



Delano Economic Development Authority
“Serving Delano’s Housing Needs”

Tammy Matthees
Housing Coordinator
Phone(763) 972-2945
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Crow River Villa
125-5th St South
Delano, MN 55328

LAWN MOWING CONTRACT

AGREEMENT: This Agreement made on April 13th, 2015, by and between Meyer’s Outdoor Services, (“Contractor”) and the Delano EDA.

DEFINITIONS: The following definitions apply to this contract.

- 1.1 “City” means the Delano EDA
- 1.2 “Contracting Party” or “Contractor” means the party or parties that are contacting with the City under the Contract.

DATA PRACTICES ACT: Contractor shall at all times abide by the Minnesota Government Data Practices Act, Minn. Stat. §13.01, et seq., to the extent that the Act is applicable to data and documents in hands of Contractor.

AUDITS: The books, records, documents and accounting procedures and practices of the Contract or other parties relevant to this Agreement are subject to examination by the City and either Legislative Auditor or the State Auditor for a period of six years after the effect date of this Agreement.

WORKERS COMPENSATION INSURANCE: Contracting Party represents and warrants that it has and will maintain during the performance of this agreement worker’s compensation insurance coverage required pursuant to Minn Stat. § 176.181, subd 2 and that the certificate of insurance or written order of the Commissioner of Commerce permitting self insurance of worker’s compensation insurance coverage provided to the City prior to execution of this agreement is current and in force and effect.

DISCRIMINATION: In performance of this Agreement, Contractor shall not discriminate on the grounds of or because of race, color, creed, religion, national origin, sex, marital status, status with regards to public assistance, disability, sexual orientation, or age against any employee of Contractor, any subcontractor or it, or any applicant for employment. Contractor shall include a similar provision in all contracts with subcontractors to this Agreement. The Contractor further agrees to comply with all aspects of the Minnesota Human Rights Act, Minn. Stat. §363.01, et. Seq., Title VII of the Civil Rights Act of 1964, and the Americans with Disability Act of 1990.

CONFLICTS: No salaried officer or employee of the City and no member of the Board of the City shall have a financial interest, direct or indirect, in this Agreement. The violation of this provision rendered the Agreement void. Any federal regulations and applicable state statutes shall not be violated.

CLAIMS: To receive any payment on this Agreement, the invoice or bill must include the following signed and dated statement: "I declare under the penalty of perjury that this account, claim or demand is just and correct and that no part of it has been paid".

CONTRACTING PARTY'S PROMPT PAYMENT OF SUBCONTRACTORS. The Contracting Party shall pay to any subcontractor within ten (10) days of the Contracting Party's receipt of payment from the City for undisputed services provided by the subcontractor. The contracting Party shall pay interest of one and a half percent (1 ½%) per month or any part of a month to a subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100.00 or more is \$10.00. For an unpaid balance of less than \$100.00, the Contracting Party shall pay the actual amount due to the subcontractor.

LIMITATIONS OF REMEDIES: In the event of a breach of the Agreement by the City, Contractor shall not be entitled to recover punitive, special or consequential damages or damages for loss of business.

SERVICES: The Delano EDA hereby agrees to engage the services of the Contractor to provide lawn mowing services herein set forth and the Contractor agrees to perform such services to acceptable professional standards and for the compensation herein set forth. All Delano EDA' property will be mowed and trimmed once a week. All trimming will be done around posts, buildings, trees, in and around all other outside equipment and fences (wood or steel).

The Contractor shall be responsible for properly disposing of all debris from public property before each mowing begins.

TERMS: This Agreement shall commence April 13th, 2015 and shall continue in effect thereafter through Fall clean up, 2017.

COMPENSATION: The price to be paid to Contractor for all work covered by this agreement shall be as follows:

2015 - 2017

Mowing (per season)	\$60.00 per time
Spring Clean Up	\$160.00
Fall Clean Up	\$160.00
Fertilizer (3 times)	\$368.00

This price is based upon the area to be serviced and the frequency of service outlined in the services. If there are changes in areas or services, the EDA agrees to negotiate a reasonable price adjustment with the Contractor.

MODIFICATION: The parties may from time to time request changes in this Agreement. Such changes will be dealt with as a "change order" through the Delano City Council.

TERMINATION: Notwithstanding any other section or provision of this Agreement, either party may terminate this Agreement upon thirty (30) days written notice, at any time, without reason, to the other party's representative at its respective address.

MODIFICATON: The parties may from time to time request changes in this agreement. Such changes, including any increase or decrease in the Contractor's compensation which are mutually agreed upon by and between the Delano EDA and the contractor, shall be effective when incorporated in written amendments to this agreement.

