



CITY OF MADISON, INDIANA

**2022 MOWING
CONTRACT**

MADISON MUNICIPAL AIRPORT

MOWING CONTRACT

This indenture in witnesseth, that the City of Madison Board of Aviation Commissioners, of Madison Indiana, hereinafter referred to as "OPERATOR", hereby contracts **CONTRACTOR NAME** hereinafter referred to as "CONTRACTOR", to mow, trim weeds, and clear brush on certain areas located at the real estate in Jefferson County, Indiana located on the Madison Municipal Airport. The parties recognize that these areas are located on Madison Municipal Airport real estate located in Jefferson County, Indiana as defined in the following scope of work compile an area of roughly **75-80 acres**.

1. SCOPE OF WORK

CONTRACTOR shall perform the tasks outlined in the scope of work as agreed to and understood by the parties, and shall provide all equipment, labor, and materials necessary for completing such tasks.

A. Mowing

i. Areas to be mowed (depicted in Figure 1, Figure 2, and Figure 3)

1. Area defined as 400' from either end of the runway by 250' from the runway centerline.
2. Area defined as 66' ft from taxiway centerline
3. Areas not mowed by Madison Municipal Airport
4. Area defined as 100' radius from AWOS enclosure (**no vegetation in excess of 10 inches in height**)
5. Area defined as 10' inside the perimeter fence
6. Area between perimeter fence and roadways including ditches as well as the area that is 10' outside the perimeter fence where roadways do not boarder the fence
7. Area around windsock and segmented circle

ii. Mowing intervals

1. The areas as defined above shall be mowed as needed or at an interval of no more than **2-3 weeks or a height of 8 inches**. Mowing intervals may be adjusted by the Madison Municipal Airport around special events to allow for enhanced aesthetics.

iii. Mowing description (depicted in Figure 3)

1. Areas around lights and aircraft operation areas (edges of runway, taxiway, apron) shall be finish mowed to a height of **4 inches or less**.
2. All other areas may be mowed or bush hogged to a height of **6 inches or less**.

B. Weed trimming

i. Areas to be trimmed

1. Runway and taxiway lighting
2. Perimeter fence
3. Fenced in enclosures
4. Signage
5. Ditches
6. Areas inaccessible to mowing equipment

ii. Trimming intervals

1. The areas as defined above shall be trimmed as needed or at an interval of no more than **2-3 weeks or a height of 8 inches**. Mowing intervals may be adjusted by the Madison Municipal Airport around special events to allow for enhanced aesthetics.

C. Brush Clearing

i. Maintain minimal brush and undergrowth

1. Keep brush and tree limbs away from perimeter fence
2. Keep brush trimmed from areas near obstacle lighting
3. Keep undergrowth trimmed near hangars
4. Other Areas As needed if directed by Airport Director

2. TERM OF CONTRACT

The term of this contract shall be **(#) DURATION** beginning **BEGINNING DATE** and shall expire on **ENDING DATE**. The parties recognize that this is not a renewable contract unless the parties execute another contract for future years.

3. CONSIDERATION

In payment for the duties under this Contract, the Contractor shall be paid **\$AMOUNT** per mowing. This rate shall remain at **\$AMOUNT** per mowing without escalation during the term of this contract. Contractor will submit a claim to the City Clerk Treasurers Office of the City of Madison for payment following each mowing. Contractor shall send claim to:

**Office of the Clerk Treasurer City of Madison
Madison Municipal Airport
101 West Main Street
Madison, IN 47250**

Invoice Must Include: Work Performed and Date of Work Performed

4. INSURANCE

- A. **Proof of any Workmen's Compensation Insurance** for any employees, if any, and shall further be responsible for all injury to person or damage to property on the Madison Municipal Airport real estate caused by the negligence or misconduct of CONTRACTOR or any of its employees or agents in performing this contract.
- B. **Proof of Liability Insurance** shall be filed with the City Board of Aviation Commissioners for the City of Madison, Indiana, through the City Clerk's Office prior to any performance of duties of CONTRACTOR under this contract. **CONTRACTOR shall have The City of Madison, Indiana and the Madison Municipal Airport named additionally insured on the policy.** CONTRACTOR shall procure and maintain during the Contract Term public liability and property damage insurance with a responsible insurance company with limits of not less than \$500,000 for injury to one person, \$1,000,000 for injury to two or more persons in one occurrence and \$100,000 for damage to property. Such insurance shall cover all risks arising directly or indirectly out CONTRACTOR's activities on or any condition of the Contracted Premises whether or not caused or contributed to by OPERATOR's negligence. Such insurance shall also protect CONTRACTOR against the claims of OPERATOR on account of any obligations assumed by CONTRACTOR in this Contract (see Paragraph "11 DEFAULT" of this contract), and shall protect OPERATOR and CONTRACTOR against claims of third persons.

