

MOWING SERVICES CONTRACT

This Mowing Services Contract ("Agreement") is made and entered into on this ____ day of February, 2026 ("Effective Date"), by and between the Board of Public Works for the City of Wahoo, a political subdivision of the State of Nebraska, ("City"), and _____, a _____ [corporation/limited liability company/sole proprietorship] organized and existing under the laws of the State of Nebraska, with its principal place of business at _____ ("Contractor").

WHEREAS, the City desires to engage the services of Contractor to provide mowing and related services for various City-owned properties; and

WHEREAS, Contractor represents that it possesses the qualifications, experience, and capabilities to perform such services; and

WHEREAS, the City desires to engage Contractor to provide such services on the terms and conditions set forth herein for a term of three (3) years;

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

SERVICES TO BE PERFORMED BY CONTRACTOR

1.1 Specific Services. Contractor, acting independently and not as an employee of City, agrees to furnish all labor, materials, equipment, and supervision necessary to perform mowing and related services ("Services") for the City-owned properties identified in Exhibit A attached hereto and incorporated herein by reference. The Services shall include, but are not limited to:

1. Regular mowing of all grassy areas to maintain a uniform height of 3.5 inches;
2. Trimming around trees, shrubs, buildings, walkways, and other obstacles;
3. Edging along all sidewalks, driveways, and curbs;
4. Removal of grass clippings from sidewalks, driveways, and other paved areas;
5. Removal and proper disposal of litter and debris prior to mowing;
6. Additional services as specified in Exhibit A.

Contractor warrants that it is qualified to perform the Services and that the Services will be performed in a professional manner, consistent with industry standards.

1.2 Method of Performing Services. Contractor will reasonably determine the method, details, and means of performing the Services, subject to the requirements of this Agreement and applicable laws, regulations, and City ordinances.

1.3 Schedule of Services. Contractor shall perform the Services according to the schedule set forth in Exhibit B attached hereto and incorporated herein by reference. The schedule shall specify the frequency of mowing and related services for each property, which may vary based on seasonal growth patterns, weather conditions, and the specific requirements of each property.

1.4 Quality Standards. Contractor shall perform the Services in a professional and workmanlike manner, consistent with industry standards and in compliance with all applicable laws, regulations, and City ordinances. Contractor shall ensure that all mowing and related services are performed to maintain the aesthetic appearance and health of the City's properties.

1.5 Equipment and Materials. Contractor shall provide, at its own expense, all equipment, tools, materials, and supplies necessary to perform the Services. All equipment shall be maintained in good operating condition and shall comply with all applicable safety standards.

1.6 Safety Measures. Contractor shall take all necessary precautions to protect the safety of its employees, City personnel, and the public during the performance of the Services. Contractor shall comply with all applicable federal, state, and local safety laws, regulations, and ordinances.

1.7 Reporting of Accidents or Damage. Contractor shall immediately report to City all accidents or occurrences resulting in injuries to Contractor's employees, City personnel, or members of the public, or damage to property arising out of or in connection with the performance of the Services. Contractor shall provide City with a written report of any such accident or occurrence within twenty-four (24) hours.

TERM OF AGREEMENT

2.1 Term. This Agreement will become effective on the Effective Date and will continue in effect for three (3) years until December 31, 2028 ("Initial Term"), unless earlier terminated as provided herein. There shall be no automatic renewal of this Agreement as the City intends to undergo a new bid process at the end of the Term.

COMPENSATION AND EXPENSES

3.1 Compensation. In full consideration for the Services described in this Agreement to be performed by Contractor, City agrees to pay Contractor according to the fee schedule set forth in Exhibit C attached hereto and incorporated herein by reference. The total compensation for the Initial Term shall not exceed \$_____ without prior written approval from the City. For purposes of clarification, any laborers, independent contractors, subcontractors, and/or materialmen of the Contractor shall be paid solely from the Contractor as the City will bear no responsibility to said third parties.

3.2 Invoicing and Payment. Contractor shall submit monthly invoices to City detailing the Services performed during the preceding month, the properties serviced, the dates of service, and the applicable fees. City shall pay Contractor within thirty (30) days of receipt of a properly submitted invoice.

3.3 Expenses. Contractor will be responsible for all expenses incurred in performing the Services under this Agreement, including but not limited to, expenses for equipment, tools, materials, supplies, fuel, transportation, insurance, and any other costs associated with the performance of the Services.

3.4 Taxes. Contractor is solely responsible for paying all taxes, including estimated taxes, incurred as a result of the compensation paid by City to Contractor for the Services. City will not withhold or pay any federal, state, or local income tax, or payroll tax of any kind, on behalf of Contractor or Contractor's employees.

