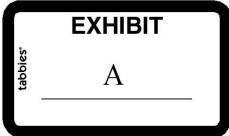


CONTRACT AGREEMENT



THIS CONTRACT (the “**Contract**”) is entered into this _____ day of _____, 20 _____, by and between the **CITY OF JACKSON, MISSOURI**, Owner of the Project, hereinafter referred to as “**City**”, and **Koeller Property Service** hereinafter referred to as “**Contractor**,” in connection with that work or improvement known as Soccer Park Mowing and Trimming Services Program to be completed for the City located at the Soccer Park.

WHEREAS, the City has selected the aforesaid Contractor for the Project and by Ordinance No. _____ has awarded the Contractor the Contract for the amounts named in the proposal/bid from the Contractor dated _____, a copy of which is incorporated herein.

NOW, THEREFORE, the parties agree as follows:

- A. The Contract Documents for the Project are incorporated herein and shall describe this Project and nothing herein shall modify said Contract Documents. The Contract Documents may also consist of such special provisions, addendums, appendices, plans, and specifications as may be necessary for the Project.
- B. The Contractor shall perform the Work in compliance with the Contract Documents that may also consist of such special provisions, addendums, appendices, plans, and specifications as may be necessary for the Project.
- C. The Contractor shall supply all labor, materials, equipment, and supervision necessary to complete all of the Work as described in the Contract Documents.
- D. The Work shall be commenced and completed according to the Project schedule, subject to such extensions and modifications as are made pursuant to the Contract Documents.
- E. The City shall pay the Contractor for performance of the Work, subject to additions and deductions as provided in the Contract Documents, the Contract Price of

\$200.00 per mowing event
(figures)

Two-hundred dollars per mowing event
(words)

more fully described in the Contract Documents. All provisions regarding retention, security in lieu of retention, and liquidated damages are fully set forth in the Contract Documents.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

CITY:

City of Jackson, Missouri

Dwain Hahs, Mayor

ATTEST:

Angela Birk, City Clerk

Address:
101 Court Street
Jackson, Missouri 63755

CONTRACTOR:

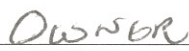
Koeller Property Service
Contractor Name



Signature



Printed Name



Title

ATTEST:

Signature

Printed Name

Title

Address:
724 W. Jefferson
Jackson, MO 63755

**CITY OF JACKSON, MISSOURI
SOCCER PARK MOWING AND TRIMMING SERVICES PROGRAM
SPECIFICATIONS & PROPOSAL DOCUMENTS**

These Specifications are included in and are a part of the Proposal Documents for this program.

PURPOSE AND SCOPE OF WORK The purpose of this program is to provide standard periodic mowing and trimming services for Fields 1, 12, and 13 at the Jackson Soccer Park for two consecutive years (2024, and 2025).

The contractor shall furnish all labor, equipment, fuel, transportation, and materials necessary to fulfill the terms of the program. Mowing and trimming services may extend into November. The contractor will be directed by the Parks & Recreation Director when mowing will conclude for the season.

- Grass shall be mowed to a height of no more than 1-1/2”.
- Before the work will be considered complete, all rubbish/clippings due to the mowing and trimming must be removed from streets, trails, sidewalks, and other paved surfaces to the satisfaction of the Parks & Recreation Director, or the Director’s designee.
- The contractor shall schedule the mowing and trimming services and submit a monthly schedule to the Parks & Recreation Director, or the Director’s designee for approval.
- The contractor shall wear a reflective shirt or uniform bearing the company name during all mowing and trimming operations.
- Occasionally, park lands and/or city sites may not need mowing or weed eating due to weather conditions. These exceptions will be at the sole discretion of the Parks & Recreation Director, or the Director’s designee.

PROGRAM LOCATIONS: The following is a list of the park to be serviced under this program, including its acreage:

- A. Soccer Park Fields 1, 12, & 13 – 4.1 acres mowing and trimming

NOTE: The park acreage listed above and on the exhibit map are estimates only. The actual acreage to be mowed shall be confirmed by each contractor before submitting a bid. The acreage listed on the map is simply to provide the contractors with the size of the overall parcel that could be mowed.