5. INDEMNIFICATION/RELEASE/HOLD HARMLESS

- A. CONTRACTOR shall indemnify and defend OPERATOR from any claim, loss, or liability arising out of or related to any activity of CONTRACTOR on the Leased Premises or any condition of the Leased Premises in the Possession or under the control of the CONTRACTOR. CONTRACTOR's duty to indemnify shall not apply to or prevent any claim by CONTRACTOR against OPERATOR for injury or damage to CONTRACTOR or CONTRACTOR's property for which OPERATOR may be liable.
- B. In no event and under no circumstances will OPERATOR, their employees, agents, officers, or directors, be liable to CONTRACTOR for any direct, indirect, incidental, or consequential damages suffered by CONTRACTOR by reason of his farming of the Leased Premises.
- C. OPERATOR shall not be liable for injury to CONTRACTOR's business or any loss of income therefrom or for damage to CONTRACTOR's crops, employees, invitees, customers, or any other persons, on or about the Leased Premises, nor shall OPERATOR, their employees, agents, officers, or directors, be liable or any injury to the person of CONTRACTOR, CONTRACTOR's employees, agents, officers, directors, invitees, or customers, whether or not said damages or injuries result from conditions arising upon the Leased Premises.

6. NO PARTNERSHIP, AGENCY, OR EMPLOYMENT

This agreement is one of lease and not of partnership, agency, or employment. CONTRACTOR is an independent contractor. OPERATOR shall not become responsible for any debts contracted by CONTRACTOR.

7. AIRPORT OPERATIONS AREA/EQUIPMENT SAFETY (FIGURE 4)

Operations within the AOA should be in compliance with the FAA rules and regulations. Equipment operated by the Contractor shall not conflict and/or pose a hazard to themselves or aircraft. Aircraft operations and emergency vehicles shall have the right of way at all times. CONTRACTOR shall not allow employees, including subcontractors and suppliers, to cross or proceed on to any active runway, taxiway, Safety Area, or Aircraft Movement Area without proper authorization. Additionally:

- A.** All equipment and vehicles shall be flagged with an orange flag or have flashing dome type lights while in the AOA.
- B.** All personnel working with AOA must wear bright colored clothing (ANSI 107-2010).
- C.** All personnel working within AOA will meet with AIRPORT DIRECTOR or SCHEDULED EMPLOYEE for an airport safety briefing prior to work each day.
- D.** Personnel will monitor airport CTAF with radio provided.

8. WILDLIFE FENCE /MITIGATION

The Madison Municipal Airport AOA is surrounded by a wildlife fence with the intent to mitigate and/or prevent wildlife becoming a hazard to aircraft or airport operations. CONTRACTOR, employees, including subcontractors and suppliers, shall ensure that all gates remain shut at all times and are secured daily following completion of work for the day. Furthermore, CONTRACTOR shall report any issues with Gates, Fence, and/or Wildlife to the AIRPORT DIRECTOR or designee immediately.

9. REPORTING REQUIREMENTS/DATA COLLECTION

CONTRACTOR shall submit a report to the AIRPORT DIRECTOR or designee, detailing the work performed on a MONTHLY basis. The report shall include the following:

- A.** Mowing Count, Dates, and Issues or Concerns
- B.** Trim work performed and issues or Concerns
- C.** Report any observed issues with wildlife to the AIRPORT DIRECTOR as they occur.
- D.** Damages to Airfield Lighting must be reported immediately to Airport Director or designee as they occur.
- E.** Damages to Ditches, Fences, Lighting, Etc.

10. DISCLAIMER OR WARRANTIES

- A.** CONTRACTOR acknowledges that he has made his own examination of the condition of the Leased Premises and relies solely upon his own judgement and independent inquiry in entering into this Lease. CONTRACTOR releases the OPERATOR, OPERATOR's agents and brokers from any and all liability relating to any defect or deficiency affecting the Leased Premises, which waiver shall survive the closing. CONTRACTOR understands the Leased Premises are leased in their existing condition as of the date hereof, AS IS and where is, and CONTRACTOR acknowledges and warrants that OPERATOR, his agents, and brokers, have not made any representation or warranties, expressed or implied, as to the condition, state of repair, quality, fitness, fitness for a particular purpose, or merchantability of the premises and any improvements.

- B. CONTRACTOR acknowledges that he has not relied upon any statements or representations made by OPERATOR, OPERATOR's agents, or brokers in entering into this lease. CONTRACTOR warrants he has independently verified to his own satisfaction any facts upon which he relies in entering into this Lease and hereby releases OPERATOR, OPERATOR's agents and brokers from all liability concerning statements, facts, or representations, of any kind.
- C. CONTRACTOR shall warranty/guarantee all work performed. If work is unsatisfactory or not complete the contractor shall correct or complete the task at contractor's expense.

