



STAFF REPORT

DATE: 6/12/2019

CONSENT

TO: City Council

FROM: Marty Powers, Public Works Director

AGENDA ITEM: Approve 2019 Lawn Mowing Proposal

REVIEWED BY: Kristina Handt, City Administrator

BACKGROUND:

As in 2018, staff is recommending contracting the lawn mowing of city properties out.

The mowing season started prior to myself (Marty Powers) coming on board with the Lake Elmo Public Works. With minimal seasonal applicants, staff began utilizing Black Rock Property Maintenance LLC for the 2019 season to insure city properties received the mowing attention needed. Utilizing a mowing contractor allows public works staff to concentrate on other tasks such as pot hole repair, park maintenance and sewer/water maintenance. With the shortage of seasonal applicants, utilizing full time staff for mowing increases our financial impact well above the cost of contracting mowing out. Black Rock Property Maintenance LLC extended their 2018 price of \$40.77 per acre into 2019 with the addition of several properties not included in 2018

ISSUE BEFORE COUNCIL:

Should council approve the lawn mowing contract for 2019?

PROPOSAL DETAILS/ANALYSIS:

The City received a proposal to extend last year's contract with the addition of several other location. Staff is recommending the Council approve the proposal from Black Rock Property Maintenance LLC for the mowing season of 2019.

Contractor	Weekly Mowing/Trimming	Est Annual Cost
Black Rock Property Maintenance LLC	\$2096.68	\$50,320

FISCAL IMPACT:

Estimated cost for 26 weeks of contracted mowing is \$50,320 (assuming late April to mid Oct service)

OPTIONS:

1. Approve the Black Rock Property Maintenance LLC 2019 Lawn Mowing Service Proposal and authorize the Clerk and Mayor to sign the contract after review by the City Attorney
2. Deny 2019 Lawn Mowing Services Contract
3. Table 2019 Lawn Mowing Services Contract

RECOMMENDATION:

“Motion to approve the Black Rock Property Maintenance LLC proposal for 2019 Lawn Mowing Services and authorize City Clerk and Mayor to sign contract after review by City Attorney”

ATTACHMENTS:

- None

**AGREEMENT FOR LAWN MOWING SERVICES
PERFORMED BY INDEPENDENT CONTRACTOR**

THIS AGREEMENT is made on the ____ day of ____ June _____, 2019, between the **City of Lake Elmo** ("City"), a Minnesota municipal corporation, whose business address is 3800 Laverne Avenue North, Lake Elmo, MN 55042, and **Black Rock Property Maintenance, LLC** ("Contractor"), a Minnesota limited liability company, whose business address is 2349 Hydram Ave. N., Oakdale, MN 55128.

THE CITY AND CONTRACTOR AGREE AS FOLLOWS:

1. **Independent Contractor.** The City hereby retains the Contractor as an independent contractor upon the terms and conditions set forth in this Agreement. The Contractor is an independent contractor and not an employee of the City. The Contractor shall be responsible for selecting the means and methods of performing the work. The Contractor shall furnish any and all supplies, tools, equipment, materials and incidentals necessary for the Contractor's performance under this Agreement at his/her/its own expense. The City and the Contractor agree that the Contractor shall not at any time or in any manner represent that the Contractor or any of the Contractor's agents or employees are in any manner agents or employees of the City. The Contractor shall be exclusively responsible under this Agreement for the Contractor's own FICA payments, workers' compensation insurance, unemployment compensation insurance, withholding amounts, or self-employment taxes if any such payments, amounts, or taxes are required to be paid by law or regulation.
2. **Contractor's Services.** The Contractor agrees to provide lawn mowing services for the City as described in the proposal/bid/scope of services which is attached to and made a part of this Agreement as Exhibit A.
3. **Compensation for Services.** The City agrees to pay the Contractor for the services performed in accordance with the pricing contained in Exhibit A. The Contractor shall submit to the City, on a monthly basis, itemized bills for the services performed under this Agreement. Bills submitted shall be paid in the same manner as other claims made to the City.
4. **Term.** Unless otherwise terminated in accordance with this Agreement, the term of this Agreement shall be for the 2019 growing season, which shall be determined by and in the sole discretion of the City's Public Works Director, commencing on the date first written above. However, either party may, without cause, terminate this Agreement by thirty days' written notice delivered to the other party at the address written above. The City may also immediately terminate this Agreement upon written notice to the Contractor if the City, in its sole discretion, determines that the Contractor has failed to perform the services required herein in a timely or satisfactory manner. After termination, the City shall have no further obligation to the Contractor except to compensate the Contractor for services performed prior to the date of the notice of termination.

