

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 **HEARTLAND COCA-COLA BOTTLING COMPANY, LLC** hereinafter referred to as “**Contractor**,” in connection with that work known as Soccer Park Vending Services Program to be completed for the City.

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 consisting of the notice to Bid, Specifications and Proposal Documents, and Bid Sheet 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.
- C. The Contractor shall supply all labor, materials, equipment, and supervision necessary to complete all of the Work as described in the Contract Documents, and in all respects Contractor acknowledges and agrees that it is an independent contractor.
- 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

20% of the total quarterly profits
(figures)

Twenty percent of the total quarterly profits
(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:

Heartland Coca-Cola Bottling Company, LLC

Contractor Name



Signature

Jason Owens

Printed Name

General Manager

Title

ATTEST:

Signature

Printed Name

Title

Address:

1125 Lenco Avenue

Jackson, MO 63755

**CITY OF JACKSON, MISSOURI
SOCCER PARK VENDING SERVICES PROGRAM
SPECIFICATIONS & PROPOSAL DOCUMENTS**

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

SCOPE OF WORK: The Soccer Park Vending Services Program is a program that provides beverage vending services at the City of Jackson Soccer Park for a term of two consecutive years. The Contractor shall furnish all labor, equipment, fuel, transportation, and materials necessary to fulfill the terms of the program.

LOCATION OF WORK: Jackson Soccer Park – 2275 S. Farmington Road, Jackson, Missouri

MENU ITEMS: The Contractor is expected to serve quality 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.

BID PRICE: All bid prices shall be “percentage of revenue” serviced by the Contractor under this program. The bid price is the percentage of revenue paid to the City each quarter for the two consecutive years under the program.

GENERAL APPEARANCE/CLEANLINESS/MAINTENANCE: The Contractor shall be responsible for keeping the vending machines 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.

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 proposed herein.

ADDITIONAL WORK: The City reserves the right to negotiate with the Contractor for additional vending locations.

COMMUNICATIONS: The Contractor shall be responsive to City communications via phone, text, email, or in person.

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 at all times observe and comply with all Federal and State Laws 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.

TERM OF AGREEMENT: The term of this agreement shall be for the calendar years of 2024 and 2025.

PAYMENT: Payment from the Contractor shall be made to the City on a quarterly basis.

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 services provided 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.

EXHIBIT A



Jackson Soccer Park, 2275 S. Farmington Road