

Attachment D to City of Jonesboro Invitation for Bid.

MUNICIPAL MOWING SERVICE AGREEMENT.

THIS MUNICIPAL MOWING SERVICE AGREEMENT (the "Agreement") is made and entered into as of _____, 2026 (the "Effective Date"), by and between:

MUNICIPALITY: The City of Jonesboro, a municipal corporation organized under the laws of the State of Illinois, with its principal office at 1101 Public Square, Jonesboro, Illinois, (hereinafter referred to as the "Municipality"); and

CONTRACTOR: _____, a _____ [specify entity type: corporation, limited liability company, etc.] organized under the laws of the State of _____, with its principal office at _____ (hereinafter referred to as the "Contractor").

RECITALS

WHEREAS, the Municipality desires to engage the Contractor to provide certain mowing services for municipal properties within its jurisdiction; and

WHEREAS, the Contractor has the necessary equipment, personnel, and expertise to provide such services; and

WHEREAS, the parties desire to enter into this Agreement to set forth the terms and conditions under which the Contractor will provide such services to the Municipality.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. SCOPE OF SERVICES

1.1. Services to be Performed. Contractor agrees to provide mowing services (the "Services") at the locations identified in Exhibit A attached hereto (the "Properties").

The Services shall include, but are not limited to:

- a. Regular cutting of grass to maintain a height of 3.5 inches;

- b. Trimming around trees, buildings, signs, and other structures;
- c. Removal of grass clippings from paved surfaces;
- d. Removal of litter and debris before mowing;
- e. Weed control in designated areas; and
- f. Such other related services as may be reasonably requested by the Municipality and agreed to by the Contractor.

1.2. Schedule of Services. Contractor shall perform the Services according to the schedule set forth in Exhibit B attached hereto. The frequency of mowing may be adjusted by mutual agreement of the parties based on seasonal growth patterns and weather conditions.

1.3. Method of Performing Services. Contractor shall determine the method, details, and means of performing the Services. Contractor shall perform all Services in a professional manner and in compliance with all applicable laws, ordinances, rules, regulations, and permits.

1.4. Equipment and Supplies. Contractor shall furnish, at its own expense, all equipment, tools, supplies, and materials necessary to perform the Services.

1.5. Use of Subcontractors. Contractor shall not subcontract or otherwise delegate any of its obligations under this Agreement without the prior written consent of the Municipality.

2. TERM AND TERMINATION

2.1. Term. The term of this Agreement shall commence on the Effective Date and continue for a period of _____ (____) [months/years], unless earlier terminated as provided herein. This Agreement may be renewed for additional terms of _____ (____) [months/years] each upon written agreement of the parties.

2.2. Termination without Cause. The Municipality may terminate this Agreement without cause at any time by providing Contractor with _____ (____) days' prior written notice of termination. In the event of such termination, Contractor shall be paid for all Services properly performed up to the effective date of termination.

2.3. Termination for Cause. Either party may terminate this Agreement for cause in the event of a material breach by the other party if such breach remains uncured for a period of _____ (____) days following receipt of written notice specifying the nature of the breach.

2.4. Return of Materials. Upon expiration or termination of this Agreement, Contractor shall promptly return to the Municipality all documents, materials, and other property belonging to the Municipality that are in Contractor's possession or control.

3. COMPENSATION AND INVOICING

3.1. Compensation. As full consideration for the Services performed by Contractor, the Municipality shall pay Contractor in accordance with the fee schedule set forth in Exhibit C attached hereto.

3.2. Invoices. Contractor shall submit invoices to the Municipality on a [monthly/bi-monthly/quarterly] basis, detailing the Services performed during the preceding period, the Properties serviced, and the dates of service. Invoices shall be submitted to:

Billy Alsip
1101 Public Square/PO Box 330, Jonesboro, IL 62952
joejonesboro@gmail.com
cojboro@gmail.com
(618)833-2712

3.3. Payment Terms. The Municipality shall pay all undisputed amounts due under each invoice within _____ (____) days after receipt thereof. The Municipality shall notify Contractor of any disputed amounts within _____ (____) days after receipt of the applicable invoice, specifying in detail the reason for the dispute.

3.4. No Additional Compensation. Except as expressly provided in this Agreement, Contractor shall not be entitled to any additional compensation or reimbursement for expenses incurred in connection with the performance of the Services.

4. CONTRACTOR STATUS AND OBLIGATIONS

4.1. Independent Contractor Status. The Contractor is an independent contractor and not an employee, agent, joint venturer, or partner of the Municipality. Nothing in this Agreement shall be interpreted or construed as creating or establishing an employment relationship between the Municipality and the Contractor or any of its employees or agents.

4.2. No Employee Benefits. Contractor acknowledges and agrees that neither it nor its employees or agents shall be entitled to any employee benefits from the Municipality, including but not limited to, health insurance, retirement plans, vacation pay, or sick pay.