HUD CHANGES: a) the HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered. b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount,, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly. c) the Contractor must assert its right to equitable adjustment under this clause within 30 days from the date of receipt of the written order, However, if the HA decided that the facts justify it, the HA may receive and act upon a proposal submitted before final payment of the contract. d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed. e) No services for which an additional cost or fee will be charged by the contractor shall be furnished without the prior written consent of the HA.

INSURANCE: The Delano EDA will be requiring the Contractor to execute and deliver unto the Delano EDA a Certificate of Insurance for Public Liability, General Liability, Worker's Compensation and Minnesota "no-fault" coverage, covering all vehicles and equipment and all operations to be performed by the Contractor pursuant to the contract. Such insurance shall provide at least the following coverage:

PUBLIC LIABILITY INSURANCE: Including general liability, automobile and inland marine:

- (a) At least \$1,000,000 when the claim is one for death by a wrongful act or omission and \$1,000,000 to any claimant in any other case including, but not limited to, claims for bodily injury, death or property damage;
- (b) \$1,000,000 for any number of claims arising out of a single occurrence whether for bodily injury, death, or property damage.
- (c) Liability insurance shall include contractual liability coverage, covering all obligations of the Contractor under this contract and shall name Delano, its elected officials, employees, and agents as additional insured.

WORKERS COMPENSATION INSURANCE: Covering all employees of the Contract engaged in the performance of the contract, in accordance with the Minnesota Workers Compensation Law.

The Contractor's insurance of the above amounts and coverage shall be maintained at all times for the duration of the contract. The insurance company or agent for the company shall provide the Delano EDA with thirty (30) days prior written notice of cancellation, non-renewal, or any material changes in policies. A Certificate of Insurance shall be filed with the Housing Director evidencing insurance coverage as set forth above.

CONTRACTOR INDEMNITY: Contractor agrees to defend, indemnify and hold harmless the Delano EDA, its Elected Officials, Council Members, its officers, employees and agents (collectively referred to as "Indemnities") from and against, and shall reimburse each such indemnity for any, and all loss, claim,

liability, damage, judgment, penalty, injunctive relief, cost, expense, action or cause of action imposed by law or principal of common law or equity in connection with the contract and arising out of or relating in any way to the activity or inactivity of Contractor, its predecessor, or anyone acting through or on behalf of the Contractor.

INDEPENDENT CONTRACTOR: The Contractor will report to Tammy Matthees, Delano EDA Housing Coordinator who is responsible for overseeing the contract on behalf of the Delano EDA. The parties intend that the Contractor in performing services herein specified shall act as an independent contractor and shall have control over the work and the manner in which it is performed.

CONTRACTOR'S EMPLOYEES: All employees of Contractor must meet state and federal employment requirements.

RECORDKEEPING REQUIREMENTS: PHAs and any other employers (e.g., contractors, subcontractors) engaged on work subject to HUD-determined wage rates must make and maintain for 3 years from the completion of the work, records containing information demonstrating compliance with the prevailing wage rates determined by HUD and applicable to the work. These records must at a minimum contain for each laborer and mechanic employed:

- 1) His or her name, address and social security number;
- 2) Correct work classification or classifications;
- 3) Hourly rate or rates of monetary wages paid;
- 4) Rate of any fringe benefits provided;
- 5) Number of daily and weekly hours worked;
- 6) Gross wages earned;
- 7) Any deductions taken; and
- 8) Actual wages paid.

Such records shall be made available for inspection or transcription by the authorized representatives of the PHA and/or HUD.

PAYROLL DEDUCTIONS AND FREQUENCY OF WAGE PAYEMENTS: Employers must pay to each employee subject to HUD-determined wage requirements the full amount of wages due free and clear and without subsequent deduction (except as otherwise proved by law or regulations). These payments must be made no later than one pay period following the end of the regular pay period in which wages were earned or accrued. A pay period may not be of any duration longer than semi-monthly.

ENTIRE AGREEMENT: This Agreement contains the entire Agreement between the Contractor and the Delano EDA. All prior negotiations between the parties are merged in this Agreement, and there are no understandings or agreements other than those incorporated herein. This Agreement may not be modified except by written instrument signed by both parties.

Dale Graunke, Mayor

Date

Tammy Matthees, Housing Coordinator

Date

Contractor

Date



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Affidavit of Wage Rates

I, Troy Meyer, on behalf of Meyer's Outdoor Service, do hereby certify that the contractor or subcontractor listed above is currently abiding by the HUD standard Maintenance Wage Rate during the service of the Delano EDA as seen on the attached maintenance Wage Rate Determination form under lawn maintenance. Record keeping will also be in accordance with HUD under the enclosed General conditions for Non-Construction Contracts.

Contractor's signature

Date