

AGREEMENT

The parties, for valuable consideration hereinafter stated, this 27TH day of APRIL, 2026, by and between the City of Baxter, hereinafter called the "City" and hereinafter called the "Contractor" agree as follows:

1. The Contractor hereby covenants and agrees to perform and execute all of the provisions in this Contract, and all its attachments which in total comprise the 2026, 2027, and 2028 City-Wide Contracted Mowing hereinafter referred to as the "Project". The Contract will expire on October 31, 2028. The City reserves the right to award a one-year contract for 2026 in lieu of the three-year 2026, 2027, and 2028 Project as specified above.
2. The Contractor shall abide by the City Code Noise Ordinance. No mowing shall occur between the hours of ten o'clock (10:00) P.M. and seven o'clock (7:00) A.M. The exception to this is the Contractor shall have the ability to mow the commercial and industrial districts during these quiet hours.
3. The City, upon accepting all work done by Contractor, shall pay Contractor in accordance with the hourly price as indicated in the Contractor's Quote, attached hereto as an exhibit, the hourly rate of which is \$ 145.00 for 2026, \$ 153.00 for 2027, and \$ 160.00 for 2028. The weekly estimated hours expected to complete the work is 20 hours. The rates will remain for the entire contract unless otherwise specified in the Contractor's Quote. The scope of the work in this agreement includes a full spring clean up of the interconnect building, 3 water towers, oil dump station, 2 locations on Memorywood Drive, and 28 lift stations. This spring clean up (estimated 60 hours worth of work) shall include: fixing damage caused by plowing snow, repairing/replacing black dirt (provided by the City), and planting grass seed (provided by the City). Also included in the scope is fall clean up (estimated 60 hours worth of work) which includes collection and disposal of leaves from Memorywood Drive locations. Fall clean up is to be completed by October 31st each year. Grass clippings are not to be blown onto roadways or into wetlands.
4. Contractor shall indemnify and hold harmless the City from loss, liability, cost or expense (including reasonable attorney's fees) for bodily injury, death and property damage, but only to the extent same are caused by the negligence, misconduct or other fault of Contractor, its agents or employees, which arise out of work performed under this Project. The foregoing provision shall only benefit the City if the City notifies Contractor in writing of such claim within thirty days of same being reported to the City or its representative. Contractor shall not be liable for delay, loss or damage caused by warfare, riots, strikes, boycotts, criminal acts, acts or omissions of others, fire, water damage, natural calamity or causes beyond Contractor's control.
5. Contractor agrees to maintain in effect during the entire Project insurance for Workers' Compensation with statutory limits, and personal injury and property damage with \$1,000,000 combined single limit liability per occurrence. The City shall be named as an additional insured on said policy. Contractor shall furnish to the City a Certificate of Insurance evidencing such coverage and specifying that thirty days prior notice of cancellation shall be sent to the City.
6. Contractor is an independent contractor, and all persons employed to furnish services hereunder are employees of Contractor and not of the City.

7. This Agreement shall inure to, and bind the successors, assigns, agents and representatives of the parties.

8. This agreement contains the entire Agreement between the parties. 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. In the event of conflict between any of the foregoing provisions of this Agreement and the attached specifications, the former shall be controlling.

9. This Agreement shall consist of the following attachments:

- a. This Agreement
- b. Certificate of Insurance
- d. City of Baxter Mowing Map
- e. City of Baxter Noise Ordinance 5-4-2
- h. Contractor's Quote

CITY OF BAXTER:

CONTRACTOR:

By _____

By, JOE FRITSCHER, GENERAL
MANAGER CROIX PM

Darrel Olson
Its: Mayor

ATTEST

By _____

Kelly Steele
Its: Assistant City Administrator / City Clerk