

Lawn Care Bids for Tofte Township

1. Mowing should be done as needed, unless notified by the Board. (example: extra mowing for special occasion or skipping a mowing during dry spell)
2. Bid should reflect price/mowing for each location.
3. Bid should include all regular clean up, mowing, and trimming for each location.
Cemetery- 35 hours seasonal
Park – 35 hours seasonal
Birch Grove Community center – 35 hours seasonal
Extra work- past years about 5-10 hrs./yr.
4. Bid should include price/hr. for any extra work needed, such as, clean up after a heavy storm.
5. Proof of insurance needed with bid. (as per sample contract below)
6. Contract valid for one (1) year unless two (2) week written notice is given by either party.
7. Fill in and sign Attachment A
8. Bids due by mail or delivered to Clerk by May 8, 2018.
9. Tofte Town Board reserves the right to reject any or all bids.

Lawn Care Services Contract

This agreement (“Agreement”) is dated May 10, 2018, and is between **Tofte Township**, Cook County, Minnesota (Town), and _____, _____, Minnesota (Contractor). In consideration of the mutual promises and agreements herein set forth, and intending to be legally bound, the parties do hereby agree as follows:

1. **Mowing Services.** Contractor will mow and trim the lawn at the Tofte Park, located at Tofte Park Road, Tofte Cemetery, and the Birch Grove Community Center located at 9 Good Neighbor Hill, Tofte, MN. Services will be performed once per week or as needed, starting the week of May 15, 2018, and continuing until a two week written notice is given by either party. Contractor is solely responsible for providing all necessary personnel and for providing and maintaining the equipment necessary to perform the mowing and trimming services. Contractor will perform such services in a timely and competent fashion and will take all steps necessary to protect the public from injury arising from Contractor’s performance.
2. **Payment.** Town will pay Contractor monthly at the rates listed on the current years payment schedule (Attachment A). This rate is all inclusive and covers payment for services, salary, wages, and other personnel costs, sales and other taxes, equipment costs, and all other costs and expenses. Contractor must submit a claim for payment in time for consideration at Town’ monthly board meeting. Failure to submit a claim to the Town clerk at least 48 hours before the monthly meeting which held the second Thursday of the month may delay consideration of the claim until the next monthly meeting.
3. **Independent Contractor.** Contractor agrees it is an independent contractor for all purposes and nothing herein shall be construed as creating an employment relationship. Contractor, and its agents, officers, and employees are not eligible to receive workers compensation, unemployment insurance, or any other benefit or compensation from Town. Contractor is responsible for withholding, reporting, and paying any taxes on the payments it receives from Town.
4. **Insurance.** Contractor shall maintain during the entire term of this Agreement insurance policies providing at least \$300,000 of general liability coverage applicable to the services provided under this Agreement. Contractor must provide to Town a current certificate of insurance before starting to provide services under this Agreement.

5. **Termination.** Town may terminate this Agreement, with or without cause, upon 14 days written notice to Contractor. Without limitation of the foregoing, upon breach of this Agreement by Contractor, Town may immediately terminate this Agreement or may pursue any other available remedies at law or in equity that are necessary or desirable to enforce performance and observation of any obligation, agreement, or covenant of this Agreement.
6. **Subcontracting and Assignment.** Contractor shall not subcontract or assign any portion of this Agreement without prior written permission from Town.
7. **Miscellaneous.**
 - a. In accordance with Minnesota Statutes, Section 16C.05, subdivision 5, Contractors books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Town and Minnesota State Auditor for a minimum of 6 years from the expiration date of this Agreement.
 - b. This Agreement has been made, and its validity, performance, and effect shall be determined in accordance with the internal laws of the State of Minnesota without regard to conflict law provisions. Any dispute arising out of this Agreement shall be heard in the state or federal courts of Minnesota and the parties hereto waive any objection of such courts, jurisdictional or otherwise, and whether based on convenience or other grounds.
 - c. The waiver of any party of a breach or violation of, or failure of any party to enforce, any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach or violation or as a relinquishment of any rights hereunder.
 - d. If any part of this Agreement is invalid or unenforceable under applicable law, that part shall be ineffective only to the extent of such invalidity or enforceability without in any way affecting the remaining parts of the provision or this Agreement.
 - e. The parties acknowledge that they participated equally in the negotiation and drafting of this Agreement and that accordingly, no court shall construe this Agreement more stringently against one party than the other.
 - f. This writing represents the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any and all previous agreements of whatever nature between the parties with respect to the subject matter. This Agreement may not be altered or amended except by an agreement in writing signed by both parties.
 - g. Notwithstanding anything to the contrary herein, nothing in this Agreement shall constitute a waiver of any immunity from or limitation on liability to

which the Town is entitled, under Minnesota Statutes, Chapter 466 or otherwise.

- h.** Contractor will maintain all necessary licenses and permits and will comply with all federal, state, and local laws, rule, and regulations pertaining to Contractor's performance under this Agreement.
- i.** Contractor will defend, indemnify, protect, and hold harmless Town and all its employees, officers, and agents from any and all claims or causes of action, including attorney's fees incurred by Town or its insurers, arising from any negligent or otherwise wrongful act or omission in the performance of this Contract by Contractor or Contractor's agents or employees.

This agreement is executed as of the date stated in the introductory clause above.

TOWN

CONTRACTOR

Tofte Township

by _____

by _____

Chairperson

Print Name and Title

Attest _____

Township Clerk

Signature

Attachment A

Payment Schedule effective May 10, 2018

Extra services- \$____/hour

Cemetery- \$____/mowing

Town Park \$____/ mowing

Birch Grove Community Center \$____/mowing

Tofte Township

(contractor)