

RESOLUTION NO. 2018-12-S&S

**RESOLUTION AUTHORIZING THE MUNICIPAL MANAGER TO ENTER INTO A
CONTRACT WITH GREGORY FORREST LESTER, INC.
FOR TREE AND STUMP REMOVALS**

WHEREAS, the Village of Greenhills sought bids from qualified vendors to provide tree pruning and removal services; and

WHEREAS, Gregory Forrest Lester, Inc. submitted the lowest and best bid for said services;

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Greenhills, Ohio:

SECTION 1. That the Municipal Manager is hereby authorized to enter into a contract with Gregory Forrest Lester Inc., in the amount of approximately \$48,450.00 for the Tree Pruning & Removal project.

SECTION 2. That the Finance Director is hereby authorized to pay said amount to Gregory Forrest Lester Inc. for said services.

SECTION 3. This Resolution shall be in full force and at the soonest possible date.

Passed this 24th day of April, 2018.

David Moore, MAYOR /s/

Kathryn L. Lives, CLERK OF COUNCIL /s/

RESOLUTION NO. 2018-12-S&S
TREE & STUMP REMOVAL CONTRACT

THIS CONTRACT, is made and entered into this ___ day of _____, 2018, by and between the Village of Greenhills, whose address is 11000 Winton Road, Greenhills, Ohio 45218 (hereinafter “Greenhills”) and Gregory Forrest Lester (hereinafter “Service Provider”), whose address is 7798 Reading Road, Cincinnati, Ohio 45251.

SECTION 1. DESCRIPTION OF PROJECT

Greenhills hereby retains Service Provider to perform, and Service Provider hereby agrees to perform, the tree and stump removal services described in the Tree & Stump Removal Specifications attached hereto and by reference made a part hereof, and according to the terms and conditions outlined herein.

Any services beyond those identified in this Contract shall be considered Additional Services and shall be authorized in writing by an Addendum to this Contract executed by both parties.

SECTION 2. CONTACT PERSON

Greenhills and Service Provider shall each appoint a contact person who shall have the authority to act on behalf of each party, including, by way of illustration and not by way of limitation, to define the Scope of the Services, transmit instructions, receive information, and recommend changes in the requested services. Any additional or revised fees must be approved by the Municipal Manager. The contact person for Greenhills shall be Greenhills Municipal Manager Evonne Kovach, and the contact person for the Service Provider shall be _____.

SECTION 3. DATE OF COMMENCEMENT

The Date of Commencement for Services provided pursuant to this Contract shall be no sooner than the date this Contract is fully executed, or the date the Village identifies for the commencement of the tree and stump removals. Service Provider shall perform its services with due and reasonable diligence consistent with sound professional practice.

SECTION 4. COMPENSATION AND DURATION

Upon approval by the Village, the Service Provider shall be entitled to receive compensation based on the bid submitted by Service Provider and accepted by Greenhills, substantially in the amount of \$48,450.

This Contract shall remain in effect and the Service Provider shall provide all services necessary as provided herein during the period from the date of commencement and ending June 30, 2018.

SECTION 5. CONTRACTOR’S INSURANCE

Before starting work, the Contractor shall furnish to Greenhills, all proof of insurances required in the bid specifications.

SECTION 6. TERMS AND CONDITIONS

6.1 Invoice Procedures and Payment: Service Provider shall submit invoices to Greenhills for Services rendered. The item(s) shall be invoiced showing sufficient quantity and sufficient identification data to facilitate audit of invoices by Greenhills.

6.2 Indemnification: Service Provider agrees to indemnify, defend and hold harmless Greenhills, its agents, officials and employees, against any and all suits or claims that may be based on any injury to persons or property to the extent that such suits or claims are a result of any negligent or wrongful error, omission or act of Service Provider or any person employed by Service Provider.

6.3 Assignment/Third Parties: Neither Greenhills nor Service Provider will assign or transfer its interest in this Contract without the written consent of the other.

6.4 Suspension, Termination, Cancellation, or Abandonment: Greenhills may, upon written notice, terminate this Contract at any time for its convenience. In the event the Project identified in this Contract is suspended, canceled, or abandoned by Greenhills or upon any other default by Greenhills under this Contract, Service Provider shall be compensated for the Services provided and reimbursable expenses incurred up to the date of suspension, cancellation, or abandonment. Greenhills may terminate this Contract upon the Service Provider filing for bankruptcy, insolvency, or assignment for the benefit of creditors. Except as expressly provided otherwise in this Contract, the Village may terminate this Contract for cause upon 7 days' written notice of a substantial failure by the other party to perform in accordance with the terms of this Contract through no fault of the Village. Upon receipt of such termination notice the Service Provider shall have the right to correct its failure within seven days of receiving said notice.

6.5 Standard of Care: Service Provider agrees to perform services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Service Provider agrees to perform services in accordance with any applicable federal, state, or local law or regulation.

6.6 Waiver: Any failure by Greenhills to require strict compliance with any provision of this Contract shall not be construed as a waiver of such provision, and Greenhills may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

6.7 Relationship: Service Provider is an independent contractor to Greenhills in performing its Services under this Contract and is not an employee, agent, joint-venturer, or partner of Greenhills.

6.8 Severability: Any provision of this Contract later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect.

6.9 Entirety of Contract: This Contract and its attachments embody the entire Contract and understanding between the parties, and there are no other Contracts and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change, or modification of the terms of this Contract shall be valid unless made in writing and signed by both parties hereto. This Contract shall be governed by the laws of the State of Ohio. This Contract includes this document and, by this reference, incorporates the related bid documents as if fully set forth herein.

6.10 Notices: Any notice required hereunder shall be sufficiently given when sent to the signatories hereunder or to the above-named contact person via United States certified mail, return receipt requested, or via overnight courier with receipt verification to the address set forth herein, or by personally delivering such notice to the party to be in receipt thereof.

IN WITNESS WHEREOF, this Contract, which is subject to the terms and conditions of Sections 1 through 6 and Attachment(s), is accepted as of the date first written above.

VILLAGE OF GREENHILLS, OHIO

GREGORY FORREST LESTER, INC.

Signed: _____
Typed Evonne Kovach
Title: Municipal Manager
Date: _____

Signed: _____
Typed _____
Title: _____
Date: _____