



Grounds Maintenance Agreement

Branch	Columbia
Contract ID	41669
Contract Date	1/7/2022
Contract Commence:	1/1/2022
Contract Expiration:	12/31/2022

Submitted To: City of Columbia	Property Name: COC - Columbia Community Land Trust	Contact: Jake Amelunke
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Contracted Operations:

Mowing Services

	<u>Cost Per Occurrence</u>	<u>Frequency</u>	<u>Annual Cost</u>
Mowing, Trimming, Edging, and Blowing	\$92.00	30	\$2,760.00
		Subtotal	\$2,760.00
		Sales Tax	\$0.00
		Total	\$2,760.00

Notes: This sales tax amount represents the State/County/City rate at the time this contract was printed. Actual sales tax will be charged at the applicable statutory rate at the time services are billed.



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Optional Services

Cost Per Occurrence

Any Optional Service authorized by Customer will be invoiced on a monthly basis for services performed during the month at the rates listed above, plus all applicable sales taxes required.

Irrigation Repair Services:

Repair Rates:

- 1.) Hourly rate for 1st hour (one hour minimum) \$90.00
- 2.) Hourly rate after 1st hour (billed in 15 minute increments) \$75.00
- 3.) Materials charged at manufacturers suggested retail price.

Initial here for authorization to repair while on site, as needed, not to exceed \$500.00.

_____ Billed at the above rates, except first hourly rate and minimum is waived.

Initial here if notification required prior to repairs being made, per rates stated above.

_____ Subject to 1st hourly rate for returns trip of \$90 per hour. One hour minimum.

Terms: Due on Receipt days. Accounts past due will have a service charge of 1.5% per month added.

ACCEPTANCE OF PROPOSAL: The above prices and following terms and conditions as stated are satisfactory and herein accepted.

P.O. Number _____

Signature _____

Signature _____

Columbia Landcare, LLC

Date _____

Date 1/7/2022



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TERMS AND CONDITIONS

Assignment:

No assignment, transfer of right, obligation, claim or relief under this Agreement may be made by either Contractor or Client without prior written consent of the other party. Any assignment or transfer made in violation of the requirements of this paragraph shall be void and unenforceable.

Relationship of Parties:

The legal relationship of the Contractor to the Client with respect to the services rendered pursuant hereto shall be that of an independent contractor and not that of an agent or employee.

Default:

If Contractor fails to fully perform in a timely and proper manner its obligations under this Agreement, or violates any of the covenants, agreements or stipulations of this Agreement and Contractor fails to cure any such default within 10 days after receipt of written notice from Client specifying the acts or omissions which constitute a default hereunder, Client shall have the right to terminate this Agreement for cause by providing Contractor with not less than 10 days prior written notice which specifies the termination date. In the event of termination for cause, the Client shall pay the Contractor in accordance with this Agreement for all services performed to the effective date of termination. In the event Client fails to make payment for any services provided pursuant to this Agreement within the payment terms of this Agreement, Contractor may, but shall not be obligated to, suspend services until all past due amounts have been paid in full.

Payment Terms:

Payment for service(s) is due within 30 days upon receipt of monthly invoices or based on applicable terms mutually agreed to. Late charges on past due amounts shall accrue at the rate of one and one half percent (1½%) per month, beginning on the first day following the due date of the invoice. In the event that payment is not timely and Contractor must commence collection efforts, Contractor reserves the right to suspend services until past due amounts are paid in full. If collection measures become necessary, the Client agrees to pay all of Contractor's related costs, including but not limited to reasonable attorney's fees and court costs, whether or not suit is filed. Client agrees that if sales tax is, or becomes applicable to the services or any portion(s) thereof, that Client shall pay these taxes in addition to the fees specified in the Landscape Management Agreement. Sales tax as listed on the Landscape Management Agreement is an estimate based on applicable jurisdictions at the time the Agreement was produced, therefore Client understands and agrees that any subsequent change in rates will be reflected on future invoices on the effective date of any tax rate changes. All payments should be mailed to:

Columbia Landcare, LLC
7105 W Henderson Rd Columbia, MO 65202
C/O Accounts Receivable

Choice of Law:

This Agreement shall be governed by the laws of the State of Missouri. Venue for any action brought under this Agreement will be in Missouri.

