



CITY OF LASTRUP, MINNESOTA

SPECIFICATIONS AND CONTRACT DOCUMENTS FOR LAWN MOWING -2016

PUBLIC NOTICE OF REQUEST FOR BIDS CITY OF LASTRUP, MINNESOTA LAWN MOWING 2016

Notice is hereby given that the City of Lastrup is seeking bids for lawn mowing and light grounds maintenance for the 2016 season, in accordance with specifications and mandatory bid form currently on file. View www.cityoflastrup.com to download a bid packet. Completed bids are due no later than 8:00 p.m., local time, on Monday, March 14, 2016, and may be dropped off in the drop box located on the front of the Lastrup City Hall, or mailed to PO Box 55, Lastrup. Bids submitted after this deadline will not be accepted. Bids will be opened and publicly read aloud at the March 15, 2016 City Council meeting. The City of Lastrup reserves the right to reject any or all bids, to waive technicalities or to accept any bid which, in its judgment, will be in the best interest of the public. Bids may not be modified after submittal. Bids may be withdrawn by written request at any time before the hour set for the bid opening. No bids may be withdrawn after the bid opening. Only bids responsive to the specifications will be considered. Please direct all questions to (320)468-0385.

INSTRUCTION TO BIDDERS

1. General information.

- a. The bidder must submit a proposal on the "BID SUBMITAL" form furnished by the City of Lastrup. All blank spaces on the proposal form must be filled in if applicable.
 - i. Mandatory bid packet may be downloaded at www.cityoflastrup.com
 - ii. All proposals shall be submitted in sealed envelopes carrying the following information on the face of the envelope:
 1. Bidders name, address, phone number and "LAWN MOWING BID."
 2. Mailed bids must be enclosed in a separate envelope inside the mailed envelope, marked as above. Bid must be received by the appropriate deadline. Any bids received after the deadline will be returned unopened.
 - iii. If proposer is a partnership or corporation, a letter of authority must accompany the "BID SUBMITAL" stating the signee has authority to sign and enter into a contract on behalf of the partnership or corporation.
 - iv. Bids may not be modified after submittal. Bids may be withdrawn by written request at any time before the hour set for the bid opening. No bids may be withdrawn after the bid opening.
 - v. All bids remain in effect for 60 days following the opening of bids.
 - vi. The Bid Documents, as outlined, shall imply the inclusion of the entire agreement between the parties thereto, and the Bidder shall not claim any modification thereof resulting from any representation or promise made at any time by an officer, agent or employee of the City.
 - vii. If a bidder should find discrepancies or omissions in these Bid Documents, they should at once notify (320)468-0385.
 - viii. Submission of a bid will be construed as a conclusive presumption that the Bidder is thoroughly familiar with the Bid Proposal and Specifications and that they understand and agree to abide in strict accordance with each and all of the stipulations and requirements contained therein.
 - ix. Erasures or other changes must be initialed by the person signing the bid form.
 - x. The awarded contract expires on December 31, 2016.
 - xi. The time and effort expended in bid preparation is entirely the responsibility of the bidder.

2. Acceptance of bid.

- a. The City shall make its determination with respect to bids within ten (10) days from the date of opening of bids. Should the City fail to act within such time, all bids shall be rendered null and void.
- b. The City reserves the right to postpone the bid opening for its own convenience.
- c. Bids will be made public at the time of the opening and may be reviewed, only after they have been properly recorded.
- d. Bid results will not be given by telephone and shall only be given by mail only if requested in writing and accompanied by a self-addressed, stamped business size envelope.
- e. Each year the city may choose to extend the previous year's contract with the previous year's awarded contractor.
 - i. Contract terms will remain the same as agreed to by both the city and the contractor.
 - ii. If the city and contractor do not agree to the previous year's terms, the contract shall be reopened to the bidding process.

3. Subletting.

- a. No contract awarded by the City of Lastrup shall be assigned, or sub-contracted in whole or in part, without the written consent of the City Clerk. In no case shall such consent relieve the bidder from his obligations or change the terms of the contract.
 - i. Prior to commencing any work, subcontractors must place on file with the City a certificate of insurance as outlined in section 5.
 - ii. If sub contractors are to be utilized, please include information regarding the proposed subcontractors including the name of the company, their address and three references with contact personnel for each sub-contractor.

