

**2019  
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.

**Pre-Bid Consultation**

City Staff will be holding a pre-bid meeting on Friday, March 22, 2019, 10:00am. 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 mowing are encouraged to apply.

**Schedule**

Sealed bids are due Wednesday, March 27, 2019 at 10:00 am. 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 22, 2019, and October 5, 2019. 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 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**

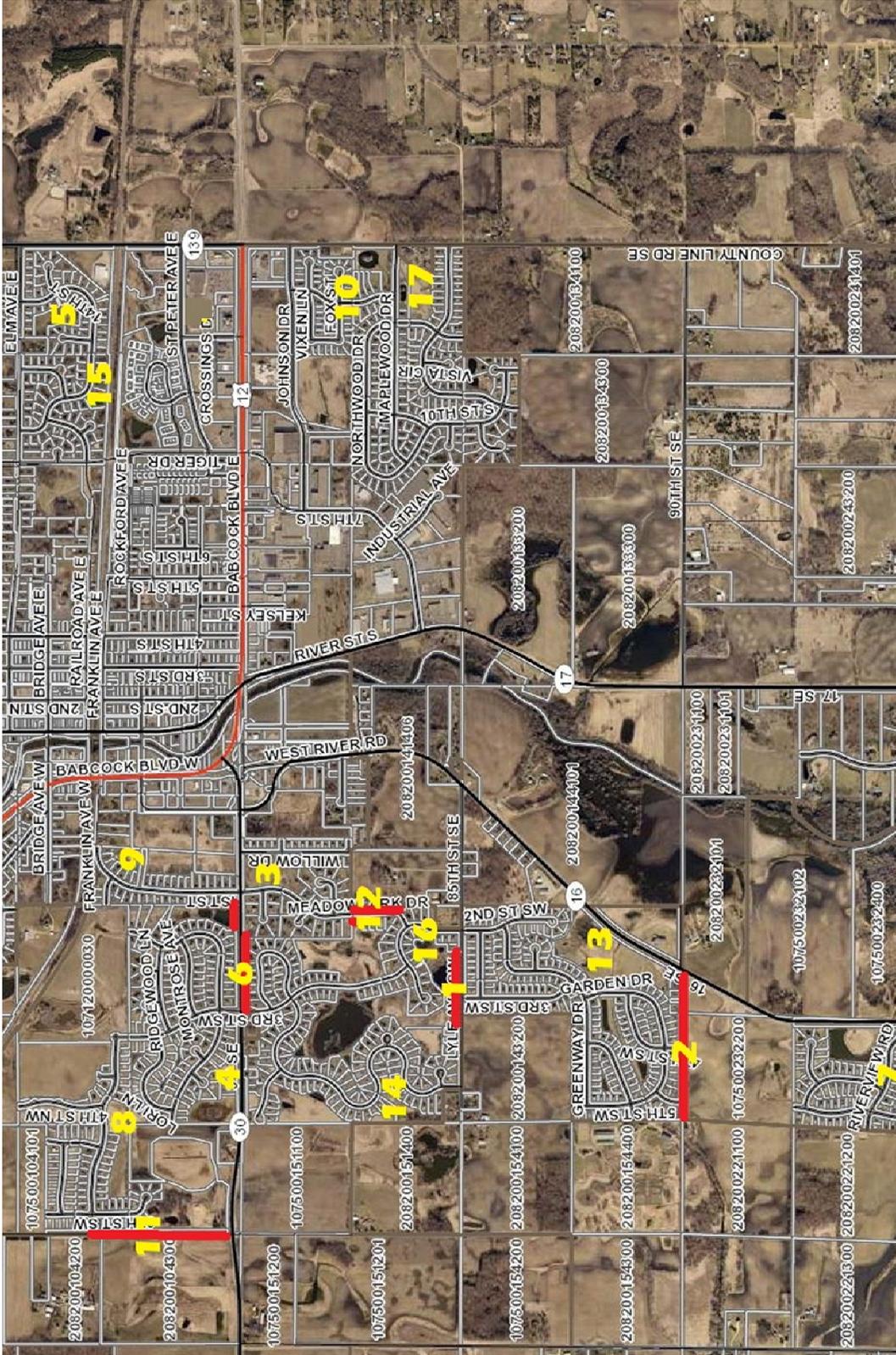
Request for additional information should be addressed to Mike Huncha, at 612-280-4344.