KEY PROVISIONS

4.1 Contractor is Independent Contractor. Contractor enters into this Agreement, and will remain throughout the term of this Agreement, as an independent contractor. Contractor agrees that it is not and will not become an employee, partner, agent, or principal of City while this Agreement is in effect. Contractor agrees it is not entitled to the rights or benefits afforded to City's employees, including disability or unemployment insurance, workers' compensation, medical insurance, sick leave, or any other employment benefit. Nothing in this Agreement shall be construed to give Contractor any authority to (i) bind the City in any way, (ii) enter into agreements, make representations, or warranties on the City's behalf, or (iii) act as or represent that it is an agent of the City.

4.2 Non-Exclusive Relationship. Contractor may represent, perform services for, and contract with as many additional clients, persons, or companies as Contractor, in its sole discretion, sees fit. City may engage or contract with other contractors to perform the same or similar services.

4.3 Payment of Taxes and Fees. Contractor is solely responsible for paying when due any taxes, including estimated taxes, incurred as a result of the compensation paid by City to Contractor for Services under this Agreement. Contractor shall provide City with proof of payment of such taxes upon request. Contractor, on behalf of itself and any successors, assigns, and subcontractors, hereby agrees to indemnify, defend, and hold harmless City from any claims, damages, losses, liabilities, costs, or expenses, including attorneys' fees, arising out of or resulting from Contractor's failure to pay any taxes incurred as a result of the compensation paid by City to Contractor for Services under this Agreement.

4.4 Workers' Compensation. Contractor agrees to provide workers' compensation insurance for Contractor's employees and agents and agrees to hold harmless and indemnify City for any and all claims arising out of any injury, disability, or death of any of Contractor's employees or agents.

4.5 Liability Insurance. Contractor agrees to maintain a policy of general liability insurance in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 aggregate. Contractor shall also maintain automobile liability insurance in the minimum amount of \$1,000,000 combined single limit for each accident. City must be listed as an additional insured party on all liability policies. Contractor shall provide City with certificates of insurance evidencing the required coverage prior to commencing the Services and upon renewal of any policy. Each policy shall provide that it will not be canceled or reduced in coverage without thirty (30) days' prior written notice to City.

4.6 Use of Employees or Subcontractors. Contractor may, at Contractor's own expense, employ or engage the services of such employees or subcontractors as Contractor deems necessary to perform the Services. City shall not control, direct, or supervise Contractor's employees or subcontractors in the performance of the Services. Contractor shall be responsible for the performance of all individuals performing the Services on behalf of Contractor. Contractor shall remain primarily liable and obligated to City for the performance of all Services under this Agreement, regardless of whether Contractor engages any subcontractors to perform any of the Services.

TERMINATION OF AGREEMENT

5.1 Termination Without Cause. City may terminate this Agreement without cause provided written notice is given to Contractor at least thirty (30) days prior to the effective date of termination. In the event of such termination, Contractor shall be entitled to compensation for Services satisfactorily performed up to the effective date of termination.

5.2 Termination for Cause. Either party may terminate this Agreement for cause upon written notice to the other party. For purposes of this Agreement, "cause" shall include:

1. Material breach of any provision of this Agreement;
2. Failure to perform the Services in accordance with the standards set forth in this Agreement;
3. Failure to maintain the insurance coverage required under this Agreement;
4. Bankruptcy or insolvency of either party;
5. Contractor's violation of any applicable law, regulation, or City ordinance in the performance of the Services.

In the event of termination for cause, the non-breaching party shall be entitled to all remedies available under law or equity.

5.3 Return of Materials. Upon expiration or termination of this Agreement, Contractor shall promptly return to City all materials, documents, and property of City in Contractor's possession or control, including any keys, access cards, or other City property.

INDEMNIFICATION

6.1 Indemnification by Contractor. Contractor agrees to indemnify, defend, and hold harmless City, its officers, employees, agents, and representatives from and against any and all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs, and expenses (including but not limited to reasonable attorney's fees and costs), whether or not involving a third-party claim, which arise out of or relate to:

1. Any breach of any representation, warranty, covenant, or obligation of Contractor contained in this Agreement;
2. Any act or omission of Contractor, its employees, agents, or subcontractors in the performance of the Services;
3. Any bodily injury, death, or damage to real or tangible personal property caused by the negligent acts or omissions or willful misconduct of Contractor, its employees, agents, or subcontractors.

6.2 Survival. The provisions of this Article VI shall survive the expiration or termination of this Agreement.

ARTICLE VII. CONFIDENTIAL INFORMATION

7.1 Definition. "Confidential Information" means any information that is disclosed by City to Contractor that is not generally known to the public,

including but not limited to information regarding City's operations, finances, plans, policies, procedures, or personnel.

7.2 Obligations. Contractor will indefinitely maintain City's Confidential Information in the strictest confidence and will not disclose such Confidential Information to any third party without City's prior written consent. Contractor will use Confidential Information solely for the purpose of performing the Services under this Agreement.

7.3 Notification of Disclosure. If Contractor discovers that any Confidential Information has been used, disseminated, or accessed in violation of this Agreement, Contractor shall immediately notify City and take all reasonable steps to mitigate any potential harm or further disclosure, loss, or destruction of such Confidential Information.

