



MEMORANDUM

To: Mayor and City Councilors

From: Rich Olson, City Manager

Date: April 24, 2015

Re: Consideration – Authorization to Execute Contract for Cemetery Mowing for Fiscal Year 2015-2016

BACKGROUND:

Each year, the City of Elizabeth City contracts with a local company for the maintenance (grass cutting and removal of debris) of the eight (8) cemeteries located within the City. These cemeteries are Old Hollywood (Road Street and Peartree Road), Old Oak Grove (Peartree Road), Highland Park (Peartree Road), Episcopal (Ehringhaus Street and Shepherd Street), Love/Burke (Hughes Blvd and Burke Street), First Baptist Church (Colonial Avenue), Culpepper (Culpepper Street) and Herrington Road and "B" Street. Sunshine of Elizabeth City (formerly M & W Farms) was awarded the contract in 1988 for \$39,000 and it remained at that price until 2007 when a new section of Old Oak Grove was added to the contract. The contract price was then increased to \$42,000 and remained at that price until 2012. Staff was instructed by the City Council to advertise the cemetery contract for FY 2012-2013. Staff did modify the 2012-13 bids slightly to reflect the community's wishes of not spraying round-up around grave markers/headstones. Five bids were received and ranged in prices from \$41,999 to \$127,500.

ANALYSIS:

Glen Needham, D/B/A K-9 Lawn Care received the 2012-13 cemetery bid contract at a price of \$41,999. We have been extremely pleased with the services we have received from K-9. Our cemeteries have been very well maintained and we receive compliments from the community about how well they look. K-9 is extremely conscious of details surrounding the ground maintenance near grave markers/headstones. K-9 has sprayed for weeds and treated for fire ants each year at no additional expense to the City. This attention to detail has given our cemeteries a much better appearance. K-9

Lawn Care has offered to continue maintaining the eight (8) cemeteries during the FY 2015-2016 for the same price of \$41,999.

A copy of the proposed agreement is attached for your reference.

The City Attorney has reviewed and approved the document as to form.

FINANCIAL:

The Finance Committee discussed this matter during their meeting of April 24, 2015. Upon motion made by Mayor Peel, seconded by Councilman Donnelly, the committee unanimously recommended approval by the City Council during the meeting of April 27, 2015.

STAFF RECOMMENDATION:

By motion, authorize renewal of the cemetery mowing contract for the FY 2015-2016 with Glen Needham D/B/A K-9 Lawn Care for \$41,999 for the maintenance of eight cemeteries located in Elizabeth City.

BW/vdw

NORTH CAROLINA

PASQUOTANK COUNTY

THIS contract made and entered into this _____ day of April, 2015 by and between THE CITY OF ELIZABETH CITY (hereinafter referred to as "City") and Glen Needham, D/B/A K-9 Lawn Care (hereinafter referred to as "K-9 Lawn Care.")

W I T N E S S E T H :

WHEREAS, City has heretofore maintained eight (8) cemeteries located within the City of Elizabeth through the use of City employees; and

WHEREAS City desires to hire an independent contractor to perform such services and K-9 Lawn Care so desires the opportunity to provide those services;

NOW THEREFORE, it is hereby agreed by the parties as follows:

1. Services to be performed. K-9 Lawn Care shall:
 - a) Perform in a diligent and workmanlike manner all required maintenance at each of the eight (8) cemeteries identified as follows: *Old Hollywood Cemetery at South Road Street, Highland (Hyland) Park Cemetery at Peartree Road, Love Cemetery at Hughes Boulevard, Old Oak Grove Cemetery at Peartree Road, First Baptist Church Cemetery at Colonial Avenue, Christ Episcopal Church Cemetery at Ehringhaus Street, Cemetery at Culpepper Street and Cemetery at corner of Herrington Road and "B" Street.*
 - b) Provide everything necessary to perform and complete the maintenance services and work at such cemeteries, including without limitation all labor, equipment, fuel, chemicals, tools, materials and supplies.
 - c) Provide qualified employees (supervisory and others) to discharge the maintenance services and work required by this Agreement in

a manner consistent with the terms hereof.

2. Maintenance Services Required. Included in the services and work to be performed by K-9 Lawn Care at each cemetery listed, but not by way of limitation, are the following:

a) Grass shall be periodically and regularly cut and mowed such that same does not exceed three (3) inches in height. Weeds shall be periodically and regularly cut and trimmed such that same do not exceed two (2) inches in height.

b) Grass, weeds and turf around fences, headstones, footstones, tombstones and other structures located at each cemetery shall be periodically and regularly cut and mowed such that same do not exceed three (3) inches in height.

c) Any leaves, dead foliage, vegetation and limbs, or other debris, including litter and trash, shall be periodically raked and otherwise removed from each cemetery. In the fall of the year, said removal shall occur at least once every two weeks. All such materials removed shall be disposed of in a lawful manner at an authorized site.

d) Any areas which settle or otherwise leave depressions around grave sites shall be filled in and leveled as soon as practical after discovery to avoid injury to cemetery visitors and maintenance employees and to avoid damage to grave sites and all stones or markers associated therewith.