5. **Subcontractors.** The Contractor shall not enter into subcontracts for services provided under this Agreement without the express written consent of the City.
6. **Compliance with Laws and Regulations.** In providing the services hereunder, the Contractor must abide by all applicable statutes, ordinances, rules, and regulations. All services provided by the Contractor shall be performed by properly licensed personnel and shall be performed in accordance with OSHA safety standards for traffic control and personal protective equipment. Any violation of this section will constitute a material breach of this Agreement and entitle the City to immediately terminate this Agreement.
7. **Equal Opportunity.** During the performance of this Agreement, the Contractor must not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, or age. Violation of any part of this provision shall entitle the City to immediately terminate this Agreement.
8. **Assignment.** Neither party shall assign this Agreement, or any interest arising herein, without the written consent of the other party.
9. **Indemnification.** The Contractor agrees to defend, indemnify and hold the City, its officials, employees, agents and contractors harmless from any liability, claims, damages, costs, judgments, or expenses, including reasonable attorney's fees, resulting directly or indirectly from an act or omission (including without limitation professional errors or omissions) of the Contractor, its agents, or employees in the performance of the services provided by this Agreement and against all losses by reason of the failure of the Contractor fully to perform, in any respect, all obligations under this Agreement.
10. **Records Access.** The Contractor must allow the City, or its duly authorized agents, and the state auditor or legislative auditor reasonable access to the Contractor's books, records, documents, and accounting procedures and practices that are pertinent to all services provided under this Agreement for a minimum of six years from the termination of this Agreement.
11. **Insurance.** During the term of this Agreement, the Contractor must maintain workers' compensation insurance (to the extent required by law) and commercial general liability insurance for both bodily injury and property damage with a per occurrence limit of no less than \$1,000,000 for each. The Contractor shall execute the workers' compensation insurance form attached hereto prior to commencing work under this Agreement. The Contractor shall also provide the City with a current certificate of general liability insurance for the coverage referenced above prior to performing any of the services hereunder. Such certificate of liability insurance shall list the City as an additional insured and contain a statement that such policies of insurance shall not be canceled or amended unless 10 days' written notice is provided to the City.
12. **Data Privacy.** This contract is governed by Minnesota Statutes Section 13.05, subdivisions 6 and 11, the provisions of which are incorporated by reference into this contract. The City

agrees to give the Contractor access to data collected or maintained by the City as necessary to perform the Contractor's obligations under this Agreement. The Contractor agrees to maintain all data created, collected, received, stored, used, maintained or disseminated by the Contractor consistent with the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes Sections 13.02, et seq. (the "Act"). The Contractor will not release or disclose the contents of data classified as not public to any person except at the written direction of the City. The Contractor agrees to defend and indemnify the City from any claim, liability, damage or loss asserted against the City as a result of the Contractor's failure to comply with the requirements of this paragraph; provided that the Contractor shall have no duty to defend or indemnify where the Contractor has acted in conformance with the City's written directions.

13. **Governing Law.** The laws of the State of Minnesota shall control this Agreement.
14. **Severability.** The provisions of this Agreement are severable. If any portion of this Agreement is, for any reason, held by a court of competent jurisdiction to be contrary to law, such decision will not affect the remaining provisions of the Agreement.
15. **Entire Agreement; Amendments.** This Agreement constitutes the entire Agreement between the parties, and no other agreement prior to or contemporaneous with this Agreement shall be effective, except as expressly set forth or incorporated herein. Any purported amendment to this Agreement is not effective unless it is in writing and executed by both parties.
16. **No Waiver by the City.** By entering into this Agreement, the City does not waive its entitlement to any immunities under statute or common law.

[signature page to follow]

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year written above.

CONTRACTOR

By: 
Tim Mehlhorn

Its: Owner - Black Rock prop. Maint.

