

CITY OF



WASHINGTON

301 C Street, P.O. Box 296, Washington, KS 66968

REQUEST FOR PROPOSAL

The City of Washington is seeking to obtain quotes and/or bids for providing lawn mowing and maintenance services for maintenance for the city cemetery, city ballpark, and city campground/park/swimming pool.

To be considered, each interested party must submit a completed proposal bid form, certificate of liability insurance, and any additional information requested in the RFP with the proposal packet. The bid proposal form must be signed and include a statement as to the period during which the proposal remains valid.

Bids will be accepted until 1:00 p.m. on Thursday, April 3, 2025, and are to be submitted to Denise Powell, City Clerk, at the address listed above. Envelopes shall be clearly marked "Mowing." Bids will be reviewed by the City Council at the April 7, 2025 regularly scheduled meeting.

A walk through and description of expected scope of work and services may be arranged prior to bid submission by contacting City Administrator Carl Chalfant, at 785-325-2284.

Bidders may bid on any or all of the properties as interested.

Instructions for Bidders

City of Washington is requesting bids to mow and provide lawn maintenance services for city cemetery, city ballpark, and city campground/park/swimming pool as outlined by the enclosed contracts and maps of each location.

Scope of Work

The successful bidder shall furnish all labor, materials, tools, equipment, supervision and transportation required to maintain the areas.

The work to be completed will include mowing of all established grasses and vegetation within each aforementioned area in a neat and professional manner as per the enclosed sample contracts indicate. All trash and debris in the mowing area shall be removed from the area before and after mowing. Grass and vegetation clippings shall not be blown or deposited on the streets or walkways.

The chosen bidder must be able to respond to and comply with all elements listed in the sample contract. Failure to comply can and will result in termination of a bid proposal or service contract.

Examination of Work Area

Bidders are required to view the areas to be mowed and maintained in order to provide a responsible bid. Failure to adequately inspect the premises shall not relieve the successful bidder from furnishing, without additional cost to the City, any materials, equipment, supplies or labor that may be required to carry out the intent of the quote. Submission of a quote shall be construed as evidence that the bidder has made necessary examination, inspection and investigation.

By the submission of an offer to execute the terms of this request, the bidder represents that he or she has carefully examined the areas, specifications, and scope of work, and that the bidder is fully informed concerning the requirements, the physical conditions to be encountered, and the quantity and quality of work to be performed.

A walk through and description of expected scope of work and services may be arranged prior to bid submission by contacting City Administrator Carl Chalfant, at 785-325-2284.

Selection Process

The City will take into account such matters it considers appropriate in selecting the successful bidder. The City reserves the right to reject, for any reason, any and all bids. Evaluation criteria will include, but not be limited to:

- * The bidder's understanding of the assignment and ability to follow bidding instructions,
- * The bidder's proposed per mowing fee per areas,

- * The experience and qualifications of the bidder.

The lowest proposal will not necessarily be accepted. The City reserves the right to reject all bids, award the agreement, interview bidders, negotiate specific terms of the agreement, and make other adjustments as required in consultation with the successful bidder.

Bidders must complete the attached bid sheet and sign at the bottom. By signing the bid sheet, the bidder acknowledges reviewing the request in full, and binds them self to the terms and scope of work as outlined in this request.

Sealed envelopes marked "Mowing" with the bidder's name and address shown on the upper left hand corner of the envelope, must be received by the City Clerk's Office, 301 C Street, Washington, Kansas 66968, by 1:00 p.m. on April 3, 2025.

BID PROPOSAL

Name of Individual/Company:

Address:

Telephone Number:

Email Address:

Relevant Experience:

Proposed Bid (to be submitted as a proposal for a per location and per mowing fee for scope of work required):

Cemetery: _____

Ballpark: _____

Campground/Pool/Park: _____

The undersigned hereby acknowledges that the undersigned has reviewed the Request, observed the areas to be maintained, and if selected as the successful bidder, agrees to abide by the terms of the Request as set forth in the final contracts.

