

**2014  
Lawn Mowing Contract  
City of Delano  
Request for Proposals**

**Introduction**

The City of Delano is currently soliciting sealed bids for mowing of certain City of Delano Park Areas as shown on the attached Exhibit A.

**Advertisement**

1. The City will acknowledge the contractor and/or sponsor for contracted services in the City's newsletter and website. Contractor shall be allowed one four (4) sq feet sign, at Contractors and/or sponsors expense, to be located in the park as identified on map of park areal sign shall be made of wood or metal and approved by the city prior to installation

**Pre-Bid Consultation**

City staff will be holding a pre-bid meeting on Wednesday, March 05, 2014, 10:00 am. The meeting will be held at Delano City Hall, 234 2<sup>nd</sup> Street North. The purpose of the meeting is to explain bid opportunities for services the City will require with respect to lawn mowing. Contractors that may be able to provide lawn moving are encouraged to attend.

**Schedule**

Sealed bids are due Wednesday, March 12, 2014. Bids can be dropped off at City Hall or mailed to Delano City Hall, PO Box 108, Delano MN 55328.

**Fees for services**

Bids must include a rate schedule for mowing services and trimming once a week. For the purpose of this bid, mowing is to include all of the park area, trimming around posts buildings, trees, in and around play equipment and all types of fences and posts. Contractor will be responsible to properly remove all garbage and debris that may be found while performing the general lawn mowing duties.

Seal bid shall include 24 weeks of mowing between April 21 and October 03. The bid should also include a price should the City and Contractor agree, in advance, to modify these dates based on weather conditions. This provision is to allow for some flexibility should the City need to reduce the number of weekly mowing due to dry conditions and likewise allow the City to increase the number of weekly mowing due to wet conditions.

**Proposal Requirements**

Please provide the following information:

1. Statement of the Company's Qualifications
2. Statement of limitations, if any, to provide the services
4. Fee proposal for services. Contractor shall provide there on bid sheet.

5. Any other information you think would be relevant in evaluating your firm for this work.
6. The Contractor will take care in their work not to damage City Property or they will be liable for any and all damages to city property. The city of Delano will not be held liable for equipment failures due to obstacles on City Property
7. **The Contractor will be required to execute and deliver unto the City a Certificate of Insurance for Public Liability, General Liability, Worker's Compensation and Minnesota "no-fault coverage, covering all vehicles and equipment and all operation to be performed by the contractor pursuant to the contract.**
8. Attached to this Request for Bid are the exhibits for the properties to be covered by this request, Form of the Lawn Mowing contract which includes the insurance requirements, and a City of Delano map that generally identifies the location of the properties covered under this request for bid.

#### **Additional Requests for Information**

Request for additional information should be addressed to Mike Huncha, at 763-972-0580.

The City of Delano reserves the right to reject any and all proposals. The City will expect the selected proposer to enter into a contract for services that will provide further terms and conditions.

## Exhibit A

### Park Areas to be Mowed

1. Woods Creek Park (Park No. 8 on map – Exhibit C)	120,000 Sq Ft
2. Savanna Trail Park (Park No. 5 on map – Exhibit C)	140,000 Sq Ft
3. Park View Park and Trail (Park No. 7 on map – Exhibit C)	388,000 Sq Ft
4. Westridge Hills Park (Park No. 6 on map – Exhibit C)	2,500 Sq Ft
5. Maple Knoll Park (Park No. 9 on map – Exhibit C)	15,000 Sq Ft
6. Clover Springs Park AKA Water Tower Park (Park No. 13 on map – Exhibit C)	238,000 Sq Ft.
7. Barb King Inspiration Park (Park No. 4 on map – Exhibit C)	250,000 Sq Ft
8. County Line Park (Park No. 11 on map – Exhibit C)	40,000 Sq Ft
9. Stahlke Park (Park No. 10 on map – Exhibit C)	20,000 Sq Ft

Exhibit B

2014 LAWN MOWING AGREEMENT

**AGREEMENT:** This Agreement, made this \_\_\_\_ day of \_\_\_\_\_, 2014 by and between \_\_\_\_\_ and the City of Delano "City".

1. **SERVICES:** The City hereby agrees to engage the services of the Contractor to furnish the lawn mowing and yard trimming (Exhibit A) and the Contractor agrees to perform such services to acceptable professional standards and for the compensation herein set forth.
2. **TERM:** This Agreement shall commence April 21, 2014\_\_\_\_\_ and shall continue in effect thereafter for a successive 24 week month period ending on or about October 3, 2014.
3. **COMPENSATION:** The City shall compensate the Contractor \_\_\_\_\_ per week for performance of all services listed on Exhibit B and C. In the event that the Contractor and City of Delano mutually agree to reduce or increase the number of weeks for the contract year of 2014 the compensation will be reduce or increase by \_\_\_\_\_per week for the mutually agreed upon weeks.
4. **PROBATIONARY REVIEW:** During the first six (6) months of the Agreement, the City shall have the ability to immediately terminate this Agreement at any time, without reason, with written notice to Contractor.
5. **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. No notice shall be due for termination for cause. "Termination for cause" shall include, but not be limited to, breech of confidential or premises security.
6. **CHANGE IN WORK PERFORMED:** The compensation is based upon the areas to be serviced and the frequency of service outlined in Exhibit A. If there are changes in area or services, the City agrees to negotiate a reasonable price adjustment with the Contractor.
7. **MODIFICATION:** 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 City and the Contractor, shall be effective when incorporated in written amendments to this Agreement.

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

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

- i. 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;
- ii. \$1,000,000 for any number of claims arising out of a single occurrence whether for bodily injury, death, or property damage.
- iii. Liability insurance shall include contractual liability coverage, covering all obligations of the Contractor under this Agreement and shall name Delano, its elected officials, employees, and agents as additional insured.
- iv. Liability insurance policy shall provide the City of Delano with at least thirty (30) days written notice of cancellation of the policy.

