

PROCUREMENT CONTRACT

This Procurement Contract ("**Contract**") is by and between the Grand Rapids Public Utilities Commission, located at 500 SE 4th St, Grand Rapids, MN 55744 ("**GRPUC**"), and Lake Country Lawn and Snow LLC, a LLC in MN, located at 26303 Trout Lake Rd, Bovey, MN 55709 ("**Contractor**"). GRPUC and Contractor may be referred to jointly as the "**Parties**" or individually as a "**Party**."

1. **Term.** The effective date of this Contract is June 1, 2022. The Contractor must not begin work under this Contract until Contractor has been notified by GRPUC's Authorized Representative to begin the work. This Contract will terminate upon the first of the following to occur:

- 1.1 December 31, 2022
- 1.2 All of Contractor's obligations have been satisfactorily fulfilled.
- 1.3 GRPUC may cancel this Contract at any time, with or without cause, upon ten (10) days' written notice to the Contractor.
- 1.4 GRPUC may terminate this Contract immediately in the event of a breach by Contractor.
- 1.5 The Parties may terminate this Contract at any time by mutual written agreement.

Upon receipt of any notice of termination, Contractor shall immediately stop performance to the extent specified in such notice. In no event shall GRPUC be liable for any loss of revenue or profit incurred by Contractor as a result of any termination. Upon GRPUC's request, Contractor shall deliver to GRPUC all items requested by GRPUC containing any confidential information or work product information or make such other disposition thereof as GRPUC may direct in writing.

2. Contractor's Duties

- 2.1 The Contractor shall provide the following goods or services ("**Goods and Services**"):
 - 2.2 Project Description: Mowing electrical substations, water plant, old wastewater plant, lift stations, water towers, public land space and public right-of-way. The quote includes all of the labor, materials and all associated work activities. The EJCDC Standard General Conditions of the Construction Contract shall apply to the project. GRPUC may make changes to the general scope of Goods and Services by written or oral notice to Contractor. The work to be completed will include weekly mowing of all established grasses and vegetation within each reported area in a neat and professional manner. Vegetation in and around structures, walks, trees, parking areas, sidewalks, or other similar items shall be mowed to a neat appearance as well as string trimmed (weed eater, weed whipping, etc.). The contractor shall neatly mow grass and vegetation to a height of approximately 2.5 inches. All trash and debris in the mowing area shall be removed from the area before and after mowing by the contractor. Grass and vegetation clippings shall be blown or swept off of walkways, driveways, trails, sidewalks, etc. Vegetation clippings shall not be blown or deposited on the city streets or walkways or equipment.

2.3 A number of areas described above either dry out or do not grow during some of the months of the mowing season. GRPUC's expectation is that these areas are to be kept in a neat and orderly groomed appearance at all times and it will be the responsibility of the contractor to choose a mowing cycle for each area to meet the expectation, with the approval of the Water Wastewater Manager.

2.4 The contractor must be able to respond to and comply with all elements listed in this section. Failure to comply can and will result in termination of a quote proposal or service contract. Elements include:

- Mowing height is approximately 2.5 inches
- Grass clippings will not be mowed or blown into the streets or roads
- Mowing over garbage is prohibited, pick it up
- Damage to buildings, gates, fences, trees, light posts, sign posts, etc. by mowers or string trimmers is prohibited
- Equipment operators must wear at all times high visibility reflective safety vests, jackets, or shirts while operating equipment in road ROW

Contractor agrees that all Goods and Services shall comply with all applicable laws and legal requirements without extra expense to GRPUC.

2.5 Contractor warrants and represents that the Goods and Services will be provided in a manner that is consistent with the level of care and skill exercised by members of Contractor's profession currently working under similar conditions.

2.6 Contractor shall be responsible for all its employees, agents, subcontractors, and invitees actions and their health and safety and shall ensure that all persons who perform the Services are professionally competent and properly qualified. Contractor shall repair or replace any damaged item or area of GRPU properties unless damage occurred under circumstances beyond Contractor reasonable control as determined by GRPUC.

2.7 Contractors shall inform themselves of all the conditions under which the work is to be performed concerning the site of the work, the obstacles which may be encountered, and all other relevant matters concerning the work to be performed under this contract.