4.3. Payment of Taxes and Fees. Contractor shall be solely responsible for paying when due all taxes, including estimated taxes, incurred as a result of the compensation paid by the Municipality to Contractor for the Services. Contractor shall provide the Municipality with proof of payment of such taxes upon request.

4.4. Compliance with Laws. Contractor shall comply with all applicable federal, state, and local laws, ordinances, regulations, and orders in the performance of the Services, including but not limited to, those relating to safety, employment, wages, hours, equal opportunity, and environmental protection.

4.5. Licenses and Permits. Contractor shall, at its own expense, obtain and maintain all licenses, permits, and approvals necessary for the performance of the Services.

5. INDEMNIFICATION AND INSURANCE

5.1. Indemnification. Contractor shall defend, indemnify, and hold harmless the Municipality, its elected officials, officers, employees, and agents from and against any and all claims, demands, causes of action, losses, damages, liabilities, costs, and expenses, including reasonable attorneys' fees, arising out of or resulting from:

- a. Any negligent act or omission, or willful misconduct of Contractor, its employees, agents, or subcontractors in the performance of this Agreement;
- b. Any breach of this Agreement by Contractor; or
- c. Any violation of law by Contractor, its employees, agents, or subcontractors.

5.2. Insurance Requirements. Throughout the term of this Agreement, Contractor shall maintain, at its sole expense, the following insurance coverage:

- a. **Commercial General Liability Insurance** with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury, and property damage;
- b. **Automobile Liability Insurance** with limits of not less than \$1,000,000 per accident for bodily injury and property damage covering all vehicles used in the performance of the Services;

- c. **Workers' Compensation Insurance** in accordance with statutory requirements; and
- d. **Employer's Liability Insurance** with limits of not less than \$1,000,000 per accident for bodily injury or disease.

5.3. **Additional Insured.** The Municipality shall be named as an additional insured on the Commercial General Liability and Automobile Liability insurance policies.

5.4. **Certificates of Insurance.** Contractor shall provide the Municipality with certificates of insurance evidencing the above coverages prior to commencing the Services and upon renewal of any policy. Each certificate shall provide that the Municipality shall receive thirty (30) days' prior written notice of cancellation or material change in coverage.

6. PERFORMANCE AND WARRANTY

6.1. **Standard of Performance.** Contractor represents and warrants that it shall perform the Services in a professional and workmanlike manner, in accordance with the highest industry standards and practices for similar services.

6.2. **Correction of Services.** If within _____ (____) days after completion of any Services, the Municipality determines that such Services do not conform to the standard of performance set forth in Section 6.1, the Municipality shall notify Contractor in writing, and Contractor shall promptly re-perform or correct such Services at no additional cost to the Municipality.

6.3. **Warranty Period.** Contractor warrants all Services performed under this Agreement for a period of _____ (____) days following completion of such Services.

7. MISCELLANEOUS PROVISIONS

7.1. Notices. All notices or other communications required under this Agreement shall be in writing and shall be deemed given when delivered personally, by email with confirmation of receipt, by overnight courier, or by certified mail, return receipt requested, addressed to the parties at their respective addresses set forth above.

7.2. Force Majeure. Neither party shall be liable for any failure or delay in performance due to circumstances beyond its reasonable control, including but not limited to, acts of God, natural disasters, pandemic, war, riot, or civil commotion; provided, however, that the party experiencing the force majeure event shall notify the other party within _____ (____) days of the occurrence and use reasonable efforts to resume performance as soon as possible.

7.3. Assignment. Neither party may assign or transfer any right or obligation under this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld.

7.4. Governing Law and Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois, without giving effect to any choice of law or conflict of law provisions. Any action or proceeding arising out of or relating to this Agreement shall be brought in the courts of Union County, Illinois.

7.5. Dispute Resolution. Any dispute arising out of or related to this Agreement shall be resolved through good faith negotiations between the parties. If the parties are unable to resolve the dispute through negotiation, either party may pursue any remedy available at law or in equity.

7.6. Waiver. No waiver of any term or right in this Agreement shall be effective unless in writing and signed by an authorized representative of the waiving party. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or

limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

7.7. Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, such provision shall be severed, and the remaining provisions shall remain in full force and effect.

7.8. Entire Agreement; Modifications. This Agreement, including all exhibits attached hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written. This Agreement may only be modified by a written amendment signed by authorized representatives of both parties.

7.9. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Municipal Mowing Service Agreement as of the Effective Date.

MUNICIPALITY:

By: _____
Name: _____
Title: _____
Date: _____

CONTRACTOR:

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT A

PROPERTIES TO BE SERVICED

[List and describe all properties to be serviced, including addresses, dimensions, and any special characteristics or requirements.]

EXHIBIT B

SCHEDULE OF SERVICES

[Detail the frequency of mowing services (e.g., weekly, bi-weekly), seasonal adjustments, and any specific timing requirements.]

EXHIBIT C

FEE SCHEDULE

[Specify the compensation to be paid for the services, which may be based on a per-service, monthly, or seasonal rate, or other arrangement as agreed by the parties.]