PROPOSAL PRICES: All proposals prices shall be “per mowing/trimming event” for each site serviced under this program.

DURATION OF CONTRACT: The duration of the contract shall run annually from March 19 through November 31 for two consecutive years - 2024 and 2025. However, the city reserves the right to suspend mowing and trimming cycles in situations of drought or extreme rainfall/flooding.

NO GUARANTEE OF WORK: Any award of a proposal shall not obligate the City in any way to use any of the services listed herein or to use the contractor for any certain period of time. In addition, the City shall not be liable for damages to the contractor in the event that the City does not use any services proposal herein.

REQUIRED INSURANCE: Successful contractor must furnish proof of public liability, property damage, and workmen's compensation insurance. Minimum amounts for public liability and property damage shall be \$1,000,000 per occurrence and \$2,000,000 aggregate. Insufficient or lapsed insurance coverage at any time will be good cause for termination of this agreement, at which time the contract may be awarded to the next lowest bidder.

To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold harmless the City of Jackson, its officers, agents, volunteers, lessees, invitees, and employees from and against all suits, claims, damages, losses, and expenses, including but not limited to attorneys' fees, court costs, or alternative dispute resolution costs arising out of, or related to the use of City's facilities, buildings, equipment or infrastructure under this agreement involving an injury to a person or persons, whether bodily injury or other personal injury (including death), or damage to property (including loss of use or diminution in value), but only to the extent that such suits, claims, damages, losses or expenses are caused by the negligence or other wrongdoing of Contractor its officers, agents and volunteers, or anyone directly or indirectly employed or hired by the Contractor or anyone for whose acts the Contractor may be liable, regardless of whether caused in part by the negligence or wrongdoing of City and any of its agents or employees.

All coverage shall be on an "occurrence" basis and not "claims made." An endorsement on the required form supplied by the Owner naming the Owner as an additional insured shall also be required.

No provision of this agreement shall constitute a waiver of the City of Jackson's right to assert a defense based on sovereign immunity, official immunity, or any other immunity available under law.

TERMINATION: The City reserves the right to terminate work with the contractor at any time for any reason.

INVOICES AND PAYMENT: Invoices shall be submitted by the contractor on a bi-weekly basis.

PERMITS AND LICENSES: The contractor shall, at his own cost, secure all permits and licenses required by City Code and State Statute and give all notices necessary and incidental to lawful prosecution of the work.

LAWS TO BE OBSERVED: The contractor shall at all times observe and comply with all Federal and State Law and regulations and all shall comply with all orders and decrees which exist at the present or which may be enacted later, or bodies or tribunals having jurisdiction or authority over the work and no plea of misunderstanding or ignorance will be considered.

BID SHEET: The contractor must prepare and submit a completed Bid Sheet. By signing, the contractor acknowledges the agreement with the general specifications, conditions, and contract requirements.

CONTRACTOR'S UNDERSTANDING: It is understood and agreed that the contractor has, by careful examination, satisfied himself/herself as to the nature and location of the work, the confirmation of the ground, the character, quality, and quantities of the work necessary, the character of the equipment and facilities needed for the execution of work, the general and local conditions, and all other matters which can in any way affect the work under this contract.

PROTECTION OF WORK AND PROPERTY: The contractor shall provide appropriate traffic control devices when working within any street right of way. Reasonable care shall be taken when working in the vicinity of people, vehicles, buildings, and property. The contractor shall cease mowing

when visitors are in the close proximity to mowing and trimming equipment, and continue only when people or vehicles have clearly moved a safe distance from the mowing area.

QUALIFICATIONS: To ensure a high-quality level of operations during this program, Bidders must demonstrate minimum experience and qualifications. Upon request, bidders must provide evidence of experience in successfully operating and managing this type of business.

