



CITY OF LAKE OSWEGO
Standard On-Call Service / Personal Service Contract

Tree Work

Contractor: Tree Care &
Landscapes Unlimited
Inc.
Mailing Address: PO Box 1566
Lake Oswego, Or.
97035

Date of Contract: July 1, 2011
Date of Completion: June 30, 2012

WITNESSETH:

Contractor and the City of Lake Oswego, a municipal corporation, mutually covenant and agree to and with each other as follows:

1. SCOPE OF WORK AND CONTRACT DOCUMENTS. The Contractor shall perform the Project as outlined in this Contract. The contract documents shall consist of, and any conflicts shall be resolved in the following priority:

- A. This Contract;
- B. The City of Lake Oswego Standard Public Contract Provisions, which are attached and hereby incorporated by reference;
- C. The exhibit(s) to this Contract in the following order of priority: Exhibit A – General Scope of Work.
- D. Contractor’s proposal.

This contract shall supersede any prior representation or contract, written or oral.

The specific time and locations of services to be provided hereunder are “on-call” and shall be defined by City in the individual job orders from time to time during the term of this Contract. The amount of services to be requested by City under this Contract is unknown, and therefore there is no expectation as to the amount of service work to be requested.

2. DURATION OF CONTRACT. This Contract shall become effective on the date this Contract has been signed by every party hereto. Contractor acknowledges that no work has been or will be performed for the project under this Contract until this Contract is fully executed and effective.

Contractor shall complete performance of this contract on or before the Date of Completion stated above. City may elect to renew this Contract upon the same terms and conditions for up to four additional one-year periods. Renewal shall occur automatically, unless

notice is given by City to the Contractor not less than 60 days prior to the completion date stated above, and the same date of each year thereafter for which the Contract is renewed.

3. PAYMENT

A. Amount of Payment. Contractor shall be compensated for all goods, materials, expenses, and services as follows: payment based on lump-sum payment tasks, reimbursement of expense costs, and Contractor's rate schedule, as set forth on Exhibit A; provided however that the contract amount shall not exceed \$99,000.00.

The City may request in a job order that the Contractor provide an estimate of the cost of the specific job, and whether that cost estimate is the Contractor's best guess or is a Not To Exceed Amount as to that job order.

Upon any renewal, the Contract Amount for the renewal term shall be adjusted not more than the percentage increase of the Portland Consumer Price Index of the Federal Bureau of Labor (<http://www.bls.gov/cpi/>; select "Regional Resources" / Portland, Or), based upon the rate of change from the last reported half -year (HALF) to the immediately preceding prior half-year (HALF). Example, if determining the rate of change for a renewal date of February 1, 2009, the increase would be 1.54 percent [216.159 (HALF2 for 2008) minus 214.169 (HALF1 for 2008)]

B. Manner of Payment. Payment shall be due to the contractor, in accordance with the subsection Date of Payment below, upon the following: An invoice shall be submitted by contractor within 30 days following the commencement of any work under a job order, and shall continue each month thereafter while any job work is being performed. The invoice shall contain the charges for all work performed during the invoice period. The invoices shall describe all performances and explain all expenses for which reimbursement is claimed. Contractor shall send invoices to City's Public Contracting Officer."

C. Social Security or Employer Identification Report / Date of Payment. No payment shall be due to the Contractor until the Contractor has completed and submitted to the City's Finance Department the IRS Form W-9 Request for Taxpayer Identification and Certification (<http://www.irs.gov/pub/irs-pdf/fw9.pdf>). Payment shall be tendered, when due, in a manner consistent with the City's Finance Department's accounts payable check run cycle in place at the time payment is due.

4. TIME IS OF THE ESSENCE. Contractor agrees that time is of the essence under this Contract.

5. TERMINATION

A. Parties' Right to Terminate For Convenience. This Contract may be terminated at any time by mutual written consent of the parties.

B. City's Right To Terminate For Convenience. City may, at its sole discretion, terminate this Contract, in whole or in part, upon 10 days notice to Contractor.

C. City's Right to Terminate For Cause. City may terminate this Contract, in whole or in part, immediately upon notice to Contractor, or at such later date as Public Contracting Officer may establish in such notice, upon the occurrence of any of the following events:

(i) City fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for Contractor's Work;

(ii) Federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the Work under this Contract is prohibited or City is prohibited from paying for such Work from the planned funding source;

(iii) Contractor no longer holds any license or certificate that is required to perform the Work; or

(iv) Contractor commits any material breach or default of any covenant, warranty, obligation or agreement under this Contract, fails to perform the Work under this Contract within the time specified herein or any extension thereof, or so fails to pursue the Work as to endanger Contractor's performance under this Contract in accordance with its terms, and such breach, default or failure is not cured within 5 business days after delivery of Public Contracting Officer's notice, or such longer period as Public Contracting Officer may specify in such notice.

