

Request for Quotation: Eastmoreland Garden Landscaping Contract

This Contract for Landscaping Services by and between Eastmoreland Neighborhood Association, PO Box 82520, Portland, OR 97282, and Landscaping Company name

Physical Address _____

_____ hereinafter referred to as the **Landscaping Company** is made effective for one year as of April _____, 2021.

Landscaping Services as described here-in shall be completed by the Landscaping Company at the Eastmoreland Garden, 2425 SE Bybee Blvd, Portland, OR 97202, hereinafter referred to as the **Work Site**. The contract is renewable annually at least 30 days prior to the conclusion to the contract end date.

DESCRIPTION OF SERVICES. Beginning on April ____, 2021, the Landscaping Company shall provide to Eastmoreland Neighborhood Association the following services (collectively, the “Landscaping Services”).

SCOPE OF WORK.

Basic Services

Landscaping Company shall provide all labor, materials, and equipment necessary to perform the below described Landscaping Services at the Work Site.

- From May 1 to September 15, set and adjust timer settings to minimize over watering. Inspect irrigation system at least twice a month, clear plugged heads, adjust for balanced coverage, and report any system failures. The City of Portland will reactivate water service and test the system by May 1 and winterize the system in late September.

- Mowing: Provide grass mowing of all irrigated lawn to minimum 1 ½" of all turf approximately every 10 days April-May and every 14 days June-October 31 for a total of 22 mowings as needed to maintain height less than 2 ½".
- Cleanup: Sweep or blow all adjacent walks, curbs, and paths; cleanup and remove excess clippings and debris after each service.
- Trimming and Edging: Edge along sidewalks, curbsides, beds, concrete structures, sign posts, utility poles, guard posts, trees and shrubs 4 times each year as needed April 15 to October 31 .
- Turf Fertilization: Apply approved fertilizer to all turf areas at least two times a year (April, and November). Lime turf annually as needed.
- Tree Fertilizing: Fertilize all trees, shrubs, and plantings once a year (March).
- Planter bed composting: Apply compost to all planting beds once a year (Spring) with the exception of the corner drought/gravel beds (March). Materials shall be supplied by the customer.
- Weeding: Control weeds outside turf areas with approved pre- and post-emergent herbicide and weed once a month (March-October).
- Gravel Paths: Add quarter-ten and quarter-minus sharp gravel to paths to match border height once a year (Spring). Rake gravel paths monthly or as needed.
- Fallen leaf clearing. Maintain clear walkways. Remove leaves or apply mulched leaves to planter beds to provide soil protection and compost to the extent that flower beds do not become unsightly. Clear 6 times at approximately 14 day intervals November 15-January 15.
- Provide a monthly report of services to the Eastmoreland Garden Committee and the ENA Treasurer. Monthly invoices shall be delivered electronically.
- Tree Pruning is the responsibility of the Portland Bureau of Parks and not included in this contract.

FEE PROPOSAL.

Basic Services.

The annual fee for the Basic Scope of Work including labor, materials, equipment, and general terms and conditions shall not exceed \$_____dollars and shall be invoiced on the basis of 12 monthly payments as follows:

Additional Services

- Landscaping Company shall remove debris at \$_____/yard or fraction thereof following major weather event if needed and with prior ENA Board consent.
- Treat disease in lawn, trees, and shrubs as an additional service as requested by the Eastmoreland Garden Committee, and with prior ENA Board consent.
- Remove diseased limbs/branches and prune shrubs and plantings to maintain health and appearance when requested by the Eastmoreland Garden Committee and with prior ENA Board consent at the rate of \$_____per hour inclusive of removal of cuttings from the site.
- Power-wash to clean all brick, stone, concrete surfaces, benches, and decorative structures at non-destructive pressures (Summer) with prior ENA Board consent. This service shall be performed for the all-inclusive price of \$_____.
- Plant or replace shrubs and plantings (Seasonally Appropriate) when requested by the Eastmoreland Garden Committee, and with prior ENA Board consent at the rate of \$_____per hour exclusive of the cost of plant materials billed at cost plus 10% markup.

INVOICE AND PAYMENT.

Invoices will be provided monthly and addressed to Treasurer at Eastmoreland Neighborhood Association · PO Box 82520 · Portland, OR 97282-0520, or treasurer@eastmorelandPDX.org

Payment shall be made to [Landscaping Company and Address]

_____, in the amount scheduled for Basic Landscaping Services plus any Additional Services as described in this Contract. Payment by debit card or check will be accepted. Payment shall be made no later than 20 business days following receipt of each invoice. Additional Services shall be invoiced following notice that the service is complete.

For any invoice is not paid within 20 business days of receipt, interest shall be added to and payable on all overdue amounts at the rate of 6% per year.

In addition to any other right or remedy provided by law, if Eastmoreland Neighborhood Association fails to pay for the Services when due, Landscaping Company has the option to treat such failure to pay as a material breach of this Contract, and may cancel this Contract and/or seek legal remedies as referenced herein.

GENERAL CONDITIONS

PERMITS. Landscaping Company shall apply for and obtain such permits and regulatory approvals as may be required by the local municipal/county government. The cost thereof shall be included as part of the Payment to Landscaping Company under this Contract.

INSURANCE. Landscaping Company shall maintain continuous and uninterrupted public liability and property damage insurance in the amounts of \$500,000 per personal injury per person and \$1,000,000 per each occurrence, as well as \$500,000 per each occurrence for property damage. Landscaping Company shall provide certificates of insurance to the City of Portland's City Auditor, to be maintained on file, with a copy to Eastmoreland Neighborhood Association.

Landscaping Company shall maintain Workers Compensation insurance in accordance with Oregon Statutes and provide a certificate of insurance to the City Auditor, to be maintained on file, with a copy to Eastmoreland Neighborhood Association.

Certificates of Liability for Commercial Liability and Workers Compensation insurance shall be provided under separate cover and updated annually following renewal of this contract.

INDEMNIFICATION. Landscaping Company agrees to indemnify and hold harmless Eastmoreland Neighborhood Association and its officers and the City of Portland and its officers, agents and employees from all claims; demands; actions and suits for damage to property or personal injury, including death; losses; expenses; fees including attorney fees; and costs and judgments arising from work done under this Contract.

SURVEY AND TITLE. Eastmoreland Neighborhood Association shall indicate all property lines to Landscaping Company and shall provide boundary stakes by a licensed land surveyor if Landscaping Company so requires.

ACCESS. Eastmoreland Neighborhood Association shall allow free access to work areas for workers and vehicles. Landscaping Company shall make reasonable efforts to protect curbs, paths, shrubs, and other vegetation.

COMPLETION OF SERVICES. Upon the completion of this Landscaping Services contract by Landscaping Company, Landscaping Company shall see to it that the Work Site is maintained to the conditions specified here-in and any damages repaired to the condition it was in prior to the entry by Landscaping Company. Landscaping Company shall see to it that all areas of the Work Site are clean and free of debris.

Standard of Care Landscaping Company shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the Landscaping Services which meet generally acceptable standards in the Portland Oregon region, and shall provide a standard of care equal to, or superior to, care used by service providers similar to the Landscaping Company on similar projects.

DEFAULT. The occurrence of any of the following shall constitute a material default under this Contract.

- a. The failure to make a required payment when due.
- b. The insolvency or bankruptcy of either party.
- c. The failure to make available or deliver the Landscaping Services in the time and manner provided for in this Contract.

REMEDIES. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract, the other party may terminate the Contract by providing 30 days written notice to the defaulting party. This notice shall describe with sufficient detail

the nature of the default. The party receiving such notice shall have 30 days from the effective date of such notice to cure the default(s).

FORCE MAJEURE. If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent made necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, or work stoppages. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance, and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates. The current Covid-19 Pandemic, however, shall not be considered a Force Majeure and is hereby excluded as a Force Majeure.

DISPUTE RESOLUTION. The parties shall attempt to resolve any dispute arising out of or relating to this Contract through negotiations between the parties. If the matter is not resolved through negotiation, the parties shall mediate any dispute by selection of an Alternative Dispute Resolution (ADR) attorney from the Multnomah County Circuit Court panel, prior to undertaking any legal action.

ENTIRE AGREEMENT. This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

SEVERABILITY. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Contract 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 Contract.

AMENDMENT. This Contract may only be modified or amended in writing, if the writing is signed by both parties obligated under the amendment.

CANCELLATION. Cancellation of this contract, by either party, may be made without cause by providing 30 days written notice to the other party and to the City Auditor.

GOVERNING LAW. This Contract shall be construed in accordance with the laws of the State of Oregon.

NOTICE. Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Contract 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 Contract.

SIGNATORIES. This Agreement shall be signed on behalf of Eastmoreland Neighborhood Association by the Eastmoreland Neighborhood Association Board President, and on behalf of Landscaping Company _____ by [Owner] _____ and effective as of the date first above written.

CLIENT:

By: _____

Rod Merrick
President, Eastmoreland Neighborhood Association
Contact email: President@eastmorelandpdx.org

LANDSCAPE COMPANY:

By:

Contact email:

Contact Voice: