

**AGREEMENT FOR
LANDSCAPING SERVICES
COTTAGE GROVE HIGHWAY 99 INDUSTRIAL PARK**

This AGREEMENT made and entered into the ____ day of August, 2001 by and between the City of Cottage Grove, Oregon, hereinafter referred to as CITY and All Around Landscape Maintenance, hereinafter referred to as CONTRACTOR.

WITNESSETH

WHEREAS, CITY has determined that is in the best interests of the City to enter into an AGREEMENT with an independent contractor to provide landscaping services for portions of its industrial property located in the Cottage Grove Highway 99 Industrial Park. The specific portions of the property for which landscaping services are to be provided are more specifically described as Lot 12 and as the landscaped area around the entrance sign. (see Exhibit A)

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements between CONTRACTOR and CITY to faithfully comply with the terms of the AGREEMENT as set forth below, the CITY and CONTRACTOR intend to be fully bound by the terms of this AGREEMENT.

A. DUTIES OF CONTRACTOR

1. CONTRACTOR agrees that it shall provide all labor, materials and equipment to perform the following landscaping services:

WEEKLY DURING THE GROWING SEASON

- a. Mow and edge lawns
- b. Blow off walkways and sidewalks
- c. Monitor and adjust irrigation system as-needed

SUPPLEMENTAL SERVICES ON AN AS-NEEDED BASIS

- a. Rake out all planting beds
- b. Spray for weeds
- c. Prune shrubs for shape
- d. Fertilize lawns (approx. every 7 weeks)
- e. Monitor and adjust irrigation system as-needed
- f. Extensive pruning and fertilizing of shrubs during Winter months
- g. Leaf removal
- h. Winterize the irrigation season

2. CONTRACTOR shall provide at his expense all chemicals, fertilizers and pesticides on a regular basis for optimum results.

3. CONTRACTOR shall keep a written record of dates that landscape services are performed and shall report this information to the City's representative on an as-needed basis.
4. When requested to perform special landscaping services or services covered under this agreement, the CONTRACTOR shall respond within 24 hours of notice from CITY representative.
5. CONTRACTOR shall designate a company representative as the contact person for this contract work who shall have authority to act on the CONTRACTOR's behalf and communicate with the CITY representative. Telephone & pager numbers of CONTRACTOR's representative shall be provided to CITY.

B. DUTIES OF CITY

1. CITY grants CONTRACTOR the rights to perform landscape services on the portions of its property in the Cottage Grove Industrial Park as described in this agreement and shown on the attached sketch.
2. CITY shall make payments to CONTRACTOR in accordance with the payment terms in Section F of this AGREEMENT.

C. PERFORMANCE

It is understood that CONTRACTOR shall perform services on this agreement by an owner or employee(s) of the company. Services covered by this AGREEMENT may not be assigned to a third party without the written concurrence of the CITY.

D. INSURANCE REQUIREMENTS

CONTRACTOR agrees to maintain in full force for the duration of this agreement a Commercial General Liability insurance policy written on an occurrence basis with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The City, its employees, officials and agents will be named as additional insured with respect to work or services performed under this agreement. This shall apply to both work in progress and completed operations. This insurance will be primary over any insurance the City may carry on its own.

E. REPRESENTATIVES

1. CITY hereby designates its City Manager as its representative to enter into and to authorize any changes to this AGREEMENT. CITY further designates its Parks maintenance worker staff person as the CITY's contact person for routine administrative coordination.

2. CONTRACTOR hereby designates _____ as its representative to enter into and to authorize any changes to this AGREEMENT. CONTRACTOR further designates _____ as its Contract Administrator.

F. PAYMENTS

1. Equal payments shall be made to the CONTRACTOR by CITY on a monthly basis for the term of the AGREEMENT. Payments shall be made by the 10th of the month following the service period.
2. It is understood by both CONTRACTOR and CITY that more effort may be required during certain periods of the agreement period than others; however, payments to CONTRACTOR from CITY shall be uniform at \$350.00 per month for each of the months throughout the term of the agreement. (See CONTRACTORS's proposal, Exhibit B)
3. Services provided for partial months shall be prorated based on days of the month that service is provided.

G. EFFECTIVE DATE

The effective date of this AGREEMENT shall be August __, 2001. All terms of this AGREEMENT shall remain in effect for one year through August __, 2002. It is understood by CITY and CONTRACTOR that funds for this contract work are appropriated on an annual (July1 - June 30) basis. Failure of the CITY's legislative body to appropriate funds for landscaping services may be cause for termination of this AGREEMENT.

H. TERMINATION

Without limitation to such rights or remedies as CITY shall otherwise have by law, CITY shall also have the right to terminate this AGREEMENT without notice for non-performance or for any other reason determined to be in the CITY's best interests. In the event of such termination, CONTRACTOR shall be compensated in proportion to the percentage of services performed through the date of receipt of notification from CITY to terminate.

I. LEGAL FEES

Should litigation occur regarding the provisions of this AGREEMENT, all litigation expenses, collection expenses, witness fees, court costs and attorney's fees including appeals shall be paid to the prevailing party.

J. MERGER

This document represents the entire and integrated AGREEMENT between CITY and CONTRACTOR and supersedes all prior negotiations, representations or agreements whether oral or written. No oral representations or modifications shall be binding unless evidenced by a written document signed by both CITY and CONTRACTOR.

K. AUTHORITY

It is expressly understood and agreed that the CONTRACTOR is not an agent of the CITY nor has any power or authority to represent the CITY on any basis whatsoever, nor may the CONTRACTOR hold themselves out as an agent of the CITY. The full relationship between the CITY and the CONTRACTOR is that of an independent contractor.

ATTEST:

CITY OF COTTAGE GROVE

Joan Hoehn - City Recorder

Richard Meyers - City Manager

Date: _____

Date: _____

CONTRACTOR, All Around Landscape Maintenance
1424 Bryant Ave.
Cottage Grove, Oregon 97424

_____- Owner
Cheryl Foster

Date: _____