

AGENDA ITEM

June 2, 2020

Subject: TLC Mowing & Landscaping Agreement

Department: Parks & Recreation

The City recently requested bids for the contract mowing of nine (9) sites, including Marmaduke Park.

During the conversations with the low bidder, it was discovered that the Certificate of Insurance could not be obtained before mowing was to commence. It was agreed upon by both the contractor and the Parks & Recreation Director that the department would move on to the next low bidder, TLC Mowing & Landscaping, whose bid was also \$1600/month (\$400 per mowing).

Staff is requesting approval of this change in contractors, for the period of July 1 to October 30, 2020 (17 mowings), for a total amount of \$6,800.00 for the remainder of the mowing season.

**A SPECIAL ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEVADA,
MISSOURI ACCEPTING THE BID AND AUTHORIZING THE EXECUTION OF AN
AGREEMENT WITH TLC MOWING & LANDSCAPING FOR MOWING SERVICES.**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NEVADA, MISSOURI,
THAT:**

Section 1. The agreement attached hereto as “Exhibit A” and incorporated herein by reference is approved as a contractual obligation of the City of Nevada, Missouri.

Section 2. The City Manager is authorized and directed to execute the same in behalf of the City of Nevada, Missouri, and is authorized to take all reasonable steps necessary to comply with the terms of the agreement.

Section 3. This ordinance shall be in full force and effect from and after its passage and adoption.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Nevada, Missouri, this 16th day of June, 2020.

(seal)
ATTEST:

George Knox Mayor

Johnna Williams, City Clerk

**AGREEMENT FOR MOWING SERVICES
BETWEEN THE CITY OF NEVADA, MISSOURI
AND JOLEE HAGERMAN**

THIS AGREEMENT, is made this ____ day of _____, 2020, by and between the CITY of Nevada, Missouri, and **TLC Mowing & Landscaping.**

NOW THEREFORE, in consideration of the mutual covenants set out herein, the parties agree as follows:

1. **Indemnification.** The CONTRACTOR will indemnify and hold harmless the CITY and its agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the CONTRACTOR, and SUBCONTRACTOR, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

2. **Insurance.** The CONTRACTOR shall furnish the CITY the certificates of insurance for workers' compensation (if required), public liability, and property damage in the amounts required by the CITY. The policies of insurance shall be in such form and shall be issued to such company or companies as may be satisfactory to the CITY.

3. **Scope of Work.** Work will be undertaken by the CONTRACTOR following written authorization from the City Manager to proceed. Work is set forth in the Mowing Specifications as outlined in the Bid Specifications, which are to be considered part of this agreement, for the following mowing sites: **Marmaduke Park**

4. **Obligation of Contractor.** The CONTRACTOR will furnish supplies, tools, equipment, labor, and other services necessary for the completion of the work described in the agreement. CONTRACTOR will comply with all applicable federal, state and local laws and regulations.

5. **Payments.** The CITY will pay to the CONTRACTOR for services compensation in the manner and at such times as set forth in the Bid Specifications.

6. **Heirs, Successors & Assigns, etc.** This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

7. **Conflict in Terms.** In the event of conflict between components of the contract documents, the agreement and general conditions will prevail unless specifically amended by mutually approved change orders and contract addenda. In the event of a dispute, the interpretation of the City Manager is binding on the parties.

8. **Termination.** The CITY shall have the right to terminate this Agreement at any time for any reason by giving the CONTRACTOR written notice to such effect. The CITY shall pay to the CONTRACTOR in full satisfaction and discharge of all amounts owing to the CONTRACTOR under this Agreement an amount equal to the cost of all Services performed by the CONTRACTOR up to such termination date, less all amounts previously paid to the CONTRACTOR on account of this Agreement Price. The CONTRACTOR shall submit to the CITY its statement for the aforesaid amount, in such reasonable detail as the CITY shall request, within thirty (30) days after such date of termination. The CITY shall not be liable to the CONTRACTOR for any damages on account of such termination for loss of anticipated future profits with respect to the remainder of the Services.

9. **Integration Clause.** The contract documents and bid specifications shall constitute the entire agreement, understanding, and obligation between the parties. No oral or verbal understanding or arrangement not reduced to writing and mutually approved shall have any force or effect.

10. **Total Contract Price.** The CONTRACTOR will be paid compensation which, for the project is:

- **Marmaduke Park - \$6,800 for July through October 2020**

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in multiple copies each of which shall be deemed an original on the date first above written.

CITY OF NEVADA, MISSOURI

By: _____
City Manager
Purchasing Agent

EXECUTION BY CONTRACTOR:
TLC Mowing & Landscaping

By: _____
Title: