services. We make it our goal to adhere to a high standard of safety with our employees and equipment. Jared, Stephanie, and our employees would not have a conflict of interest with respect to this proposal. We are currently in the process of obtaining our city occupational license.

Price per lot: \$35