By: _____

Valid Through: _____

AGREEMENT FOR BALLPARK MOWING SERVICES

THIS AGREEMENT made and entered into on the date last written below, by and between the City of Washington, Kansas, a Kansas municipality, hereinafter "City"), and _____, independent contractor(s) (hereinafter "Contractor");

WHEREAS, the City seeks to retain Contractor for mowing of the ballpark and Contractor desires to render such services to the City, upon the terms and conditions hereinafter stated:

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, do hereby promise and agree as follows:

SECTION 1 – SCOPE OF DUTIES TO BE PROVIDED

- 1.1 **Term.** City agrees to hire Contractor, at will, for a term commencing on _____, 2025, and ending on December 31, 2025, unless otherwise terminated in accordance with Section 3 of this agreement.
- 1.2 **Duties.** Contractor agrees to render work, labor, equipment and fuel to provide trimming, mowing and removal of trash/debris for the Washington Ballpark as indicated on the map provided with this contract once per week every week between April 1st and September 30th. Any extra mowings outside of those dates must be directed by or previously approved by City Administrator or his/her designee. Area shall be free of trash and debris and should always appear neat and trimmed. If the City Administrator or his/her designee, or Council sees that the mowing and trimming are past due, the Contractor will be notified and given one day to respond with their plan for mowing within 2-3 days. If mowing is not done in keeping with generally recognized practices, payment may be withheld or contract terminated. The Contractor shall report to the City Administrator any vandalism observed as well as accidental damage to any city property caused by mowing or trimming. Contractor shall carry insurance to cover damage. Contractor further agrees that in all aspects of such work, contractor shall perform the duties assigned faithfully, intelligently, to the best of contractor's ability and in the best interest of the City. It is the obligation and responsibility of the City to see that the Washington Ballpark is well cared for; therefore, an inspection will be done by the City Administrator or his/her designee and will be approved before payment is made. Any monthly lack of compliance by the Contractor may result in termination of this contract.
- 1.3 Contractor is responsible for removal of any fallen tree limbs, sticks, and other debris or trash left upon the Ballpark premises that would interfere with mowing and trimming. Contractor may use a mulching mower so long as the ballpark appears neat and trimmed. Contractor agrees to devote all necessary time and attention to complete the assigned mowing and trimming tasks on a regular and timely basis, keeping the grass uniform in height. Contractor further agrees that in all aspects of such work, Contractor shall comply with the policies, safety standards, and regulations of the City from time to time established, and shall perform the duties assigned faithfully, intelligently, to the best of Contractor's ability, and in the best interest of the City.

SECTION 2 - COMPENSATION

2.1 **Compensation.** Invoices must be submitted to City Clerk by the last Wednesday of the month to be presented for approval at the next regular council meeting. In consideration of all services and work to be rendered by Contractor to the City, the City shall pay to said Contractor as follows:

2.2 **Withholding; Other Benefits.** Compensation paid pursuant to this Agreement shall not be subject to the customary withholding of income taxes and other employment taxes. Contractor shall be solely responsible for reporting and paying any such taxes. The City shall not provide Contractor with any coverage or participation in the City's accident and health insurance, life insurance, disability income insurance, medical expense reimbursement, wage continuation plans, or other fringe benefits provided to regular employees. City will issue 1099s per IRS standard guidelines.

2.3 **Appropriation Requirements.** Contractor acknowledges that the City is a municipality subject to constitutional and statutory requirements. Pursuant to K.S.A. 10-1101 *et seq*, the City as a municipality is obligated only to make periodic payments or monthly installments under the Agreement as may lawfully be made from (a) funds budgeted and appropriated for that purpose during such municipality's current budget year or (b) funds made available from any lawfully operated revenue producing source. Further, it is understood that this Agreement must be approved by the governing body of the City of Washington to authorize the Mayor to execute this Agreement on behalf of the City of Washington. In the event sufficient funds are not appropriated for the payment required to be paid under this Agreement and the City has no funds legally available for payment from other sources, then the City may terminate this Agreement and the City shall not be obligated to make payment beyond any amount previously advanced.

SECTION 3 - TERMINATION

3.1 **Termination.** This Agreement may be terminated by the City immediately if the work performed under this agreement is not to the satisfaction of the City. This Agreement also may be terminated at any time upon the mutual written agreement of the City and Contractor.

SECTION 4 - INDEPENDENT CONTRACTOR STATUS

4.1 **Independent Contractor Status.** Contractor acknowledges that each of the contractors is an independent contractor and is not an agent, partner, joint venturer nor employee of the City. Contractor shall have no authority to bind or otherwise obligate the City in any manner nor shall Contractor represent to anyone that it has a right to do so. Contractor further agrees that in the event the City suffers any loss or damage as a result of a violation of this provision Contractor shall indemnify and hold harmless the City from any such loss or damage.

4.2 **Assignment.** The Contractor shall not be permitted to subcontract his duties and responsibilities under this agreement.