**b. WORKERS COMPENSATION INSURANCE:** Covering all employees of the Contractor, if any, engaged in the performance of the Agreement, 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 Agreement. The insurance company or agent for the company shall provide Delano with thirty (30) day's prior written notice of cancellation, non-renewal, or any material changes in policies. A certificate of insurance shall be filed with the City Clerk evidencing insurance coverage as set forth above.

- 9. CONTRACTOR INDEMNITY:** Contractor agrees to defend, indemnify and hold harmless Delano, 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, attorneys fees, expense, action or cause of action imposed by law or principal of common law or equity in connection with the Agreement 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.

- 10. AUDITS:** The books, records, documents, and accounting procedures and practices of the Contractor 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 months after the effect date of this Agreement.
- 11. INDEPENDENT CONTRACTOR:** 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 shall be responsible for all taxes, including sales tax, created by the execution and implementation of this agreement.
- 12. CONTRACTOR'S EMPLOYEES:** It shall be understood and agreed that during the term of this Agreement all individuals performing duties on behalf of the Contractor shall be listed with the City. All employees must be legally eligible to perform work under State and Federal law.
- 13. HOLIDAYS:** The Contractor is not obligated to perform services on the following statutory holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Veterans' Day; Thanksgiving Day; the day after Thanksgiving; and Christmas Day.
- 14. 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 regulation and applicable state statutes shall not be violated.
- 15. CLAIMS:** To receive any payment on this Agreement, the invoice or bill must include the following signed and dated statement: "I declare under penalty of perjury that this account, claim or demand is just and correct and that no part of it has been paid."
- 16. 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 for loss of business.
- 17. APPLICABLE LAW:** This Agreement shall be governed by the laws of the State in which services are performed. If any provision in this Agreement is held by any court to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force.
- 18. 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.
- 19. 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.

**20. ENTIRE AGREEMENT:** This Agreement contains the entire Agreement between the Contractor and the City. 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.

Both parties indicate their approval of this Agreement by their signature below and each party warrants that all corporate or governmental action necessary to bind the parties to the terms of this agreement has been taken.

Dated: \_\_\_\_\_ 2014

CITY OF DELANO

By \_\_\_\_\_

Dale Graunke, Mayor

By \_\_\_\_\_

Marlene E. Kittock, City Clerk

Dated: \_\_\_\_\_ 2014

\_\_\_\_\_.

By \_\_\_\_\_

(Owner Signature)

Its \_\_\_\_\_

(Company Title)

STATE OF MINNESOTA)

) ss

COUNTY OF WRIGHT )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_,  
by Dale Gaunke, Mayor and Marlene E. Kittock, City Clerk of the City of Delano, a Minnesota municipal  
corporation, on behalf of the corporation.

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Notary Public

STATE OF MINNESOTA)

) ss

COUNTY OF WRIGHT )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_,  
by \_\_\_\_\_ a Minnesota company established under the rules of the  
State of Minnesota on behalf of the company.

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Notary Public



**Delano**  
The Spirit of Community

	Picnic Tables	Restrooms	Playground	Baseball	Softball	Football	Basketball	Soccer	Ice Hockey/Skating	Lacrosse	Tennis	Swimming	Skate Park	Open Play	Shelter
1 Central Park															
2 River Front Park and Lions Park															
3 Krienke Park															
4 Barb King Inspiration Park															
5 Savanna Park															
6 Westridge Hills Park															
7 Parkview Hills Park															
8 Woods Creek Park															
9 Maple Knoll Park															
10 Stahlke Park															
11 County Line Park															
12 Delano Schools Campus															
13 Water Tower Park															
14 Riverway Park															

Walking paths and sidewalks

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1 Central Park															
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13 Water Tower Park															
14 Riverway Park															

Walking paths and sidewalks

Exhibit D  
2014 Lawn Mowing Agreement  
Bid Form

Date: \_\_\_\_\_

Business Name: \_\_\_\_\_

Sponsor's Name: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Lawn Mowing Sites:

Park Areas to be Mowed

- |   |                |                |
|---|----------------|----------------|
| 1. Woods Creek Park (Park No. 8 on map – Exhibit C)                             | 120,000 Sq Ft  | _____ per week |
| 2. Savanna Trail Park (Park No. 5 on map – Exhibit C)                           | 140,000 Sq Ft  | _____ per week |
| 3. Park View Park and Trail (Park No. 7 on map – Exhibit C)                     | 388,000 Sq Ft  | _____ per week |
| 4. Westridge Hills Park (Park No. 6 on map – Exhibit C)                         | 2,500 Sq Ft    | _____ per week |
| 5. Maple Knoll Park (Park No. 9 on map – Exhibit C)                             | 15,000 Sq Ft   | _____ per week |
| 6. Clover Springs Park AKA Water Tower Park<br>(Park No. 13 on map – Exhibit C) | 238,000 Sq Ft. | _____ per week |
| 7. Barb King Inspiration Park (Park No. 4 on map – Exhibit C)                   | 250,000 Sq Ft  | _____ per week |
| 8. County Line Park (Park No. 11 on map – Exhibit C)                            | 40,000 Sq Ft   | _____ per week |
| 9. Stahlke Park (Park No. 10 on map – Exhibit C)                                | 20,000 Sq Ft   | _____ per week |

Alternate Bid

Weekly rate per additional week in excess of 24 weeks of mowing \_\_\_\_\_

Weekly rate per week eliminated for less than 24 weeks of mowing \_\_\_\_\_

\_\_\_\_\_  
Signature