



## *City Council Memorandum*

**To:** Mayor Fasbender and City Council  
**From:** John Hinzman, Community Development Director  
**Date:** October 16, 2023  
**Item:** Authorize Signature: 1<sup>st</sup> Amendment to Agreement for Services - Precision Landscaping and Construction

**Council Action Requested:**

Authorize signature of the attached 1<sup>st</sup> Amendment to Agreement for Services between the City and Precision Landscaping and Construction to perform certain abatement services related to code enforcement violations. Tasks performed by Precision would include mowing, snow and ice removal, property cleanup, and securing of property. A simple majority is necessary for action.

**Background Information:**

The Amendment extends the contract to October 31, 2025 and amends the winter rate schedule for snow removal to use a per hour basis instead of a s.f. basis. Staff believes the change will be easier to calculate and result in the same if not lower expense. The City Council authorized signature of the original Agreement for Services on August 1, 2022.

**Financial Impact:**

Minimal. Costs for performing services would be assessed to the property owner.

**Advisory Commission Discussion:**

N/A

**Attachments:**

- 1<sup>st</sup> Amendment to Agreement for Services
- Original Agreement for Services

**FIRST AMENDMENT TO  
AGREEMENT FOR SERVICES BETWEEN  
CITY OF HASTINGS AND PRECISION LANDSCAPING & CONSTRUCTION, INC.**

This First Amendment to the Agreement for Services (“First Amendment”) is made this \_\_\_\_ day of October, 2023, by and between the City of Hastings (“City”), a Minnesota municipal corporation, and Precision Landscaping & Construction, Inc. (“Precision”), a Minnesota corporation.

**RECITALS**

- A. The City entered into an Agreement for Services with Precision on August 1, 2022 (“Agreement”).
- B. The City and Precision desire to amend the Agreement to modify the Term and the Fees for snow and ice removal.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants of each to the other contained in this First Amendment and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto do covenant and agree as follows:

1. The entire Agreement is hereby incorporated into this First Amendment, except as modified below.
2. Section III of the Agreement is hereby removed and replaced in its entirety as follows:
  3. TERM. The term of this Agreement shall commence on October 16, 2023, and shall terminate on October 15, 2025, unless terminated prior to that date pursuant to Section 5 of this Agreement. This Agreement may be extended upon the written mutual consent of the parties for such additional periods as they deemed appropriate and upon the same terms and conditions as herein stated.
3. Part D of the Quote Form in Exhibit 1 of the Agreement is hereby removed and replaced in its entirety as follows:

Labor Hourly Shoveling	\$75/Hr.
Sidewalk Machine Hourly w/Plow (Utv. Exct.)	\$115/Hr. Includes Labor
Skid Loader Hourly	\$125/Hr. Includes Labor
Payloader Hourly	\$135/Hr. Includes Labor
Dump Truck Hourly Hauling Snow	\$135/Hr. Includes Labor
Tractor w/Blower Hourly	\$155/Hr. Includes Labor
Bagged Salt Per 50# Bag	\$40/Bag + Labor
Bulk Sand Per 50#'s (5 Gallon Pail)	\$30/Pail + Labor
Snow Dump Fee	\$30/Load + Trucking Cost

4. Except as provided for above, the terms and provisions of the Agreement shall remain in full force and effect.

5. This First Amendment and all disputes or controversies arising out of or relating to this First Amendment, or the transactions contemplated hereby shall be governed by, and construed in accordance with, the internal laws of the State of Minnesota, without regard to the laws of any other jurisdiction that might be applied because of the conflict of laws principles of the State of Minnesota.
6. This First Amendment may be executed in two or more counterparts, all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by the parties and delivered to the other parties.
7. This First Amendment shall not be amended, modified or supplemented, except by a written instrument signed by an authorized representative of each party.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

**CITY OF HASTINGS**

By: \_\_\_\_\_  
Mary Fasbender, Mayor

By: \_\_\_\_\_  
Kelly Murtaugh, City Clerk

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

**PRECISION LANDSCAPING & CONSTRUCTION, INC.**

By: \_\_\_\_\_  
Josh Fox, Chief Executive Officer

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

**AGREEMENT FOR SERVICES**

THIS AGREEMENT (“Agreement”) is made and executed this 1<sup>st</sup> day of August, 2022, by and between the City of Hastings, 101 4<sup>th</sup> Street East, Hastings, Minnesota, 55033 (“City”) and Precision Landscaping & Construction, Inc., 14923 Jacob Avenue, Hastings, Minnesota, 55033 (“Contractor”).

