

AGENDA ITEM

April 5th 2022

Subject: TLC Mowing and Landscaping, LLC Mowing Agreement – Radio Springs Park and Spring Street Park

Department: Parks & Recreation

This ordinance will approve the attached Mowing Agreement with Rusty Thomas – TLC Mowing and Landscaping, LLC of Nevada, Missouri.

Radio Springs Park: Based off of a 29 week mowing season

Jack Somers	\$1775.00 per month
Robert Somers Jr.	\$1700.00 per month
Wayne Leatherman	\$2188.00 per month
Rusty Thomas	\$1320.00 per month

Spring Street Park:

Jack Somers	\$1175.00 per month
Robert Somers Jr.	\$1250.00 per month
Wayne Leatherman	\$2256.00 per month
Rusty Thomas	\$1120.00 per month

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 AND LANDSCAPING, LLC FOR 2022 MOWING SERVICES.

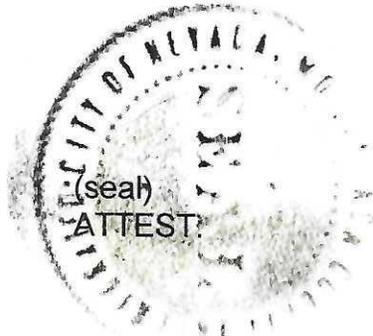
BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NEVADA, MISSOURI, THAT:

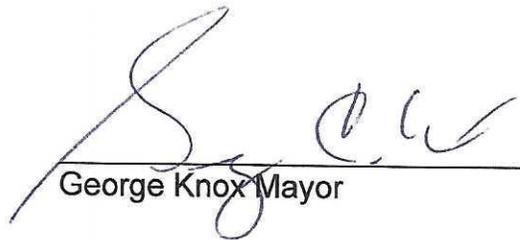
Section 1. The agreement attached hereto as "Exhibit A" and incorporated herein by reference is approved as a contractual obligation of the City of Nevada, Missouri.

Section 2. The City Manager is authorized and directed to execute the same on 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 19th day of April, 2022.




George Knox Mayor


Stephanie M. Martin – City Clerk

**AGREEMENT FOR MOWING SERVICES
BETWEEN THE CITY OF NEVADA, MISSOURI
AND TLC MOWING AND LANDSCAPING, LLC**

THIS AGREEMENT, is made this ____ day of April 2022, by and between the CITY of Nevada, Missouri, and **TLC Mowing and Landscaping, LLC**

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:
- **Radio Springs Park**
- **Spring Street Park**

# of Weeks	Month			Dates		
3	APRIL	04/11-04/17	04/18-04/24	04/25-05/01		
5	MAY	05/02-05/08	05/09-05/15	05/16-05-22	05/23-05/29	05/30-06/05
4	JUNE	06/06-06/12	06/13-06/19	06/20-06/26	06/27-07/03	
4	JULY	07/04-07/10	07/11-07/17	07/18-07/24	07/25-07/31	
5	AUGUST	08/01-08/07	08/08-08/14	08/15-08/21	08/22-08/28	08/29-09/04
4	SEPTEMBER	09/05-09/11	09/12-09/18	09/19-09/25	09/26-10-02	
4	OCTOBER	10/03-10/09	10/10-10/16	10/17-10/23	10/24-10/30	

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:

- **Radio Springs Park - \$9,570.00 for season**
- **Spring Street Park - \$8,120.00 for season**

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: _____
Mark Mitchell, City Manager
Purchasing Agent

EXECUTION BY CONTRACTOR:
Quinton (Rusty) Thomas
TLC Mowing and Landscaping, LLC

By:  _____
Title: TLC Mowing and Landscaping
300 S Fayette Street
Rich Hill, MO 64779

5.1 This transaction is exempt from state sales tax and the City will assist the successful bidder in obtaining the necessary documents to exclude sales tax.

6. SUBMISSION OF BIDS:

6.1 Bids must be priced, signed and returned (with all necessary attachments) to the office of the City Clerk by the closing date and time specified.

The bidder must respond to this RFB by submitting all data required herein in order for the bid to be evaluated and considered for award.

Written assurance that the quoted rate/price will be honored for at least 30 days to allow for reasonable and expeditious processing by City staff and the City Council.

Date: 3/28/2022

Company Name: TLC Mowing & Landscaping LLC.

Authorized Signature: 
(Rusty)

Name (please Print): Quinton Thomass

Company address: 300 S. Fayette street Richhill Mo. 64779

Phone: (417) 448-7188

Email: thomasrusty4@yahoo.com

4.03 Bids will be awarded to the lowest bidder for each site.

4.04 PLEASE NOTE: The maps are for reference only and may not show the precise mowing location. Please schedule a property viewing: Richard Brockman 417-448-5540 or rbrockman@nevadamo.gov

SITE	LOCATION		MONTHLY BID PRICE <i>Based off (x amount of weeks)?</i>
RADIO SPRINGS PARK	1100 S. COLLEGE		<i>\$ 330.00 per week</i>
SPRING STREET PARK	1145 S. SPRING ST	corner of spring and south	<i>\$ 280.00 per week</i>
MARMADUKE PARK	309 W. HIGHLAND		
MARMADUKE PARK (BACK 9 DISC GOLF COURSE)	309 W. HIGHLAND	mow fairways at 3 inches ever week and rough at max 7 inches every 2 weeks	
EARP PARK	304 W. AUSTIN		
DAVIS PARK	504 N. CENTENNIAL BLVD	54 hwy south of elks	
HESTER PARK	1234 N. CEDAR	cedar & atlantic st	<i>\$ 30.00 per week</i>
HORSESHOE PARK	211 N. ASH	ash & hunter st	
WALTON PARK (ALL)	500 W. ATLANTIC	skate park, aquatic park, soccer, around lake	
Community Center	200 N ASH ST		
NEAL CENTER	231 N. MAIN ST		
OLD BAPTIST LOT	100 BLK W HUNTER	northeast corner maint and hunter	
NORTH CAMPUS	1900 N. ASH ST.	See Map P1	<i>\$ 410.00 per week</i>

I hereby certify that I am duly authorized to sign as a representative for the contractor submitting this bid to the City of Nevada Mo, and that I/they have read, fully understand, and accept the items detailed in this bid.

Signed this 28th day of March, 2022

Submitted By: Rusty Thomas

Company: TLC Mowing & Landscaping LLC

Address: 300 S. Fayette St Rich Hill Mo 64779

Phone: (417) 448-7188

Company Email: thomasrusty4@yahoo.com