3. Covenants of Contractor. In the performance of the work and services so as to avoid injury to persons and property, including the grave sites, stones and markers associated therewith and other cemetery structures

a) To use due care throughout the performance of the work and services so as to avoid injury to persons and property, including the grave sites, stones and markers associated therewith and other cemetery

structure.

b) To employ, or cause to be employed, only persons who are fit and skilled in the work or service assigned.

c) To enforce, or cause to be enforced strict discipline and good order among the employees assigned by K-9 Lawn Care to discharge the work and services or any portion thereof. Proper respect for the deceased, grave sites, markers or stones shall be maintained at all times by K-9 Lawn Care or its employees within the vicinity of a funeral in progress at a listed cemetery, no natural flowers or plants shall be removed from graves prior to expiration of thirty (30) days from placement unless otherwise requested by the family of the deceased and no artificial flowers or plants affixed to a grave site shall be removed unless the family of the deceased so requests or unless same interferes with the maintenance services around the grave site.

(d) To cause all of K-9 Lawn Care employees to abide by applicable safety rules and all local, state or federal laws, regulations or ordinances applicable to the performance of the services and work at the eight (8) cemeteries.

(e) To report to City any unsafe conditions, any damage to property at a listed cemetery and any injury to persons at a listed cemetery, which K-9 Lawn Care and its employees may be made aware of.

(f) To refrain from using any type of chemical in discharging K-9 Lawn Care work and services at the listed cemeteries, except Round Up or Primatol, without the City's prior written permission. Absolutely no chemicals which are biodegradable shall be permitted. Chemicals may not be sprayed around grave stones or markers.

(g) To cooperate with the City in preserving and maintaining attractive and well kept cemeteries.

(h) To secure and maintain throughout the term of the

Agreement public liability insurance in the minimum amount of \$50,000.00 per incident to protect the public from injury or damage caused by K-9 Lawn Care during performance of the services of this contract and to secure and maintain throughout the term of this Agreement. Workers Compensation Insurance applicable to its employees. Proof of such insurance coverage is required.

4. Term. The contract and the work and services provided for herein shall commence July 1, 2015, and shall terminate on June 30, 2016, unless sooner terminated as herein provided.

5. Contract Bid and Payment. Glen Needham, D/B/A K-9 Lawn Care submits a bid of \$41,999.00 as compensation for performance of this contract. Said sum will be paid on a monthly basis in equal installments of \$3,499.91 during the term of this agreement commencing July 1, 2015 and thereafter on the 1st day of each month during the term so long as this agreement has not been sooner terminated as herein after provided.

6. Indemnity. Glen, Needham, D/B/A K-9 Lawn Care will assume all liability for and agrees to defend, indemnify and hold the Owner, its employees and agents, harmless from and against all demands and any liability sought to be imposed upon Owner, its employees and agents, of whatsoever character, whether direct or indirect and all loss, damage, costs and expense, including attorney fees, arising from or in any way connected with our operations hereunder. Same shall include but not be limited to bodily injury, sickness and/or disease, including death and property damage. Glen Needham, D/B/A K-9 Lawn Care shall also be liable to City and/or the Owner of any grave site for the costs of repair or replacement of any grave site, stone or marker, fence or other structure located on a listed cemetery damaged by K-9 Lawn Care or its employees during the performance of the work and services called for in this Agreement.

7. Termination. The City may terminate this contract and agreement prior to the expiration of the terms hereof upon thirty (30) days prior written notice to Glen Needham, D/B/A K-9 Lawn Care. No further compensation shall be due K-9 Lawn Care after the effective date of termination.

8. Inspection. Glen Needham, D/B/A K-9 Lawn Care agrees that the City may inspect K-9 Lawn Care's work and services at any time during the term hereof and agrees to cooperate with the City to the extent suggestions are made by the City as to the time or manner of performance of such work and services.

9. Assignment and Subcontracting. Glen Needham, D/B/A K-9 Lawn Care shall not assign or subcontract any part of this Agreement and contract without the prior written consent of City, nor shall K-9 Lawn Care assign any moneys due or to become due to it hereunder without the written consent of the City.

10. Notices. Any notices required or permitted hereunder shall be sent by mailing same, first class U.S. Mail, postage prepaid to the parties as follows:

City of Elizabeth City
PO Box 347
Elizabeth City, NC 27909
ATTN: City Manager

Glen Needham
D/B/A K-9 Lawn Care
P. O. Box 2628
Elizabeth City, NC 27906

11. Relationship to the Parties. The work and services shall be performed by K-9 Lawn Care as an independent contractor and its employees shall at all times be under its direction and control. K-9 Lawn Care shall have full power and authority to select the means, manner and method of performing the work and services without detail, control or direction by the City. Any suggestions by the City shall be communicated

to one or more of the General Partners of K-9 Lawn Care who will be responsible for implementing any suggestions agreed to.

12. Governing Law. This agreement and all matters with reference thereto shall be governed by the law of North Carolina.

13. Entire Contract. This contract and agreement contains the entire agreement between Glen Needham, D/B/A K-9 Lawn Care and the City and supersedes all prior negotiations and dealings. No change, addition or modification shall be binding unless in writing signed by the parties. No waiver of any breach shall be constructed as a waiver of any subsequent breach whether of the same or a different provision.

14. Severability. In the event any provision of this Agreement is declared invalid, same is severable and the remaining provisions shall be valid and binding.

CITY OF ELIZABETH CITY

BY: _____

Mayor

(CITY SEAL)

ATTEST:

City Clerk

BY: _____
Owner/Partner Title

Business Name: _____

Address: _____

Phone: _____

Email: _____