WHEREAS, the City has accepted the proposal of the Contractor for certain Services; and

WHEREAS, Contractor desires to perform the Services for the City under the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual consideration contained herein, it is hereby agreed as follows:

1. SERVICES.

- a. City agrees to engage Contractor as an independent contractor for the purpose of performing certain Services (“Services”), as defined in the following documents:
  - i. An abatement services proposal, incorporated herein as Exhibit 1;
  - ii. Addendum to abatement services proposal, dated July 15, 2022, incorporated herein as Exhibit 2.  
  
(Hereinafter “Exhibits.”)
  - iii. Where the terms and conditions of this Agreement and those terms and conditions included in the Exhibits specifically conflict, the terms of this Agreement shall apply.
- b. Contractor covenants and agrees to provide Services to the satisfaction of the City in a timely fashion, as set forth in the Exhibits, subject to Section 9 of this Agreement.
- c. Contractor agrees to comply with all federal, state, and local laws and ordinances applicable to the Services to be performed under this Agreement, including all safety standards. The Contractor shall be solely and completely responsible for conditions of the job site, including the safety of all persons and property during the performance of the Services. The Contractor represents and warrants that it has the requisite training, skills, and experience necessary to provide the Services and is appropriately licensed and has obtained all permits from all applicable agencies and governmental entities.

2. PAYMENT.

- a. City agrees to pay and Contractor agrees to receive and accept payment for Services as set forth in the Exhibits.
- b. Any changes in the scope of the work of the Services that may result in an increase to the compensation due the Contractor shall require prior written approval by the authorized representative of the City or by the City Council. The City will not pay additional compensation for Services that do not have prior written authorization or comply with the terms of the Exhibits.
- c. Contractor shall submit an invoice to the City in accordance with the requirements outlined in the Exhibits. Invoices submitted shall be paid by the City in the manner specified in the Exhibits.

3. TERM. The term of this Agreement shall commence on the date written in the initial paragraph of this Agreement to October 31, 2023, unless terminated prior to that date pursuant to Section 5. This Agreement may be extended upon the written mutual consent of the parties for such additional periods as they deem appropriate, and upon the same terms and conditions as herein stated.

4. BONDS. If the Services provided by Contractor as set forth in the Exhibits and this Agreement exceeds \$100,000, Contractor shall furnish performance and payments bonds covering faithful performance of all the Contractor's obligations, including without limitation warranty obligations, and of all payment of obligations arising under this Agreement. The bonds shall each be issued in an amount equal to 100% of the stipulated sum identified in Section 2 of this Agreement.

5. TERMINATION AND REMEDIES.

- a. Termination for Convenience. This Agreement may be terminated by either party upon 30 days' written notice delivered to the other party at the addresses listed in Section 15 of this Agreement. Upon termination under this provision, if there is no default by the Contractor, Contractor shall be paid for Services rendered and any reimbursable expenses through the effective date of termination.
- b. Termination Due to Default. This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The non-performing party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure that is acceptable to the other party.
- c. Remedies. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City as a result of any breach of this Agreement by the Contractor. In such an event, the City may:

- i. Withhold payments due to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the City is determined.
- ii. Perform the Services, in which case, the Contractor shall within 30 days after written billing by the City, reimburse the City for any costs and expenses incurred by the City.

The rights or remedies provided for herein shall not limit the City, in case of any default by the Contractor, from asserting any other right or remedy allowed by law, equity, or by statute.

