

## 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 Kevin Rockhill, DBA Rockhill & Sons Lawncare, of Jackson, Missouri hereinafter referred to as "**Contractor**," in connection with that work or improvement known as Mowing and Trimming Services Program to be completed for the City located at various City parks, sites, and cemeteries.

**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

\$475 (Four hundred seventy-five dollars) per trimming (88 acres) event in Jackson City Park

\$355 (Three hundred fifty-five dollars) per mowing and trimming (35 acres) event in Soccer Park

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:

\_\_\_\_\_  
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

**CITY OF JACKSON, MISSOURI  
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 public park lands, cemeteries and various City-owned sites for three consecutive years (2022, 2023, and 2024). 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 3-1/2".
- 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 parks, cemeteries and city sites to be serviced under this program, including their acreage.

- A. Brookside Park – 20 acres mowing; 42 acres trimming
- B. Jackson City Park – 96 acres trimming only
- C. Jackson Football Park – 23 acres mowing and trimming
- D. Litz Park – 40 acres mowing and trimming
- E. Soccer Park – 35 acres mowing and trimming
- F. Civic Center and City Sites – 39 acres mowing and trimming
- G. Cemeteries – 27 acres trimming only

NOTE: The park acreage listed above and on the exhibit maps 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 April 1 through November 31 for three consecutive years - 2022, 2023, and 2024. 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.

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.

**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.

THURS 3-24  
10:00  
10:30

**CITY OF JACKSON, MISSOURI  
CITY PARKS MOWING AND TRIMMING SERVICES PROGRAM  
BID SHEET**

*Note: Please return this page as a cover sheet with each copy of your submittal.*

ROCKHILL + SONS proposes to furnish all labor, equipment, and materials for the MOWING AND TRIMMING SERVICES PROGRAM and to perform all related work as provided for and in accordance with the specifications and proposal documents for the following prices:

**BASE BIDS:**

\$ 350 per mowing (20 acres) and trimming (42 acres) event in Brookside Park

\$ 475 per trimming (88 acres) event in City Park

\$ 255 per mowing and trimming (23 acres) event in Football Park

\$ 470 per mowing and trimming (40 acres) event in Litz Park

\$ 355 per mowing and trimming (35 acres) event in Soccer Park

\$ 600 per mowing and trimming (39 acres) event at the Jackson Civic Center and City Sites

\$ 900 per trimming (27 acres) event in City Cemeteries

The undersigned, an authorized agent of his/her company, hereby certifies:

(X) familiarization with all terms, conditions, and specifications herein stated; and

(X) company is qualified to perform work and services as included.

Submitted on 3-24-22, 2022.

Name of company: ROCKHILL + SONS

Business address: 1102 SPANGLER JACKSON

Phone number: 573-450-2652

Fax number: \_\_\_\_\_

  
Signature of Contractor's Authorized Representative

KEVIN ROCKHILL  
Printed Name of Contractor's Authorized Representative