11. DEFAULT

- A. In the event CONTRACTOR fails to keep or perform any of the other terms and conditions of the Contract agreed to be kept and performed by CONTRACTOR, and such failure continues for thirty (30) days after written notice to CONTRACTOR, then and in that event, OPERATOR, at his option, may terminate and cancel any rights that CONTRACTOR may have under this Contract. In the event OPERATOR elects to terminate and cancel this contract, the OPERATOR may, without further notice, cure CONTRACTOR's failure at the expense of CONTRACTOR and any sums so paid by OPERATOR, and shall be due from CONTRACTOR to OPERATOR within thirty (30) days after the rendition of a bill therefore by OPERATOR to CONTRACTOR.
- B. Nothing contained in the paragraph shall be construed as OPERATOR's exclusive remedies, and OPERATOR specifically retains any other rights or remedies that he might otherwise have under state law.

12. ATTORNEY FEES

CONTRACTOR shall pay OPERATOR's reasonable legal costs and attorney fees incurred in enforcing any covenant, term, or condition of the Lease against CONTRACTOR.

13. ASSIGNMENT AND SUBLETTING

CONTRACTOR shall not assign, mortgage, encumber, or transfer this Lease in whole or in part, or sublet the Leased Premises or any part thereof, without the prior written consent of OPERATOR.

14. AGREEMENT OF THE PARTIES

This Lease constitutes the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Lease shall not be binding on either party except to the extent incorporated in this Lease. Any modification of this Lease or additional obligation assumed by either party in connection with this Lease shall be binding only if in writing signed by each party or an authorized representative of each party.

- A. This Lease shall extend to and be binding upon the heirs, personal representatives, successors, and assigns of the parties. This provision, however, shall not be construed to permit the assignment of the Lease except as may be permitted hereby. When applicable, use of the singular form of any words shall mean or apply to the plural and the neuter form shall mean or apply to the feminine or masculine.

- B. The captions and article numbers appearing in the Lease are inserted only a matter of convenience and are not intended to define, limit, construe, or describe the scope or intent of such provisions. No waiver by OPERATOR of any default by CONTRACTOR shall be effective unless in writing, nor operate as a waiver of any other default or the of same default on a future occasion. OPERATOR's acceptance of rent shall not be deemed a waiver as to any preceding default. Any notices to be given hereunder shall be deemed sufficiently given when in writing and (a) actually served on the party to be notified, or (b) placed in any envelope directed to the party to be notified at the following addressed and deposited in the United State mail by certified or registered mail, postage prepaid.
- C. The Lease shall be governed by and interpreted in accordance with the laws of the State in which the Leased Premises are located.

IN WITNESS WHEREOF, the parties have executed this **Mowing Contract** on the dates indicated below by their respective signatures, and this contract shall become effective upon execution by all parties.

CONTRACTOR:

CONTRACTOR NAME

By: _____ Dated: _____
NAME AND TITLE

OPERATOR:

THE CITY OF MADISON, BOARD OF AVIATION COMMISSIONERS

By: _____ Dated: _____
DAVID GOODMAN, JR.

MOWING CONTRACT

ACKNOWLEDGEMENT FORM

Please acknowledge and accept terms below: *(Please Initial)*

- _____ 1. **CONTRACTOR NAME** understands and shall ensure all employees, including subcontractors and suppliers, and/or representatives thereof adhere to the **Airport Operations and Equipment Safety** procedures as outlined in **Section 7** of the signed contract. CONTRACTOR will ensure that all equipment and personnel do the following prior to each work day:
 - a. **Airport Safety Briefing with Airport Director or Airport Employee**
 - b. **Equipment has appropriate lighting and/or flag**
 - c. **Equipment Operators are Provided with an Air Band Radio Monitoring CTAF 123.0**

- _____ 2. **CONTRACTOR NAME** understands and shall clean up any Foreign Object Debris (FOD) caused by equipment and/or personnel on Runways, Taxiways, and Aprons. Any FOD shall be removed immediately to prevent any harm to aircraft and/or Airport Operations.

- _____ 3. **CONTRACTOR NAME** understands and shall ensure that all employees and/or representatives thereof keep gates shut at all times and that gates are secured daily following completion of work for the day.

- _____ 4. **CONTRACTOR NAME** understands and shall report all issues with Gates, Fences, and/or Wildlife to the AIRPORT DIRECTOR or designee immediately.

- _____ 5. **CONTRACTOR NAME** understands and shall send claims for payment following each mow, and shall include work performed and date of work performed on the invoice, to

Office of the Clerk Treasurer City of Madison
Madison Municipal Airport
101 West Main Street
Madison, IN 47250

- _____ 6. **CONTRACTOR NAME** understands and shall, as outlined in **Section 9** of the signed contract, provide a report including:
 - Date/Work Performed
 - Issues with Mowing or Questions/Concerns
 - Wildlife issues observed, if any
 - Damages to Airfield Lighting, Fences, Ditches, Etc.