

## CONTRACT AGREEMENT

**THIS CONTRACT AGREEMENT** (the “**Contract**”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the **CITY OF JACKSON, MISSOURI**, Owner of the Program, hereinafter referred to as “**City**”, and Kevin Rockhill, DBA Rockhill & Sons Lawncare of Jackson, Missouri, hereinafter referred to as “**Contractor**,” in connection with that work known as the **PARK CONCESSION STAND OPERATIONS PROGRAM** to be completed for the City located in City Park and Brookside Park.

**WHEREAS**, the City has selected the aforesaid Contractor for the Program and by Ordinance No. 22-\_\_\_\_\_ has awarded the Contractor the Contract for the amount named in the Bid Sheet from the Contractor dated \_\_\_\_\_, a copy of which is incorporated herein.

**NOW, THEREFORE**, the parties agree as follows:

- A. The Bid Specifications for the Program are incorporated herein and shall describe this Program and nothing herein shall modify said Bid Specifications. The Bid Specifications may also consist of such special provisions, addendums, appendices, and plans as may be necessary for the Program.
- B. The Contractor shall perform the Work in compliance with the Bid Specifications that may also consist of such special provisions, addendums, appendices, and plans as may be necessary for the Program.
- C. The Contractor shall supply all labor, materials, equipment, and supervision necessary to complete all of the Work as described in the Bid Specifications.
- D. The Work shall be commenced and completed according to the Program schedule, subject to such extensions and modifications as are made pursuant to the Bid Specifications.
- E. The Contractor shall pay the City for performance of the Work the sum of 20 % of the total annual profits from concession stand sales in each of the two consecutive years of 2022 and 2023 more fully described in the Bid Specifications.
- F. In the event the Contractor breaches any provision of this Contract, then the City shall give the Contractor notice of the breach and allow the Contractor five (5) days to cure the breach. In the event the breach is not cured within five (5) days, then the City reserves the right, in its absolute discretion, to terminate this Contract.

**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:

\_\_\_\_\_  
Liza Walker, City Clerk

Address:  
101 Court Street  
Jackson, Missouri 63755

CONTRACTOR:

Kevin Rockhill DBA Rockhill & Sons  
Lawncare

\_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

ATTEST:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Address:  
  
1102 Shawnee Blvd  
  
Jackson, MO 63755

# **BID SPECIFICATIONS FOR THE PARK CONCESSION STAND OPERATIONS PROGRAM**

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

**PURPOSE:** The purpose of this program is to provide services to operate one concession stand in Brookside Park and two concession stands in City Park during the summer and fall baseball seasons, as well as availability to service the stands during all baseball tournaments for two consecutive years (2022 and 2023). A percentage of all sales will go to the City of Jackson for park improvement projects.

**SCOPE OF WORK:** The Contractor shall provide all labor, equipment, and materials necessary to provide complete concession services for three stands located in parklands. Work performed under this contract must be completed to the satisfaction of the City. The City shall have the final say in determining such questions.

**PROJECT LOCATION:** The three concession stands are owned by the City of Jackson. Two stands are located in City Park; one is located in Brookside Park.

**CONTRACT TERM:** The initial contract will be a two (2) year contract, with a possible one-year extension, up to a maximum of two (2) additional years, if both parties can reach mutually agreeable terms which may amend some of the initial terms of the original contract.

**CONCESSION AREA:** Concession stand operation is a key component to the overall character of the park system. The concession stands are intended for food and drinks and occasional promotional items. The Contractor will be allowed to use the City's existing buildings and equipment in the concession stands, but will be responsible for the maintenance, repair, and care of such equipment during the term of the contract. If any City equipment becomes inoperable, and repair is not economically feasible, the City will be responsible for replacement of such equipment, provided it is not the result of any negligent act or omission of the Contractor or its worker(s). Any additional equipment necessary for the operation of the concession stand must be provided by the Contractor (and maintained, repaired, and/or replace by the Contractor). The Contractor shall be responsible for any damage to the concession stand resulting from any negligent act or omission of the selected concessionaire or its worker(s).

**PERSONNEL:** The Contractor shall be responsible for hiring and supervising the necessary personnel to operate the concession stands. Furthermore, each bidder must be in a position to demonstrate how it intends to provide all services required by the contract including all necessary materials, supplies, equipment, and manpower necessary to commence operation.

**OPERATING HOURS & SEASON:** Hours of operation may vary based upon summer and fall baseball seasons, weather, scheduled activities, and business operation. The desire is that the concession stands will be open during the entire baseball season to serve the general public. However, minimum hours of operation shall be thirty (30) minutes from the beginning of a scheduled activity until fifteen (15) minutes from the conclusion of the scheduled activity.



