## IX. FORM OF CONTRACT ONLY

Landscape Maintenance and Lawn Mowing Contract

This contract, entered into this 1<sup>st</sup> day of July 2022, by and between the City of Forest Hills, a Municipality existing under the laws of the State of Tennessee, at Nashville, Tennessee, hereinafter called the "Owner", hereinafter called the "Contractor."

IN CONSIDERATION of the mutual covenants existing between the parties, and the further consideration specifically set forth herein, the parties agree as follows:

- 1. Contract Time. This Contract is for a twelve (12) month period beginning July 1st, 2022 and ending June 30th, 2023. At the option of the Owner, the contract may be extended for two (2) additional one-year periods.
- Statement of Work. The Contractor shall furnish all materials, labor, equipment, and services. and shall perform all work for the property maintenance and/or improvement for the City of Forest Hills in strict accordance with the specifications dated

  Owner has a right to cancel this contract on thirty (30) days written notice for failure of bidder to properly perform the duties herein.
- The Contract Price. The Owner shall pay the Contractor for the satisfactory performance of the work called for under this contract, in current funds, subject to additions and deductions, as (\$53000.), final amount to be determined by the total work performed at the itemized unit
- 4. Terms of Payment. Payments for the regular landscape maintenance and mowing will be made in monthly installments equal to one twelfth (1/12) of the total contract amount in accordance with the City's established payment method for contractors and vendors. Contractor shall submit invoices documenting work completed and total man hours involved for approval by the Owner's representative. Invoices for extra work shall be paid in the same manner and must include a description of work completed, dates, location, materials used, number of workers and total manhours.
- 5. This written instrument and the other documents set forth in this article and attached hereto, and which are made a part hereof as fully as if they were set forth herein, embody the entire contract between the parties. In the event that the provisions of any of the component part first enumerated in this contract conflict, the provision in the component part first enumerated in this article shall govern, except those addenda shall take precedence over the original construction documents, as shall applicable standard details required by the Municipality or as otherwise stated.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate in the State of Tennessee on the day and year first above written.

CITY OF FOREST HILLS

CONTRACTOR

By: City Manager

By: Contractor
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