- d. Upon termination of this Agreement, the Contractor shall furnish to the City copies or duplicate originals of all documents or memoranda prepared for the City not previously furnished.
6. SUBCONTRACTORS. Contractor shall not enter into subcontracts for any of the Services provided for in this Agreement without the express written consent of the City, unless specifically provided for in the Exhibits. The Contractor shall pay any subcontractor involved in the performance of this Agreement within the ten (10) days of the Contractor's receipt of payment by the City for undisputed services provided by the subcontractor.
  7. STANDARD OF CARE. In performing its Services, Contractor will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the Services are provided.
  8. INSPECTION OF WORK. All materials and workmanship will be subject to inspection, examination, and testing by the City, who will have the right to reject defective material and workmanship or require its correction.
  9. DELAY IN PERFORMANCE. Neither City nor Contractor shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or Contractor under this Agreement. If such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Contractor will be entitled to payment for its reasonable additional charges, if any, due to the delay.



10. CITY'S REPRESENTATIVE. The City has designated Dan Wietecha to act as the City's representative with respect to the Services to be performed under this Agreement. He, or his authorized designee, shall have complete authority to transmit instructions, receive information, interpret, and define the City's policy and decisions with respect to the Services covered by this Agreement.
11. PROJECT MANAGER AND STAFFING. The Contractor has designated Josh Fox and Joby Nolan to be the primary contacts for the City in the performance of the Services. They shall be assisted by other staff members as necessary to facilitate the completion of the Services in accordance with the terms established herein. Contractor may not remove or replace these designated staff without the approval of the City.
12. INDEMNIFICATION.
- a. Contractor and City each agree to defend, indemnify, and hold harmless each other, its agents and employees, from and against legal liability for all claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are caused by its negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Contractor and City, they shall be borne by each party in proportion to its own negligence.
  - b. Contractor shall indemnify City against legal liability for damages arising out of claims by Contractor's employees or subcontractors, including all liens. City shall indemnify Contractor against legal liability for damages arising out of claims by City's employees or subcontractors.
13. INSURANCE. During the performance of the Services under this Agreement, Contractor shall maintain the following insurance:
- a. Commercial General Liability Insurance, with a limit of \$1,500,000 for any number of claims arising out of a single occurrence, pursuant to Minnesota Statutes, Section 466.04, or as may be amended;
  - b. Workers' Compensation Insurance in accordance with statutory requirements.
  - c. Automobile Liability Insurance, with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- Contractor shall furnish the City with certificates of insurance, which shall include a provision that such insurance shall not be canceled without written notice to the City. The City shall be named as an additional insured on the Commercial General Liability Insurance policy.
14. WARRANTIES. Contractor warrants and guarantees that title to all work, materials, and equipment covered by any invoice, will pass to City no later than the Completion Date.

Contractor warrants that all work will be free from defects and that all materials will be new and of first quality. If within one (1) year after final payment any work or material is found to be defective, Contractor shall promptly, without cost to the City, correct such defect.

15. NOTICES. Notices shall be communicated to the following addresses:

If to City: City of Hastings  
101 4<sup>th</sup> Street East  
Hastings, MN 55033  
Attention: City Administrator

Or e-mailed: [dwietecha@hastingsmn.gov](mailto:dwietecha@hastingsmn.gov)

If to Contractor: Precision Landscaping & Construction, Inc.,  
14923 Jacob Avenue  
Hastings, MN 55033

Or emailed: [josh@precisionlandscaping-inc.com](mailto:josh@precisionlandscaping-inc.com)

16. INDEPENDENT CONTRACTOR STATUS. All services provided by Contractor, its officers, agents and employees pursuant to this Agreement shall be provided as employees of Contractor or as independent contractors of Contractor and not as employees of the City for any purpose.

