

LAGOON MOWING CONTRACT

This contract is entered this _____ day of _____, 2017,

between the **City of Springville, IA** (City) and

_____ (Contractor).

1. The City of Springville desires to have said Contractor keep the lagoon grounds in a rough cut condition which includes:
 - mowing of grass three (3) times between June and October.
2. In addition to the above the contractor shall:
 - Use all their own equipment in the performance of their duties and/or service.
 - Hold and give to the City for file, proof of liability and workers compensation insurance coverage and fill out a W-9 for their services.
 - Shall pay for cost & repair of any damages caused by their services &/or equipment. All work shall be done in a responsible & safe manner to the satisfaction of the public works department.
3. The City of Springville shall:
 - Pay Contractor _____ per mowing for an estimated period of three (3) months commencing approximately June 1, 2017, through approximately October 31, 2017.
4. The parties to this contract intend that the relationship between them created by this contract is that of employer-independent contractor. No agent, employee, or servant of contractor shall be or shall be deemed to be the employee, agent or servant of the City. The City is interested only in the results obtained under this contract. The manner and means of conducting the work are under the sole control of Contractor. None of the benefits provided by the City to its own employees, including, but not limited to, workers compensation insurance and unemployment insurance, are available from the City to the employees, agents, or servants of Contractor. Contractor will be solely and entirely responsible for their acts and for the acts of their agents, employees, servants and subcontractors during the performance of this contract.
5. Contractor shall be solely responsible for hiring and paying those individuals necessary and appropriate to carry out the work called for in this contract. Persons hired by the Contractor shall be and remain Contractor's employees.
6. Contractor agrees to indemnify and hold the City harmless against all claims or actions based on damage or injury to persons or property sustained in connection with the performance of this contract.
7. The services provided under the contract shall be evaluated routinely by the public works department. The contract may be amended following said evaluation upon such terms as the parties can mutually agree. If, at any time, either party is in default under the terms of the contract, the other party may give the defaulting party a written notice specifying the default. Said written notice shall be served upon the City Clerk, The contract shall terminate thirty (30) days following the Clerk's receipt of said notice.

Contractor

Mayor