OCCUPATION SAFETY AND HEALTH ADMINISTRATION (OSHA) TRAINING

In accordance with Section 292.675 of the Revised Statutes of Missouri, Contractors and Subcontractors who agree to provide Work under this Contract must provide a ten-hour OSHA construction safety program or other similar program approved by the Department of Labor and Industrial Relations of the State of Missouri to be completed by their on-site employees within 60 days of beginning Work under this Contract. Documentation of compliance with this provision shall be provided to the Owner within 65 days of beginning Work under this Contract.

VERIFICATION OF EMPLOYMENT ELIGIBILITY

Notice is hereby given that Section 285.530 of the Revised Statutes of Missouri requires that no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. Any business entity providing work under any contract in excess of \$5,000.00 shall participate in a federal work authorization program (such as E-Verify) and shall provide documentation of such participation to the Owner.

LAW AND VENUE

This Contract shall be governed by the laws of the State of Missouri and the venue for any dispute between the parties shall be in the Circuit Court of Cape Girardeau County, Missouri.

ASSIGNS AND SUCCESSORS

The terms, covenants, and conditions of this Contract shall be binding upon and shall inure to the benefit of the successors and permitted assigns of the respective parties to this Contract.

SUBLET

No portion of the work covered by this Contract except as provided herein shall be sublet or transferred without written consent of the City. The subletting of the work shall in no way relieve the (entity name) of its primary responsibility of the quality and performance of the work. The (entity name) will give personal attention to the faithful prosecution of the work and will keep all aspects of the work under (entity name) control.

EXHIBITS

All exhibits attached to the Contract are incorporated herein as if fully set forth.

ENTIRE AGREEMENT

The Contract contains the entire Agreement between the parties and supersedes all prior or contemporaneous written or oral communications. This Contract may be changed or terminated only by an instrument in writing signed by the party against whom enforcement of such change or termination is sought. No breach of any agreement, warranty, or representation shall be deemed waived unless expressly waived in writing by the party who asserts such breach.

EXHIBIT INDEX

EXHIBIT A – Jackson Soccer Park Mowing and Trimming Map

EXHIIBT A

Jackson Soccer Park Mowing and Trimming Description

Beginning in March and ending sometime in November, the contractor shall provide weekly or bi-weekly (every two weeks) mowing and trimming services to the Jackson Soccer Park, located on South Farmington Road, and containing 4.1 acres as illustrated on the accompanying location map. The Soccer Park shall be serviced with Parks & Recreation Director-approved mowing and trimming equipment to the approximate height of 1-½ inches. The general appearance of the mowing sites shall be comparable to that of the City Park.

During the months of March, April, and May; then August, September, and October, mowing and trimming services shall be weekly, unless otherwise specified by the Director. Semi-weekly (twice a week) mowing and trimming service may be needed during selected weeks. The contractor shall provide service on the same day of each week, mowing on Monday, Tuesday, or Wednesday during the spring and fall soccer seasons. There shall be no weekend service in September and October.

Service in the months of June and July shall be bi-weekly (every other week), or as specified by the Director.

Mowing and trimming services shall be suspended temporarily for park patrons and park activities. Trimming days and times shall be Monday through Friday, from 6:00 A.M. to 6:00 P.M. only. Trimming shall not be done on weekends or holidays.

NOTE: The park acreage listed on the exhibit map is an **estimate** only. The actual acreage to be mowed shall be confirmed by each contractor before submitting a bid. The acreage listed on the map is simply to provide the contractors with the size of the overall parcel that could be mowed.

All mowing and trimming service schedules shall be approved by the Director, or the Director's designee. The contractor shall wear a reflective shirt or uniform bearing the company name during all mowing and trimming operations.

The contractor must be responsive to city communications via phone, text, email, or in person. Unresponsiveness to communications with the Director may be grounds for contract termination.

The City shall pay the contractor per agreed terms for a two (2) year contract for the years 2024 and 2025.

The City reserves the right to negotiate with contractor to mow and trim additional sites.

BASE BID: The base bid is for weekly or bi-weekly (every two weeks) mowing and trimming services to the Jackson Soccer Park (4.1 acres).



Jackson Soccer Park
2275 S. Farmington