SECTION 5 - REPRESENTATIONS AND WARRANTIES OF CONTRACTOR

- 5.1 Contractor represents and warrants to the City that there is no employment contract or other contractual obligation to which Contractor is subject, which prevents Contractor from entering into this Agreement or from performing fully Contractor's duties under this Agreement.
- 5.2 Contractor represents that the Contractor has, or will have, the necessary equipment and labor available to perform the mowing and trimming services required under this agreement and that he is under no legal or physical disability that would prevent or prohibit the performance of the services required under this agreement.

SECTION 6 - INSURANCE.

- 6.1 **Liability Insurance.** The Contractor shall assume all responsibility in obtaining liability insurance coverage for injury, disability or death in the amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate. In consideration of the Agreement between the City of Washington and Contractor to perform mowing services, Contractor releases, and holds harmless, said City, its employees, agents, invitees and guests from all liability for injury, disability or death of Contractor or other persons or injury or damage to Contractor's equipment or damage to other property, and Contractor further agrees to indemnify the City for any loss it may suffer as the result of claims, demands, costs or judgments against the City for injuries to persons or property arising or related to the work provided by the Contractor under said Agreement.
- 6.2 **Worker's Compensation:** If Contractor employs any person(s), Contractor shall be responsible for any worker's compensation coverage for said employee.

SECTION 7 - MISCELLANEOUS PROVISIONS

- 7.1 The provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of the parties. Any provision hereof which imposes upon Contractor or City an obligation after termination or expiration of this Agreement shall survive termination or expiration hereof and be binding upon Contractor or City.
- 7.2 No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.
- 7.3 This Agreement shall be governed by and shall be construed in accordance with the laws of the State of Kansas
- 7.4 This Agreement constitutes the entire agreement between the parties pertaining to its subject matter and supersedes all prior contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all parties.
- 7.5 Severability. If any provision of these policies and regulations or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of these policies and regulations which can be given effect without the invalid provision or application, and to this end the provisions of these policies and regulations are severable. In lieu thereof there shall be added a provision as similar in terms to such illegal, invalid and unenforceable provision as may be possible and be legal, valid and enforceable.

7.6 City Ordinances. Contractor agrees to abide by all city ordinances.

WITNESS OUR SIGNATURES, this the ____ day of _____, 20__.

CITY OF WASHINGTON, KANSAS.

By:

Garett Edgar, Mayor

Attest:

Denise M. Powell, City Clerk

(Seal)

CONTRACTOR(S):



AGREEMENT FOR, CITY PARK, CAMPGROUND AND SWIMMING POOL MOWING SERVICES

THIS AGREEMENT made and entered into on the date last written below, by and between the City of Washington, Kansas, a Kansas municipality, hereinafter "City"), and _____, independent contractor(s) (hereinafter "Contractor");

WHEREAS, the City seeks to retain Contractor for mowing of the city park, campground, and swimming pool and Contractor desires to render such services to the City, upon the terms and conditions hereinafter stated:

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, do hereby promise and agree as follows:

SECTION 1 – SCOPE OF DUTIES TO BE PROVIDED

1.1 **Term.** City agrees to hire Contractor, at will, for a term commencing on _____, 2025, and ending on December 31, 2025, unless otherwise terminated in accordance with Section 3 of this agreement.

1.2 **Duties.** Contractor agrees to render work, labor, equipment and fuel to provide trimming, mowing and removal of trash/debris for the Washington, city park, campground, and swimming pool as indicated on the map provided with this contract once every 10-14 days between April 1st and September 30th. Any extra mowings outside of those dates must be directed by or previously approved by City Administrator or his/her designee. Area shall be free of trash and debris and should always appear neat and trimmed. If the City Administrator or his/her designee, or Council sees that the mowing and trimming are past due, the Contractor will be notified and given one day to respond with their plan for mowing within 2-3 days. If mowing is not done in keeping with generally recognized practices, payment may be withheld or contract terminated. The Contractor shall report to the City Administrator any vandalism observed as well as accidental damage to any city property caused by mowing or trimming. Contractor shall carry insurance to cover damage. Contractor further agrees that in all aspects of such work, contractor shall perform the duties assigned faithfully, intelligently, to the best of contractor's ability and in the best interest of the City. It is the obligation and responsibility of the City to see that the Washington city park, campground, and swimming pool is well cared for; therefore an inspection will be done by the City Administrator and will be approved before payment is made. Any monthly lack of compliance by the Contractor may result in termination of this contract.