CITY OF LAKE ELMO

By: _____
Mike Pearson

Its: Mayor

By: _____
Julie Johnson

Its: City Clerk

**PROOF OF WORKERS' COMPENSATION
INSURANCE COVERAGE**

Minnesota Statutes Section 176.182 requires every governmental subdivision entering into a contract for doing any public work to obtain acceptable evidence of compliance with the workers' compensation insurance coverage requirement of Minnesota Statutes Section 176.181, subdivision 2. This information will be furnished, upon request, to the Department of Labor and Industry to check for compliance with Minnesota Statutes Section 176.181, subdivision 2.

This information is required by law, and a contract for the doing of any public work may not be entered into if it is not provided or is falsely reported. Furthermore, if this information is not provided or is falsely reported, it may result in a penalty assessed against your business by the Commissioner of the Department of Labor and Industry.

Provide the information specified above in the spaces provided, or certify the precise reason your business is excluded from compliance with the insurance coverage requirement for workers' compensation.

INSURANCE COMPANY NAME: American Family
(NOT the insurance agent)

POLICY NO. OR SELF-INSURANCE PERMIT NO.: GLP1037839

DATES OF COVERAGE: 5/23/19 - 5/23/2020

- **OR** -

I am not required to have workers' compensation liability coverage because:

- I have no employees covered by the law.
- Other (specify): _____

I HAVE READ AND UNDERSTAND MY RIGHTS AND OBLIGATIONS WITH REGARD TO PUBLIC CONTRACTS AND WORKERS' COMPENSATION COVERAGE, AND I CERTIFY THAT THE INFORMATION PROVIDED IS TRUE AND CORRECT.


(Signature)

EXHIBIT A

Copy of the Contractor's Bid/Proposal/Scope of Services



City of Lake Elmo Lawn Mowing Bid Proposals 2019 Mowing Season

Contractor Name: Black Rock Property Maintenance LLC.
 Address: 2349 Hydram Ave N
Oakdale, MN 55128
 Business Phone: 651 206 0582
 Contact Person: Tim Mehlhorn

Bid Proposal

Weekly Mowing/Trimming (51.417 acres) \$ 2,096.⁶⁸/_{xx} per occurrence

Equipment to be used 2 61" zero turn mowers
2 56" zero turn mowers
1 56" stand up mowers
2 enclosed equip trailers

Number of Staff to be used 4

Sign 

Date 6/11/19



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/05/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER American Family Insurance - Business Insurance PO Box 5316 Binghamton, NY 13902	CONTACT NAME: American Family Insurance - Business Insurance
	PHONE (A/C, No, Ext): 866-908-0626 FAX (A/C, No):
	E-MAIL ADDRESS: service@amfambusinessinsurance.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Midvale Indemnity Company NAIC # 27138
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

INSURED
BLACK ROCK PROPERTY MAINTENANCE LLC
2349 HYDRAM AVE N
OAKDALE MN 55128

COVERAGES

CERTIFICATE NUMBER: 1104779019260412959800605 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY			GLP1037839	05/23/2019	05/23/2020	EACH OCCURRENCE \$2,000,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	N	N				DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000
							MED EXP (Any one person) \$5,000
							PERSONAL & ADV INJURY \$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$4,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$4,000,000
	OTHER:						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)
	ANY AUTO						BODILY INJURY (Per person)
	OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/>						BODILY INJURY (Per accident)
	HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>						PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> Y/N <input type="checkbox"/>						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECU-TIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/>			N/A			E.L. EACH ACCIDENT
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT
	PROFESSIONAL LIABILITY						OCCURRENCE
							AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Lawn Care Services