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. 85 <sup>th</sup> St. Northside	9,500 Sq. Ft.
2. 90 <sup>th</sup> Street Trail	16,400 Sq. Ft.
3. Barb King Inspiration Park	250,000 Sq. Ft.
4. Clover Springs Park	238,000 Sq. Ft.
5. County Line Park	40,000 Sq. Ft.
6. County Rd. 30	15,000 Sq. Ft.
7. Fox Meadow Park	32,000 Sq. Ft.
8. Highland Park	270,000 Sq. Ft.
9. Krienke Park	25,000 Sq. Ft.
10. Maple Knoll Park	15,000 Sq. Ft.
11. McKinley Median Parkway	30,000 Sq. Ft.
12. Meadowlark Boulevard	7,000 Sq. Ft.
13. Parkview Park and Trail	388,000 Sq. Ft.
14. Savanna Trail Park	140,000 Sq. Ft.
15. Stahlke Park	20,000 Sq. Ft.
16. Westridge Hills Park	2,500 Sq. Ft.
17. Woods Creek Park	120,000 Sq. Ft.

Exhibit B  
2019 Mowing Map



**Exhibit C**  
**2019 Lawn Mowing Contract**

**Agreement.** This agreement, made this 1<sup>st</sup> day of April, 2019, by and between \_\_\_\_\_, of \_\_\_\_\_ "Contractor" 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 (insert date), and shall continue in effect thereafter for a successive 26-week period ending on or about (insert date),.
3. **Compensation.** The City shall compensate the Contractor (insert amount) per week for performance of all services listed on Exhibit A. 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 2019, the compensation will be reduced or increased by   N/A   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 the 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, breach of confidential or premises security.
6. **Change in work Performed.** The compensation is based upon the areas to be serviced and frequency of service outlined in Exhibit A. If there are changes in area or service, 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 Compensation 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 additionally 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. Contractors 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, judgement, penalty, injunctive relief, cost, attorney's 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 party 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 effective date of this agreement.
- 11. Independent Contractor.** The parties intend that the Contractor in performing services herein specified shall acts 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. Contractors 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; Veteran's 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, Contract 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, Contract 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 Contract, any subcontractor of 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.

Signatures and Notary Continued on Page 4



**Exhibit D**  
**2019 Lawn Mowing Agreement**  
**Bid Form**

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

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

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

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

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

\_\_\_\_\_

Lawn Mowing Sites:

Park Areas to be Mowed

1. 85 <sup>th</sup> St. Northside	9,500 Sq. Ft.	_____per week
2. 90 <sup>th</sup> Street Trail	16,400 Sq. Ft.	_____per week
3. Barb King Inspiration Park	250,000 Sq. Ft.	_____per week
4. Clover Springs Park	238,000 Sq. Ft.	_____per week
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7. Fox Meadow Park	32,000 Sq. Ft.	_____per week
8. Highland Park	270,000 Sq. Ft.	_____per week
9. Krienke Park	25,000 Sq. Ft.	_____per week
10. Maple Knoll Park	15,000 Sq. Ft.	_____per week
11. McKinley Median Parkway	30,000 Sq. Ft.	_____per week
12. Meadowlark Boulevard	7,000 Sq. Ft.	_____per week
13. Parkview Park and Trail	388,000 Sq. Ft.	_____per week
14. Savanna Trail Park	140,000 Sq. Ft.	_____per week
15. Stahlke Park	20,000 Sq. Ft.	_____per week
16. Westridge Hills Park	2,500 Sq. Ft.	_____per week
17. Woods Creek Park	120,000 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