1.3 Contractor is responsible for removal of any fallen tree limbs, sticks, and other debris or trash left upon the city park, campground, and swimming pool premises that would interfere with mowing and trimming. Contractor may use a mulching mower so long as the city park, campground, and swimming pool appears neat and trimmed. Contractor agrees to devote all necessary time and attention to complete the assigned mowing and trimming tasks on a regular and timely basis, keeping the grass uniform in height. Contractor further agrees that in all aspects of such work, Contractor shall comply with the policies, safety standards, and regulations of the City from time to time established, and shall perform the duties assigned faithfully, intelligently, to the best of Contractor's ability, and in the best interest of the City.

SECTION 2 - COMPENSATION

- 2.1 **Compensation.** Invoices must be submitted to City Clerk by the last Wednesday of the month to be presented for approval at the next regular council meeting. In consideration of all services and work to be rendered by Contractor to the City, the City shall pay to said Contractor as follows:

- 2.2 **Withholding; Other Benefits.** Compensation paid pursuant to this Agreement shall not be subject to the customary withholding of income taxes and other employment taxes. Contractor shall be solely responsible for reporting and paying any such taxes. The City shall not provide Contractor with any coverage or participation in the City's accident and health insurance, life insurance, disability income insurance, medical expense reimbursement, wage continuation plans, or other fringe benefits provided to regular employees. City will issue 1099s per IRS standard guidelines.
- 2.3 **Appropriation Requirements.** Contractor acknowledges that the City is a municipality subject to constitutional and statutory requirements. Pursuant to K.S.A. 10-1101 *et seq*, the City as a municipality is obligated only to make periodic payments or monthly installments under the Agreement as may lawfully be made from (a) funds budgeted and appropriated for that purpose during such municipality's current budget year or (b) funds made available from any lawfully operated revenue producing source. Further, it is understood that this Agreement must be approved by the governing body of the City of Washington to authorize the Mayor to execute this Agreement on behalf of the City of Washington. In the event sufficient funds are not appropriated for the payment required to be paid under this Agreement and the City has no funds legally available for payment from other sources, then the City may terminate this Agreement and the City shall not be obligated to make payment beyond any amount previously advanced.

SECTION 3 – TERMINATION

- 3.1 **Termination.** This Agreement may be terminated by the City immediately if the work performed under this agreement is not to the satisfaction of the City. This Agreement also may be terminated at any time upon the mutual written agreement of the City and Contractor.

SECTION 4 - INDEPENDENT CONTRACTOR STATUS

- 4.1 **Independent Contractor Status.** Contractor acknowledges that each of the contractors is an independent contractor and is not an agent, partner, joint venturer nor employee of the City. Contractor shall have no authority to bind or otherwise obligate the City in any manner nor shall Contractor represent to anyone that it has a right to do so. Contractor further agrees that in the event the City suffers any loss or damage as a result of a violation of this provision Contractor shall indemnify and hold harmless the City from any such loss or damage.
- 4.2 **Assignment.** The Contractor shall not be permitted to subcontract his duties and responsibilities under this agreement.

SECTION 5 - REPRESENTATIONS AND WARRANTIES OF CONTRACTOR

- 5.1 Contractor represents and warrants to the City that there is no employment contract or other contractual obligation to which Contractor is subject, which prevents Contractor from entering into this Agreement or from performing fully Contractor's duties under this Agreement.
- 5.2 Contractor represents that the Contractor has, or will have, the necessary equipment and labor available to perform the mowing and trimming services required under this agreement and that he is under no legal or physical disability that would prevent or prohibit the performance of the services required under this agreement.

SECTION 6 - INSURANCE.

- 6.1 **Liability Insurance.** The Contractor shall assume all responsibility in obtaining liability insurance coverage for injury, disability or death in the amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate. In consideration of the Agreement between the City of Washington and Contractor to perform mowing services, Contractor releases, and holds harmless, said City, its employees, agents, invitees and guests from all liability for injury, disability or death of Contractor or other persons or injury or damage to Contractor's equipment or damage to other property, and Contractor further agrees to indemnify the City for any loss it may suffer as the result of claims, demands, costs or judgments against the City for injuries to persons or property arising or related to the work provided by the Contractor under said Agreement.
- 6.2 **Worker's Compensation:** If Contractor employs any person(s), Contractor shall be responsible for any worker's compensation coverage for said employee.