4. Termination of contract.

- a. The City may, by written notice of default to the successful bidder, terminate the whole or part of the contract in any one of the following circumstances:
 - i. If the successful bidder fails to perform the services within the time specified herein or any extension thereof; or fails to perform the service at the exact price accepted by the City (and any charges for contract changes mutually agreed to by the City and the successful bidder)
 - ii. If it is determined that the successful bidder knowingly falsified information provided to the City;
 - iii. If it is determined that the successful bidder offered gifts or gratuities to a City officer, employee, or agent, whether in their official capacity or not
 - iv. The City reserves the right to hire equipment other than the Contractor if the Contractor's equipment does not report ready for service within two (2) hours of the time ordered. When such equipment, other than the Contractor's is employed, any expense incurred above the contract price shall be borne by the Contractor and such additional expense shall be deducted from any money due the Contractor
 - v. Payment may be withheld if work is not performed as described under SCOPE OF WORK, and the immediate termination of this contract could occur.

5. Insurance specifications.

- a. Worker's Compensation Insurance Coverage in accordance with Minnesota State Statutes.
- b. Comprehensive General Liability Insurance with a minimum combined single limit of \$500,000 each occurrence for bodily injury and property damage.
- c. Automobile Liability Insurance covering all owned, hired, and non-owned vehicles, including residual liability insurance with a minimum combined single limit of \$500,000 each accident for bodily injury and property damage.
- d. The successful bidder will strictly comply with all ordinances of the City of Lastrup and the laws of the State of Minnesota.
- e. In the event of accidents of any kind, the successful bidder shall notify the City immediately and furnish the City with copies of all reports of such accidents at the same time that the reports are forwarded to any other interested parties.

- f. To the fullest extent permitted by law, the successful bidder hereby agrees to defend, indemnify and hold harmless the City, its officials, agents, employees, and volunteers, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the City, its officials, agents, employees, and volunteers; arising in whole or in part or in consequence of the performance of the work by the successful bidder, its employees, or subcontractors, or which may in anywise result therefore, except that arising out of the sole legal cause of the City, its officials, agents, employees, and volunteers, and the successful bidder shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connection therewith, and, if any judgment shall be rendered against the City, its officials, agents, employees, and volunteers, in any such action, the successful bidder shall, at its own expense, satisfy and discharge same.

6. Additional work.

- a. The City reserves the right to order additional work during the course of the contract. Prior to commencing any additional work, the bidder shall submit his charges for performing the work and shall not proceed until the City has approved the charges

7. Protection of existing facilities.

- a. Existing facilities, including grounds, structures, landscaping and so forth, shall be protected by the bidder. Any damage to existing facilities shall be reported to the City and shall be repaired promptly by the bidder when ordered to do so by the City. All repairs of damage to existing facilities shall be made to the satisfaction of the City. Failure to repair damage shall be just cause for withholding payment for work which becomes due.

8. Examination of site.

- a. Bidders shall carefully examine the sites and become familiar with the conditions under which they will have to execute the work required under the contract. Failure to do so will in no way relieve the bidder of their responsibility under the contract.
- b. The act of submitting a bid is to be considered full acknowledgement that the bidder has inspected the sites and is familiar with the conditions and requirements of these specifications.

9. Scope of work.

- a. The contractor shall furnish all labor, tools, specialized equipment, material, supplies, supervision and transportation to perform landscape maintenance services as specifically outlined in this section.
- b. Equipment intensive work such as mowing, edging, and blowing shall not commence before 7:00 am on weekdays and 9:00 am on weekends and it is advisable that this work normally be completed before 5:00 pm.
 - i. All work shall be coordinated with the Vic Kapsner Memorial Park activity schedule.
- c. Litter to be removed from all areas prior to each mowing.
 - i. All garbage shall be picked up and properly disposed of on all areas to be mown.
 - ii. The contractor shall empty all trash receptacles at Vic Kapsner Memorial Park into the dumpster on site.
- d. Picnic tables and other movable items shall be moved as necessary to perform lawn maintenance.
 - i. Picnic tables and other movable items shall be returned to appropriate locations regardless of the location they were found in.