2.8 Any damage of public or private property caused by the Contractor's operations shall be resolved with the property owner within ten (10) days after damage occurs to the satisfaction of the GRPUC. The Contractor shall inform the GRPUC of any damage caused by the Contractor's operation on the day such damage occurs. Should the damage not be rectified within the time frame agreed upon or to the satisfaction of the GRPUC, the GRPUC reserves the right to repair or replace that which was damaged or assess the Contractor such cost as may be reasonable and related to damaged caused by the Contractor, and deduct these costs from any payment due the Contractor.

2.9 The contract may be canceled or annulled by the GRPUC in whole or in part by written notice of default to the Contractor upon nonperformance or violation of contract terms. The GRPUC reserves the right to terminate the service at any time during the term of the contract upon thirty (30) days written notice to the Contractor. Failure of the Contractor to deliver services within the time stipulated, unless extended in writing by the GRPUC, shall constitute contract default.

2.10 Contractor shall supply cell phone numbers and daytime office numbers of supervisors handling this contract. On-site response time for complaints must be made within 24 hours of the initial call being made by the GRPUC. Failure to comply with the accessibility requirements shall be deemed as substandard work and will be subject to the same penalties.

3. **Consideration and Payment**

3.1 Consideration. Contractor will be paid Ten Thousand Dollars (\$10,000.00) for the Goods and Services. There will be five (5) equal payments of \$2000.00 each month, provided that all work has been completed in a satisfactory manner and the specifications stated herein have been met, for the following months: June, July, August, September and October. Payments will be approved at the commission meeting on the second Wednesday after the following month. This is the total obligation and liability of GRPUC under this Contract.

3.2 Payment. GRPUC will pay the Contractor within thirty (30) days following receipt and acceptance of Goods or Services and receipt of an undisputed invoice.

4. **Authorized Representative**

GRPUC's Authorized Representative is Steve Mattson at the following business address: 500 SE 4th Street, Grand Rapids, MN, 55744 and the following telephone number: 218-326-7195, or his/her successor or delegate, and has the responsibility to monitor the Contractor's performance.

Contractor's Authorized Representative is Kyle Brekke Owner at the following business address: 26303 Trout Lake Rd, Bovey, MN 55709, and the following telephone number: 307-752-8189, or his/her successor.

5. **Indemnification.** Contractor will indemnify, defend, and hold harmless GRPUC, its agents, and employees, in relation to any expenses, damages, claims or causes of action, including reasonable attorney's fees, to the extent caused by any negligent or wrongful act, error or omission, breach of contract, or infringement of any intellectual property right by Contractor, any third party that Contractor has a business relationship with, or any of Contractor's agents or employees.

6. **Insurance.** Contractor shall maintain with reputable insurance companies all insurance required by law and insurance against loss or damage of the kinds customarily insured against by members of Contractor's profession, of such types and in such amounts as are customarily carried under similar circumstances by members of Contractor's profession. Contractor's insurance companies waive the right to assert the immunity of GRPUC as a defense to any claims made under said insurance. At a minimum the Contractor shall carry \$1.5 million General/Commercial Liability, \$1.5 million Automobile, and Minnesota State Statute limits for Workers' Compensation insurance coverage. An umbrella insurance coverage amount can be part of the coverage amounts.

7. **Miscellaneous.** No provision of this Contract may be modified or waived except as agreed to in writing by the Parties. This Contract shall be governed by the internal laws of Minnesota. Contractor may not assign or subcontract Contractor's rights or obligations hereunder without the prior written consent of GRPUC. This Contract may be executed in counterparts. An electronic signature and counterpart shall be treated the same as an original. When Contractor's employees are working on the premises of GRPUC, wherever located, they shall observe all of GRPUC's policies and procedures, including, its respectful workplace policy. The Parties must comply with the Minnesota Government Data Practices Act in relation to this Contract. Contractor certifies that neither it nor its principals are presently debarred or suspended by any federal, state, or local government or agency or political subdivision thereof. Contractor shall not use or disclose any confidential information it receives from GRPUC except as is necessary to perform under this Contract. Any notice or other communication to any Party in connection with this Contract shall be in writing and shall be sent by hand-delivery, overnight courier, or United States mail (postage prepaid) addressed to the address set forth in the preamble.

IN WITNESS WHEREOF, the Parties hereto by their duly authorized representatives have executed this Contract effective as of the effective date set forth above.

Lake Country Lawn and Snow LLC

By: 

Print Name: Kyle Brekke

Title: Owner

Date: 5/27/22

Grand Rapids Public Utilities Commission

By: 

Print Name: Julie A. Kennedy

Title: General Manager

Date: 5-27-2022