SECTION 7 - MISCELLANEOUS PROVISIONS

- 7.1 The provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of the parties. Any provision hereof which imposes upon Contractor or City an obligation after termination or expiration of this Agreement shall survive termination or expiration hereof and be binding upon Contractor or City.
- 7.2 No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.
- 7.3 This Agreement shall be governed by and shall be construed in accordance with the laws of the State of Kansas.
- 7.4 This Agreement constitutes the entire agreement between the parties pertaining to its subject matter and supersedes all prior contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all parties.
- 7.5 Severability. If any provision of these policies and regulations or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of these policies and regulations which can be given effect without the invalid provision or application, and to this end the provisions of these policies and regulations are severable. In lieu thereof there shall be added a provision as similar in terms to such illegal, invalid and unenforceable provision as may be possible and be legal, valid and enforceable.

7.6 City Ordinances. Contractor agrees to abide by all city ordinances.

WITNESS OUR SIGNATURES, this the ____ day of _____, 20__.

CITY OF WASHINGTON, KANSAS.

By:

Garett Edgar, Mayor

Attest:

Denise M. Powell, City Clerk

(Seal)

CONTRACTOR(S):



14 Swimming Pool

9 City Park

Washington Power Plant

Washington city RV Park

15 Campground

Mill Creek

AGREEMENT FOR CEMETERY MOWING SERVICES

THIS AGREEMENT made and entered into on the date last written below, by and between the City of Washington, Kansas, a Kansas municipality, hereinafter "City"), and _____, independent contractor(s) (hereinafter "Contractor");

WHEREAS, the City seeks to retain Contractor for mowing of the cemetery and Contractor desires to render such services to the City, upon the terms and conditions hereinafter stated:

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, do hereby promise and agree as follows:

SECTION 1 – SCOPE OF DUTIES TO BE PROVIDED

- 1.1 Term.** City agrees to hire Contractor, at will, for a term commencing on _____, 2025, and ending on December 31, 2025, unless otherwise terminated in accordance with Section 3 of this agreement.

- 1.2 Duties.** Contractor agrees to render work, labor, equipment and fuel to provide trimming, mowing and removal of trash/debris for the Washington City Cemetery as indicated on the map provided with this contract every 10 to 14 days between April 1st and September 30th. Any extra mowings outside of those dates must be directed by or previously approved by City Administrator or his/her designee. Work may not be performed during a burial or funeral service at the cemetery. Cemetery shall be free of trash and debris and should always appear neat and trimmed. Grass shall not grow tall around head stones or pile upon stones and vaults or lay like hay on green grass. If the City Administrator or his/her designee, Council or Cemetery Sexton sees that the mowing and trimming are past due, the Contractor will be notified and given one day to respond with their plan for mowing within 2-3 days. If mowing is not done in keeping with generally recognized practices, payment may be withheld or contract terminated. The Contractor shall report to the City Administrator any vandalism observed in or on the cemetery as well as accidental damage to stones and markers caused by mowing or trimming. Contractor shall carry insurance to cover damage. Peonies and other plantings shall be managed according to acceptable practices. New grave sites and cemetery driveways shall be tidy. Contractor further agrees that in all aspects of such work, contractor shall perform the duties assigned faithfully, intelligently, to the best of contractor's ability and in the best interest of the City. It is the obligation and responsibility of the City to see that the Washington City Cemetery is well cared for; therefore an inspection will be done of the cemetery by the City Administrator and will be approved before payment is made. Any monthly lack of compliance by the Contractor may result in termination of this contract.

- 1.3** Contractor is responsible for removal of any fallen tree limbs, sticks, wreaths, stands, flowers and other debris or trash left upon the cemetery premises that would interfere with mowing and trimming. Contractor may use a mulching mower so long as the cemetery appears neat and trimmed. Contractor agrees to devote all necessary time and attention to complete the assigned mowing and trimming tasks on a regular and timely basis, keeping the grass uniform in height. With respect to Memorial Day weekend, the cemetery must be trimmed and mowed by no later than Wednesday of the week prior to such holiday to ensure that the cemetery is clean and neat for visitors. Decorations and flowers should not be removed between Memorial Day Weekend and June 11th. Contractor further agrees that in all aspects of such work, Contractor shall comply with the policies, safety standards, and regulations of the City from time to time established, and shall perform the duties assigned faithfully, intelligently, to the best of Contractor's ability, and in the best interest of the City.

SECTION 2 - COMPENSATION

2.1 Compensation. Invoices must be submitted to City Clerk by the last Wednesday of the month to be presented for approval at the next regular council meeting. In consideration of all services and work to be rendered by Contractor to the City, the City shall pay to said Contractor as follows:

2.2 Withholding; Other Benefits. Compensation paid pursuant to this Agreement shall not be subject to the customary withholding of income taxes and other employment taxes. Contractor shall be solely responsible for reporting and paying any such taxes. The City shall not provide Contractor with any coverage or participation in the City's accident and health insurance, life insurance, disability income insurance, medical expense reimbursement, wage continuation plans, or other fringe benefits provided to regular employees. City will issue 1099s per IRS standard guidelines.