CERTIFICATE HOLDER

BLACK ROCK PROPERTY MAINTENANCE LLC

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

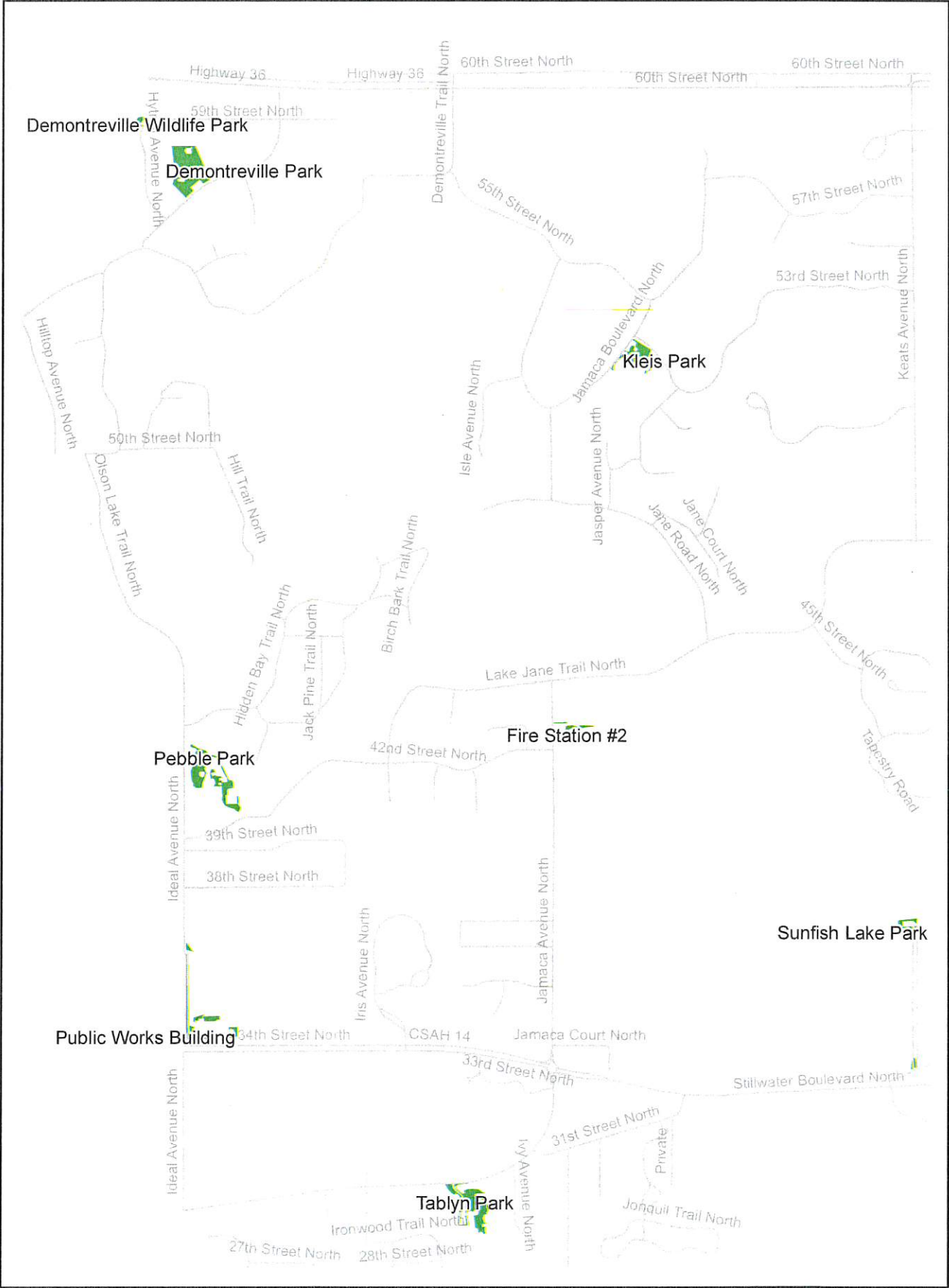
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Name	Area (acres)
30th St.	0.791
39th St.	1.648
50th St.	0.463
Booster Station	0.147
Carriage Station Park	2.135
City Hall and Brookfield City Building	1.919
Demontreville Park	5.326
Demontreville Wildlife Park	0.402
Easton Village Park	1.298
Fire Station #1 and Parks Building	0.191
Fire Station #2	1.514
Keats Ave Sign	0.384
Keats Lift Station	0.263
Kleis Park	2.024
Lions Park & VFW Park	4.740
Lisbon Lift Station	1.770
Pebble Park	3.983
Public Works Building	2.792
Reid Park	1.725
Ridge Park	4.222
Savona Park	0.548
St. Croix Sanctuary	1.015
Stonegate Park	3.611
Sunfish Lake Park	0.834
Tablyn Park	3.782
Tana Ridge Park	3.328
Well #1	0.328
Well #2	0.057
Well #4	0.175
TOTAL AREA	51.417

* Weekly mowing cost: \$ 2,096.⁶⁸

Contractor: *Tim M... 6/11/19*

Northwest Overview



Southwest Overview