Scheduled activities would be City sponsored activities and special events and sports games. The City has the right to bring in outside food and drink vendors such as food trucks for City special events and activities. Outside vendors are also allowed for private special events and athletic tournaments. Game or league schedules will be provided to the Contractor as soon as they are made available to the City Parks & Recreation Director.

**MENU ITEMS:** The Contractor is expected to serve quality food and drinks at a competitive price to meet the needs of the visiting public. All menu items and pricing must be submitted to the City for approval prior to product sales. Menu items such as pizza, hot dogs, nachos, candy, and other snacks should be offered at competitive prices for similar facilities. Beverages should include at a minimum soda, sport drinks, and bottled water. Alcohol sales of any type are not permitted in the park unless there is a special alcohol permit issued by the City Board of Aldermen for special events and activities.

**ACCOUNTING:** In order to be able to accurately determine the amount of the payment to the City, the Contractor shall provide to the Parks & Recreation Director a complete list of net sales on a monthly basis.

**CONCESSION SUPPLIES:** All supplies needed to support food and beverage operations are the sole responsibility of the Contractor including, but not limited to, utensils, napkins, employee uniforms, aprons, and caps.

**GENERAL APPEARANCE/CLEANLINESS/MAINTENANCE:** The Contractor shall be responsible for keeping the concession stands in a neat, clean, and sanitary condition at all times. The concessionaire shall be responsible for keeping the surrounding general area neat, clean, and free of trash. The City will provide adequate receptacles for trash and the Contractor will ensure that receptacles do not become overfilled during hours of operation. Contractor will not allow boxes, cartons, barrels, or other similar items to remain in view of public areas.

**CITY RESPONSIBILITIES:** The City agrees to provide all available utilities and services including power, water, sewer, and trash collection at no charge to the Contractor for the duration of the contract agreement.

**PROTECTION OF WORK & PROPERTY:** The Contractor agrees to accept all responsibility and liability regarding the food service operation. This responsibility includes, but is not limited to, proper cleaning and sanitizing of the concession stands, as well as properly preparing, handling, and storing all food items so as not to propose a health risk to the general public.

**INJURIES:** The Contractor shall not hold the City or any of its employees responsible in the event of injuries to persons who operate the concession stands. The Contractor shall also hold the City harmless for any and all losses or damages to equipment and supplies that occur at the concession stand as a result of theft, vandalism, or by any other means; as well as any person raising a claim against the City for reasons associated with the concession operation.

**COMMUNICATIONS:** The Contractor shall be responsive to City staff communications via

phone, text, email, or in person.

**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.

**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.

The Contractor shall indemnify and save harmless the Owner, its officers, agents, employees, and servants against all loss, damage, or expense that it or they may sustain as a result of any suits, actions, or claims of any character brought on account of property damage, injury to or death of any person or persons, including all persons performing any Work under the Contract.

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.

**PAYMENT TO THE CITY:** The Contractor shall pay the City the amount based upon the accepted/approved bid. Payment must be received no later than 30 days following the final day of operation.

**BID SHEET:** The Contractor must prepare and submit a completed bid sheet. By signing, the bidder acknowledges the agreement with the general specifications, conditions, and contract requirements.

**PERMITS AND LICENSES:** The Contractor shall, at its 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 operate the concession stands in compliance with all local, state, and federal laws and all ordinances and other governmental permits, rules, and regulations, and 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. The Contractor shall obtain all permits, certifications, and inspections required to operate the concession stand and to sell food and drinks.



**FIRE DEPARTMENT REQUIREMENTS:**

1. Contractor must provide a proper fire extinguisher at each stand that shall be inspected monthly. Annual third-party extinguisher inspections are also required.
2. Contractor must provide material safety data sheets (MSDS) for all cleaning or cooking chemicals or products that may contain hazardous materials.
3. Extension cords cannot be used as permanent power, nor can they use in a way that could constitute a trip hazard.
4. Electrical panels and fire extinguishers must have a minimum of 3-foot clearance.
5. All objects must maintain 24-inch clearance from ceiling.
6. Prior to opening each year, the Jackson Fire Department shall complete a walk through of the stands. The Contractor shall contact the Fire Chief when ready for the annual inspection.

**HEALTH DEPARTMENT:** The Contractor shall obtain the proper permits and pay any fees required by the Cape Girardeau County Health Department and meet all requirements as set forth by the Department for food service establishments.

**QUALIFICATIONS:** To ensure a high-quality level of operation for the concession stand, Bidders must demonstrate minimum experience and qualifications. Bidders must provide evidence of the following:

- Experience in successfully operating and managing a similar type of business
- Fiscal solvency
- Demonstrated track record of being an equal opportunity employer
- Must not be currently indebted to the federal government, State of Missouri, or the City of Jackson for non-payment of taxes, fines, judgments, liens, or fees