

CITY OF CHILLICOTHE, MISSOURI

BID QUOTATION FOR MOWING SERVICES 2021

Firm Submitting Bid: _____

Phone: _____

\$ _____ per hour for small areas requiring walk behind mowers and

\$ _____ per hour for tall weeds and grass requiring a tractor mower.

Signature (Bidder)

Date

Submit Sealed bid to:

**Chillicothe City Clerk
715 Washington Street
Chillicothe, MO 64601**

Deadline: April 1 @ 11:00 am

MOWING SERVICE AGREEMENT

This agreement made on _____, 2022, between the City of Chillicothe, Missouri, a Municipal Corporation, referred to as "City" and _____ referred to as "Contractor".

In consideration of the mutual covenants herein, the City and the Contractor agree as follows:

1. Work to be done: Contractor will provide mowing services for the City of Chillicothe as directed by the City Code Enforcement Officer. In the event the Contractor's equipment is incompatible with the type or amount of mowing to be done, Contractor agrees to hire at his expense subcontractors with the proper equipment for such mowing.

2. Equipment, Labor and Supplies. Contractor shall agree to furnish all equipment, labor and fuel that are necessary for the expeditious and proper execution of Contractor's duties under this Agreement.

3. Duration of the Agreement. The term of this Agreement is one year beginning on _____, 2022 until 12:00 p.m. on _____, 2023, unless earlier terminated under the provisions of paragraph 8 below.

4. Compensation. Contractor shall be paid \$ _____ per hour for small areas requiring walk behind mowers and \$ _____ per hour for tall weeds and grass requiring a tractor mower. Contractor will submit an itemized bill stating the area mowed, and the time for mowing, upon the satisfactory completion of each job. Payment will be made within 30 days of submission of the bill. This compensation constitutes full payment for services performed. In no case shall the Contractor be entitled to any additional compensation.

5. Indemnification, Insurance. Contractor agrees to indemnify and hold the City harmless from any claim, cause of action, liability, loss, or expense (including court costs and attorney fees) arising out of or because of the Contractor's performance of his duties under this Agreement, regardless of who makes the claim or whether the claim is based on the alleged intentional acts or negligence of the Contractor or his employees, agents or subcontractors.

Contractor will defend all actions at its own expense, including attorney's fees, and will satisfy any judgment rendered against the City in any such action; provided the City reserves the right to choose the attorneys defending the action. The Contractor will maintain in force a policy of public liability insurance covering Contractor's activities under this Contract in the amount of \$1,000,000, and will maintain an automotive liability policy (or underlying policy and umbrella policy) with single liability limits of \$1,000,000 on any vehicle used to carry out his services under this Contract, with the City named as an additional insured on each such policy. The Contract shall provide proof on insurance to the City on request.

If required by state law, the Contractor will maintain worker's compensation insurance.

6. Independent Contractor. Contractor understands and agrees that he is not an agent, servant or employee of the City and is acting as an independent contractor in performance of this Agreement. Contractor accepts and agrees to perform such services subject to the general supervision and direction of the City, particularly the City Code Enforcement Officer, and the City Administrator. As an independent contractor, the Contractor understands and agrees that none of the benefits provided by the City to its employees, including, but not limited to, worker's compensation, health and unemployment insurance, or retirement benefits are available from the City to the Contractor.

7. Tax Liability. Contractor will be solely responsible for any and all liability for state or federal income tax or other tax liability on the compensation paid, and for any and all payment due his employees or subcontractors including withholdings, benefits or contributions. The Contractor will hold the City harmless from any and all liability for such taxes or employee or subcontractor payments.

8. Termination. It is agreed by the parties that the City shall have the right to terminate this Agreement upon 30 days prior notice either verbally or in writing, to the Contractor, if the City, in its sole discretion, determines that Contractor's work is not efficient, conscientious, productive, and thorough. The Contractor may terminate the contract at any time upon 30 days prior written notice delivered to the City Administrator.

9. Assignment. The Contractor may not assign this Agreement. The Contractor may only subcontract any duties under this Agreement with the express prior written consent of the City.

10. Binding Effect. This Agreement is binding on the heirs, personal representatives, successors and assigns of the parties.

IN WITNESS WHEREOF, the parties have executed this agreement at Chillicothe, Missouri the date stated above.

CITY OF CHILLICOTHE, MISSOURI

Theresa Kelly, Mayor

"Contractor"

Dated: _____

Dated: _____

ATTEST:

Rozanne Frampton, City Clerk