GENERAL PROVISIONS

8.1 Notices. Any notices required to be given under this Agreement by either party to the other may be effected by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Notices delivered personally will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated as of two (2) days after mailing. Notices shall be addressed to the principal place of business of the party.

8.2 Entire Agreement; Modifications. This Agreement, together with any exhibits, schedules, or other documents referenced herein, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, representations, and understandings of the parties, whether written or oral. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by both parties.

8.3 Partial Invalidity. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

8.4 Dispute Resolution. Any dispute, controversy, or claim arising out of or related in any way to this Agreement or the interpretation, application, breach, termination, or validity thereof, including any claim of inducement by fraud or otherwise, will be submitted for resolution to a court of competent jurisdiction in Saunders County, State of Nebraska.

8.5 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Nebraska, without giving effect to any choice of law or conflict of law provisions.

8.6 Force Majeure. Neither party shall be liable hereunder for any failure or delay in the performance of its obligations under this Agreement if such failure or delay is on account of causes beyond its reasonable control, including labor disputes, civil commotion, war, fires, floods, inclement weather, governmental regulations or controls, casualty, government authority, strikes, or acts of God, in which event the non-performing party shall be excused from its obligations for the period of the delay and for a reasonable time thereafter.

8.7 Waiver; Rights Cumulative. No waiver of any term or right in this Agreement shall be effective unless in writing, 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 modification of such provision, or impairment of its right to enforce such provision thereafter. All rights and remedies granted under this Agreement are cumulative and not exclusive of any other rights or remedies available at law or in equity.

8.8 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.

8.9 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

8.10 Compliance with Laws. Contractor shall comply with all applicable federal, state, and local laws, regulations, and ordinances in the performance of the Services.

8.11 Assignment. Contractor may not assign this Agreement or any duties or obligations under this Agreement without the prior written consent of City. Any attempted assignment without such consent shall be null and void. City may assign this Agreement to any successor in interest without the consent of Contractor.

8.12 Advertisement. Contract may not place any marketing or advertisement signs outside of the public right of way on the subject matter properties without the express written approval of the City.

ARTICLE IX. SPECIAL PROVISIONS

9.1 Non-Discrimination. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, national origin, age, disability, or any other protected characteristic under applicable law.

9.2 Drug-Free Workplace. Contractor shall maintain a drug-free workplace and shall comply with all applicable drug-free workplace laws and regulations.

9.3 Environmental Compliance. Contractor shall comply with all applicable environmental laws and regulations in the performance of the Services, including as it pertains to the use of fertilizers and chemicals as well as the proper disposal of waste and debris.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

CITY OF WAHOO, NEBRASKA,

By: _____
Ryan Hurst, General Manager for
Utilities Department

Date: _____

CONTRACTOR:

By: _____
[Name], [Title]

Date: _____

EXHIBIT A

LOCATIONS AND SCOPE OF SERVICES

Mowing locations shall include:

1. East Service Center – Located at 1st Street and Chestnut Street
In addition to routine mowing, work at this location shall include all fertilization and lawn treatment services necessary to maintain healthy turf. Services shall include the application of fertilizers and weed control treatments at appropriate times throughout the growing season.
2. Water Tower – Approximately 2.5 acres
3. North Lift Station – Located on the west side of Old Highway 77, just north of the Sand Creek Bridge (approximately 0.4 acres)
4. Well #4 (Oden's) – Located on the east side of the intersection of East 11th Street and Spruce Street (approximately 0.1 acres)
5. Well #6 – Located north of County Road J, just south of SMC (approximately 0.35 acres)
6. South Regulator/Storage Area- Approximately 1 acre south of A street east of Sid Dillons.

Mowing services shall include, but are not limited to:

- Routine mowing of turf areas to maintain a neat and uniform appearance.
- Trimming and edging around buildings, fences, signs, utility structures, trees, sidewalks, and other obstacles as necessary.
- Removal of grass clippings and debris from sidewalks, paved areas, driveways, equipment pads, and other hard surfaces following each mowing.
- All work shall be performed in a manner that protects utilities, equipment, and improvements on each site.
- Mowing frequency shall be based on an estimated thirty-two (32) mowings per growing season.
- Actual mowing frequency may be adjusted up or down by City based on seasonal conditions, including periods of excessive rainfall or drought.
- Any adjustments to mowing frequency will be coordinated with the contractor and shall be performed only as directed by City.

EXHIBIT B

SCHEDULE OF SERVICES

Mowing frequency shall be based on an estimated thirty-two (32) mowings per growing season.

Actual mowing frequency may be adjusted up or down by City based on seasonal conditions, including periods of excessive rainfall or drought.

Any adjustments to mowing frequency will be coordinated with the contractor and shall be performed only as directed by City.

EXHIBIT C

FEE SCHEDULE

Fee Schedule will be the BID FORM as signed and submitted by the contractor.