D. Contractor's Right to Terminate for Cause. Contractor may terminate this Contract upon 30 days' notice to Public Contracting Officer if City fails to pay Contractor pursuant to the terms of this Contract and City fails to cure within 30 business days after receipt of Contractor's notice, or such longer period of cure as Contractor may specify in such notice.

E. Remedies. In the event of termination pursuant to subsections B, C(i), C(ii) or D, Contractor's sole remedy shall be a claim for the sum designated for accomplishing the Work multiplied by the percentage of Work completed and accepted by Public Contracting Officer, less previous amounts paid and any claim(s) which City has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under this subsection, Contractor shall pay any excess to the City upon demand.

In the event of termination pursuant to subsection C(iii) or C(iv), City shall have any remedy available to it in law or equity. If it is determined for any reason that Contractor was not in default under subsection C(iii) or C(iv), the rights and obligations of the parties shall be the same as if the Contract was terminated pursuant to subsection B.

F. Contractor's Tender Upon Termination. Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless Public Contracting Officer expressly directs otherwise in such notice of termination.

Upon termination of this Contract, Contractor shall deliver to Public Contracting Officer all documents, information, works-in-progress and other property that are or would be

deliverables had the Contract been completed. Upon Public Contracting Officer's request, Contractor shall surrender to anyone Public Contracting Officer designates, all documents, research or objects or other tangible things needed to complete the Work.

6. INSURANCE. The Contractor will not perform any work under this contract until the City has received copies of applicable insurance policies or acceptable evidence that the insurance indicated as required in subsection D below is in force.

A. Scope of Insurance. The Contractor shall obtain prior to the commencement of the Contract, and shall maintain in full force and effect for the term of this contract, at the Contractor's expense, the policies indicated below in subsection D for the protection of the Contractor. The Contractor shall not undertake any acts that shall affect the coverage afforded by the above policy. If the insurance policy is issued on a "claims made" basis, then the Contractor shall continue to obtain and maintain coverage for not less than three years following the completion of the contract.

If no automobile liability insurance policy is required in subsection D, Contractor expressly acknowledges and agrees that City is not providing any automobile insurance to Contractor and that as to the City and any third parties, Contractor bears sole liability for claims, damages, injury (including death) and losses, arising out of or resulting from Contractor's operation of Contractor's automobile or any other automobile, whether or not such use is related to Contractor's work under this contract, and Contractor shall make no claim against the City for any claim, damage, injury, or loss resulting thereby. Notwithstanding the foregoing, Contractor further agrees that Contractor shall not transport any third parties while performing services under this Contract in Contractor's automobile or any other automobile unless Contractor has obtained the prior written consent of the City.

B. Coverage Amount. The policies shall be issued by a company authorized to do business in the State of Oregon, protecting the Contractor or subcontractor or anyone directly or indirectly employed by either of them against liability for the loss or damage of personal and bodily injury, contractual liability, death and property damage, and any other losses or damages above mentioned with limits not less than as stated in subsection D below or the limit of public liability contained in ORS 30.260 to 30.300 for any policy, whichever is greater.

C. Certificate of Insurance / Additional Insured Endorsement. The Contractor shall cause the insurance company to provide the City with: (i) a certificate of insurance and, (ii) if an additional insured endorsement is indicated as required in subsection D below, an endorsement thereto naming the City, its officers, agents, and employees as an additional primary insured for those policies indicated above. The Contractor shall provide the City written notice of cancellation or material modification of the insurance contract for not less than the following notice for the purposes stated: 30 days prior notice for reasons other than non-payment; 10 days prior notice for non-payment.

The Contractor shall further cause a certificate of insurance to be issued every 6 months by the Contractor's insurance company or companies during the term of the Work, to assure that the required insurance is maintained.

D. Insurance Policy Requirements

Required?	Type of Insurance	Minimum Coverage	City named as Additional Insured
Yes	Comprehensive general or commercial general liability	\$1,000,000 per occurrence and \$2,000,000 in the aggregate	Yes
No	Protection and Indemnity US L&H	\$1,000,000 per accident \$1 million per person per accident	
Yes	Automobile liability	\$1,000,000 per occurrence-combined single limit or \$1,000,000 bodily injury and \$1,000,000 property damage	
No	Professional liability	\$1,000,000 per claim	No
Yes	Workers Compensation Employer's Liability	Statutory Coverage \$1 million per person per accident	

Tree Care & Landscapes Unlimited, Inc.