2.3 Appropriation Requirements. Contractor acknowledges that the City is a municipality subject to constitutional and statutory requirements. Pursuant to K.S.A. 10-1101 *et seq*, the City as a municipality is obligated only to make periodic payments or monthly installments under the Agreement as may lawfully be made from (a) funds budgeted and appropriated for that purpose during such municipality's current budget year or (b) funds made available from any lawfully operated revenue producing source. Further, it is understood that this Agreement must be approved by the governing body of the City of Washington to authorize the Mayor to execute this Agreement on behalf of the City of Washington. In the event sufficient funds are not appropriated for the payment required to be paid under this Agreement and the City has no funds legally available for payment from other sources, then the City may terminate this Agreement and the City shall not be obligated to make payment beyond any amount previously advanced.

SECTION 3 – TERMINATION

3.1 Termination. This Agreement may be terminated by the City immediately if the work performed under this agreement is not to the satisfaction of the City. This Agreement also may be terminated at any time upon the mutual written agreement of the City and Contractor.

SECTION 4 - INDEPENDENT CONTRACTOR STATUS

4.1 Independent Contractor Status. Contractor acknowledges that each of the contractors is an independent contractor and is not an agent, partner, joint venturer nor employee of the City. Contractor shall have no authority to bind or otherwise obligate the City in any manner nor shall Contractor represent to anyone that it has a right to do so. Contractor further agrees that in the event the City suffers any loss or damage as a result of a violation of this provision Contractor shall indemnify and hold harmless the City from any such loss or damage.

4.2 Assignment. The Contractor shall not be permitted to subcontract his duties and responsibilities under this agreement.

SECTION 5 - REPRESENTATIONS AND WARRANTIES OF CONTRACTOR

- 5.1 Contractor represents and warrants to the City that there is no employment contract or other contractual obligation to which Contractor is subject, which prevents Contractor from entering into this Agreement or from performing fully Contractor's duties under this Agreement.
- 5.2 Contractor represents that the Contractor has, or will have, the necessary equipment and labor available to perform the mowing and trimming services required under this agreement and that he is under no legal or physical disability that would prevent or prohibit the performance of the services required under this agreement.

SECTION 6 - INSURANCE.

- 6.1 **Liability Insurance.** The Contractor shall assume all responsibility in obtaining liability insurance coverage for injury, disability or death in the amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate. In consideration of the Agreement between the City of Washington and Contractor to perform mowing services, Contractor releases, and holds harmless, said City, its employees, agents, invitees and guests from all liability for injury, disability or death of Contractor or other persons or injury or damage to Contractor's equipment or damage to other property, and Contractor further agrees to indemnify the City for any loss it may suffer as the result of claims, demands, costs or judgments against the City for injuries to persons or property arising or related to the work provided by the Contractor under said Agreement.
- 6.2 **Worker's Compensation:** If Contractor employs any person(s), Contractor shall be responsible for any worker's compensation coverage for said employee.

SECTION 7 - MISCELLANEOUS PROVISIONS

- 7.1 The provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of the parties. Any provision hereof which imposes upon Contractor or City an obligation after termination or expiration of this Agreement shall survive termination or expiration hereof and be binding upon Contractor or City.
- 7.2 No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.
- 7.3 This Agreement shall be governed by and shall be construed in accordance with the laws of the State of Kansas.
- 7.4 This Agreement constitutes the entire agreement between the parties pertaining to its subject matter and supersedes all prior contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all parties.
- 7.5 Severability. If any provision of these policies and regulations or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of these policies and regulations which can be given effect without the invalid provision or application, and to this end the provisions of these policies and regulations are severable. In lieu thereof there shall be added a provision as similar in terms to such illegal, invalid and unenforceable provision as may be possible and be legal, valid and enforceable.

7.6 City Ordinances. Contractor agrees to abide by all city ordinances.

WITNESS OUR SIGNATURES, this the _____ day of _____, 20__.

CITY OF WASHINGTON, KANSAS.

By:

Garett Edgar, Mayor

Attest:

Denise M. Powell, City Clerk

(Seal)

CONTRACTOR(S):



City of Washington Mowing Map

21 Cemetery