- e. Areas to be mown shall include but not limited to:
 - i. Vic Kapsner Memorial Park
 - 1. This includes the Highway 27 ditch.
 - ii. The area around Lastrup City Hall out to 10' from the building.
 - iii. The South ditch of Lake street, west of Highway 27.
 - iv. The west ditch of Ortman Avenue.
- f. Grass to be mowed routinely to an average height of 2" to 3" to be specified by the City.
 - i. Under no circumstance shall the grass be allowed to grow longer than 6".
 - ii. Vic Kapsner Memorial Park lawns shall be maintained prior to weekend games and events.
 - iii. The city reserves the right to notify the contractor of when to change the mowing height to accommodate the various growing patterns and weather conditions throughout the year.
 - iv. Damage to turf areas as evidenced by the use of dull blades could be considered as grounds for the immediate cancellation of any contract agreement.
- g. Clippings to be blown off drives and walkways.
- h. Collection of grass clippings is required only to prevent grass clumps from being left on the turf.
 - i. A mulching mower may be used when an acceptable appearance is obtained (no clumps or excessive grass left behind).
 - ii. All bagged clippings must be disposed of off site by the contractor at their expense.
- i. The contractor shall provide Round-up and herbicide and will need to be utilized around obstacles, fences and buildings as needed to keep a neat appearance.
 - i. Undesired vegetation in sidewalks, curbs and other hard surfaces shall receive an approved herbicide application and be removed.
- j. At the request of the city the contractor will be required to apply fertilizer.
 - i. The cost of fertilizer is an additional expense and shall be included on monthly invoices.
- k. Turf around posts, fences, trees, shrubs, and other obstacles shall be trimmed. Care shall be taken not to damage structures or trees with equipment.
- l. Leaves shall be removed from all contractor maintained areas.
 - i. The use of power blowers is acceptable.
 - ii. Debris accumulations must not be blown onto adjacent street surfaces.
 - iii. Leaves may be blown into adjacent natural areas where applicable, otherwise accumulations shall be removed from the site.
- m. Windfall branches and debris shall be removed from all contractor maintained areas for disposal by the contractor.
 - i. Wind fallen trees are not part of this contract and will be handled at the request of the City.
- n. The contractor shall remove any garbage from the dugouts and sweep all dirt out of dugout.
- o. Light maintenance and general repairs and up-keep of park grounds as assigned by the city.
- p. The contractor or his/her employees shall not remove or consume any property belonging to the City or City employees.
 - i. This includes any articles that may be deposited for disposal in trash receptacles.

- q. The contractor shall replace, at the contractor's own expense, any lawn, groundcover, trees, shrubs, or other plant materials requiring replacement through negligence resulting from the contractor's failure to provide maintenance in accordance with the provisions herein.
 - i. Plant materials supplied by the contractor shall be of first quality condition and shall be guaranteed by the contractor for one year.

10. Payment.

- a. Bidder must submit a monthly invoice including dates and hours worked with a total amount due.
 - i. Invoice shall be separated in the following categories.
 - 1. Time spent on riding lawn mower.
 - 2. Time spent trimming and other misc. lawn maintenance tasks.
 - 3. Time spent removing trash and other misc. non-lawn maintenance tasks.
 - 4. Other misc. billable items. (fertilizer etc.)
 - ii. Billing cycle date is the 10th of each month.
 - iii. Invoice must be submitted to the city clerk by 6 p.m. the third Tuesday of the month or delivered in person at the monthly city council meeting on the third Tuesday of the month no later than 7:30 p.m.
 - iv. If an invoice is not submitted the city will assume there was not a bill for the previous month and no payments will be issued.
 - v. The city will not issue back payments for invoices not submitted.
 - vi. The October payments will be held until the November City council meeting to ensure no property damage was incurred during the lawn mowing season.

BID SUBMITTAL
City of Lastrup Lawn Mowing 2016

BIDDER NAME _____

BIDDER ADDRESS _____

HOME PHONE _____

CELL PHONE _____

List of current clients if applicable:

Prior years Lawn Mowing experience/contracts:

Equipment to be used for Lawn Mowing:

Total Riding Mower Hourly rate of \$_____

Trimming and other misc. lawn maintenance tasks Hourly rate of \$_____

Other misc. non-lawn maintenance tasks Hourly rate of \$_____

Bidder signature _____

(MUST BE SIGNED AS PART OF BID PROPOSAL)

Submit this form along with copy of insurance and a letter of authority if applicable as stated above.

CONTRACT

1. This agreement, made and entered into this ____ day of _____, 2016 between the City of Lastrup, acting by and through its Mayor and City Clerk, and _____.
2. That for and in consideration of the payments and agreements mentioned in the City of Lastrup Specifications and Contract Documents for Lawn Mowing 2016 attached hereto, _____ agrees with the City of Lastrup and his/their own proper cost and expense to furnish the equipment, material, labor, supplies and/or services as provided therein in full compliance with all of the terms as such City of Lastrup Specifications and Contract Document for Lawn Mowing and maintenance, for the 2016 season.
3. It is understood and agreed that the City of Lastrup Specifications and Contract Document for Lawn Mowing for the 2016 season, hereto attached, prepared by the City of Lastrup, are essential documents of this contract and are a part hereof.
4. In witness whereof, the said parties have executed these presents on the date above mentioned.

CITY OF LASTRUP

By: _____
Mayor

ATTEST: By: _____
City Clerk

IF AN INDIVIDUAL:

IF A PARTNERSHIP: PARTNERS DOING BUSINESS UNDER THE NAME OF:

By: _____

Its _____

IF A CORPORATION: CORPORATE NAME:

By: _____

Its _____