CITY OF LAKE OSWEGO

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

 Alex D. McIntyre, City Manager
 Date: _____
 Public Contracting Officer
 380 A Avenue
 P.O. Box 369
 Lake Oswego, OR 97034

Check one:
 Sole Proprietor _____
 Partnership _____
 Corporation _____
 Limited Liability Company _____
 Limited Liability Partnership _____
 Other: _____

Date Authorized by Council, if applicable: N/A

Domicile, if other than Oregon: _____

APPROVED AS TO FORM:

 Evan P. Boone
 Deputy City Attorney



June 28, 2011

City of Lake Oswego

Thank you for giving Tree Care & Landscapes Unlimited, Inc. the opportunity to be of service to you. The following is a proposal for the job located above, per your request.

PROPOSAL

Lake Oswego City Hall, 380 A Ave., Lake Oswego, OR

1. *Remove large Grand Fir with pink ribbon in lower parking lot. Haul debris.*

*Cost: \$1,800.00
Grind stump, leave grindings: \$ 400.00 (grind 18" below surface)
Haul grindings ADD: \$ 200.00*

NOTE: That's with City of Lake Oswego providing permit and vacating enough parking spaces to allow us to work.

Evergreen Street, between 3rd & 4th, Lake Oswego, OR

2. *Pruning of trees on north side of Evergreen Street between 3rd & 4th. Prune 4 Scarlet Oaks, 2 Coast Redwoods, 1 large Douglas Fir, 2 Crimson King Maples, 1 Red Maple & 1 Gingko. Safety pruning, street clearance, deadwood removal (does not include dead twigs or anything under 1/2"). Haul debris.*

Cost: \$2,600.00

Requires City of Lake Oswego provides access to the trees and no parking underneath during the work.

If you have any further questions, please feel free to call me at 503-635-3165.

Sincerely,

Raymond Myer, General Manager
Tree Care & Landscapes Unlimited, Inc.
Certified Arborist by the International
Society of Arboriculture, #PN-0160
Oregon Landscape Contractors Lic. # 11604
Oregon Dept. of Agriculture, Commercial
Pesticide Applicators License # 00187

Residential and Commercial Spraying•Fertilizing•Pruning•Landscape Installation•Landscape Maintenance•Consultation
MEMBER: Tree Care Industry Association•International Society of Arboriculture•Oregon Landscape Contractors Assoc.
State Licensed Tree Service #62635•Landscape Contractor #5659•Chemical Application @000231•Insured
P.O. Box 1566•Lake Oswego, OR 97035•503-635-3165•Vancouver 360-737-2646•Fax 503-635-1549
Visit our website at www.tclu.com•E-mail: info@tclu.com

EXHIBIT A

2009 Pricing Guide

February 18, 2009

Landscape Construction Division (Commercial -10% except Barkdust)

Crew leaders - \$55 per hour, Laborers - \$50.00 per hour + Materials + 10% materials

Field mowing is \$80 per hour, Brush mowing is \$100 per hour

Irrigation & Night Lighting Installations are done by the Landscape Construction Division

Sod Lawn with Prep under 5,000 SQ FT Approx. \$ 1.75 per SQ FT

Seed Lawn with Prep under 5,000 SQ FT Approx. \$ 1.00 per SQ FT

Lawn Renovation & Reseed Approx. \$.75 per SQ FT

Blown-On Barkdust (Rexius, 1 unit minimum, see page 3, marked up 12.5%)

Medium Fir \$ 358 per first unit

Fine Dark Fir \$ 380 per first unit

Medium Dark Fir... \$ 380 per first unit

Garden Compost \$ 369 per first unit

Premium Hemlock..... \$ 392 per first unit

Irrigation Repair Division

Irrigation & Night Lighting Repair are \$25 show up fee + \$55 per man-hour + materials

Irrigation turn on or off - Speak to Manager

Landscape Maintenance Division (Commercial -20%)

Regular Accounts \$ 39 per man-hour

One-time Cleanups \$ 44 per man-hour

Gutter Cleaning (Minimum 1 hour, one story only) \$ 44 per man-hour

Lawn Aeration (Soil cores left on-site)..... \$ 44 per man-hour

Pruning and Removals Division

Big (20'+) Tree Work, Removal or Climbing \$ 85 per man-hour

General Pruning \$ 75 per man-hour

Brush Chipping \$ 75 per man-hour

Stump Grinding \$ 100 per man-hour

Gutter Cleaning ...(Minimum 1 hour, 2 story and above)..... \$ 75 per man-hour

Consulting is \$100 per hour with a \$200 minimum for a Written Report

Plant Health Care Division (See next page)

Herbicide Application \$ 185 per man-hour

Insecticide & Fungicide \$ 185 per man-hour

Pressure Fertilizer \$ 185 per man-hour (\$90 minimum)

Mycorrhizae is an additional cost

Note 1: Travel time is billable

Note 2: Emergency work or overtime work is time-and-a-half

Note 3: Barkdust prices are subject to change

Note 4: Discover, Mastercard and Visa are accepted