Insurance:

Contractor shall secure and maintain, throughout the performance of services under this Agreement, General liability, Employers Liability, Auto Liability & Umbrella Liability coverage, as specified below.

- Worker's Compensation Insurance with statutory limits;
- Employer's Liability Insurance with limits of not less than \$1,000,000;
- Commercial General Liability Insurance with combined single limits of not less than \$1,000,000 per occurrence/\$2,000,000 annual aggregate;
- Comprehensive Automobile Liability Insurance, including owned, non-owned and hired vehicles, with combined single limits of not less than \$1,000,000.
- Umbrella Coverage of at least \$5,000,000 per occurrence/\$5,000,000 annual aggregate

Insurance shall be placed with insurance companies rated, at a minimum, "A" by Best Key Rating Guide. If required by Client, Contractor shall furnish to the Client Certificates of Insurance verifying that such insurance has been obtained. Such Certificates of Insurance shall incorporate a commitment to provide written notice to the client at least thirty (30) days prior to any cancellation, non-renewal or material modification of the policies. If the Client or Indemnitees are damaged by failure of the Contractor to purchase and maintain the required insurance coverage and limits of liability, the Contractor shall bear all reasonable costs, expenses and damages incurred by the Client or Indemnitees arising out of such failure to purchase and maintain the required insurance coverage and/or limits of liability.

Withholdings and Licenses:

Contractor and Client agree that Columbia Landcare, LLC is an independent contractor and, as such, shall assume liability for its own withholding taxes, social security taxes, unemployment taxes, licenses, and insurance pertaining to its employees or operations. Contractor is required to maintain all applicable licenses and permits within the cities, counties, and states of operation.

Indemnification:

Contractor agrees to indemnify, defend, and hold harmless the Client/Owner, together with their respective subsidiaries, assigns, employees, and representatives (herein collectively and individually referred to as the "Indemnitees") from and against any and all claims, losses, liabilities, judgments, costs and expenses and damages and injuries to third parties arising out of or caused by the negligent act, error, omission or intentional wrongdoing of the Contractor, Contractor's subcontractors or their respective agents, employees or representatives which arise from the performance of Contractor's operations hereunder or otherwise while present on the property for the purpose of rendering services pursuant to this Agreement. The Contractor's obligations with respect to indemnification hereunder shall remain effective notwithstanding completion of the services or the termination of an applicable Agreement. The indemnity rights and obligations identified in these specifications shall be, and are the only indemnity rights and obligations between the parties, in law or equity, arising out of or related to Contractor's services under this Agreement or any claims asserted in relation thereto.

Limitation of Liability:

Except for the indemnification provision applicable to claims by third parties against Client, Contractor's total and cumulative liability to Client for any and all claims, losses, costs, expenses and damages, whether in contract, tort or any other theory of recovery, shall in no event exceed the amount Client has paid to Contractor for services under this Agreement during the calendar year in which the claim first accrued. In no event shall Contractor be liable for incidental, consequential, special or punitive damages.

Risk of Loss:

Contractor shall not be responsible for delays or losses caused or attributable, in whole or in part, to circumstances beyond its reasonable control, including but not limited to, acts of God, governmental restrictions or requirements, severe or unusual weather, natural catastrophes, vandalism or acts of third persons. Client assumes the full risk of loss attributable to all such occurrences, including but not limited to, the repair or replacement of landscaping.

Nonwaiver:

No delay or omission by Contractor in exercising any right under this Agreement, and no partial exercise of any right under this Agreement, shall operate as a waiver of such right or of any other right under this Agreement as provided for by law or equity. No purported waiver of any right shall be effective unless in writing signed by an authorized representative of Contractor and no waiver on one occasion shall be construed as a bar to or waiver of any such right on any other occasion. All rights of Contractor under this Agreement, at law or in equity, are cumulative and the exercise of one shall not be construed as a bar to or waiver of any other.