17. RESPONSIBLE CONTRACTOR.

- a. In accordance with Minnesota Statutes, Section 16C.285, Contractor is hereby advised that the City cannot award a construction contract in excess of \$50,000 unless Contractor is a “responsible contractor” as defined in Minnesota Statutes, Section 16C.285, subdivision 3. Contractor must complete a Responsible Contractor Certificate verifying compliance with the minimum criteria specified in Minnesota Statutes, Section 16C.285, subdivision 3, to be eligible to provide the Services outlined in this Agreement. A Responsible Contractor Certificate must be signed under oath by an owner or officer of Contractor. Contractor is responsible for obtaining the required verifications of compliance with Minnesota Statute, Section 16C.285, subdivision 3 from all subcontractors, using a form provided by the City. Contractor must submit signed verifications from subcontractors upon the City’s request.
- b. Contractor or subcontractor who does not meet the minimum criteria established in Minnesota Statutes, Section 16C.285, subdivision 3, or who fails to verify compliance with the minimum requirements of this statute, will not be considered a “responsible contractor” and will be ineligible to provide the Services under this Agreement or otherwise work on the project in any capacity. Contractor and any subcontractor are advised that making any false statements verifying compliance

with Minnesota Statutes, Section 16C.285 will render the Contractor or subcontractor ineligible to perform the Services of this Agreement and may result in termination of this Agreement by the City.

- c. Contractor shall not sublet, sell, transfer, delegate or assign the Services or any portion of the Services of this Agreement without abiding by the applicable provisions of the Minnesota Department of Transportation Standard Specifications for Construction, Section 1801.

#### 18. GENERAL PROVISIONS.

- a. Assignment. This Agreement is not assignable without the mutual written agreement of the parties.
- b. Waiver. A waiver by either City or Contractor of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.
- c. Nondiscrimination. Contractor agrees that in the hiring of employees to perform Services under this Agreement, Contractor shall not discriminate against any person by reason of any characteristic protected by state or federal law.
- d. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Minnesota and any action must be venued in Dakota County District Court.
- e. Amendments. Any modification or amendment to this Agreement shall require a written agreement signed by both parties.
- f. Severability. If any term of this Agreement is found be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.
- g. Data Practices Compliance. All data collected by the City pursuant to this Agreement shall be subject to the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13.
- h. Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

**CITY OF HASTINGS**

By: Mary D Fasbender  
Mary Fasbender, Mayor

By: Kelly Murtaugh  
Kelly Murtaugh, City Clerk

Date: August 1, 2022

**PRECISION LANDSCAPING & CONSTRUCTION, INC.**

By: \_\_\_\_\_  
Josh Fox, Chief Executive Officer

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

# Exhibit 1

VIII-08

**REQUEST FOR QUOTES**  
**Request for Quotes - Abatement Services Contract 2022-2023**  
**As-Needed Mowing, Snow and Ice removal, Property Clean**  
**up and Securing**

**DEADLINE: JUNE 13, 2022 - 12:00 PM (NOON)**

## **SECTION I. GENERAL INFORMATION**

### **A. OBJECTIVE**

The purpose of this request is to receive quotes for as-needed abatement services related to mowing, snow and ice removal and/or property clean up and securing services.

### **B. QUOTE SUBMISSION**

Bidders shall utilize the attached Quote Form.

The Work Description section of the quote form has been divided into four parts (A-D) and will be accepted for one, two, three or all four parts of the proposal. Submissions with interest in one or more portions is acceptable. Failure to submit a bid for two or more parts will not be used against a contractor. However, the City may choose to select one contractor for all four parts.

Quotes will only be accepted via email to: [tdunn@hastings.mn.gov](mailto:tdunn@hastings.mn.gov)  
Quotes without signature will not be accepted. The City is not responsible for failures of electronic mail service.

#### **1. SALES TAX**

The work being performed is subject to Minnesota Sales Taxes. The total for each quote must include any applicable sales taxes. Bills submitted for taxes above the quote price will not be honored.

#### **2. PAYMENT CONDITIONS**

All quotes shall specify terms and conditions of payment, which will be considered as part of, but not control, the award of the contract.

#### **3. INSURANCE**

Proof of Comprehensive General Liability, Auto liability and Workers Compensation Insurance must be submitted with each quote to be considered. Deductibles, of any type, are the responsibility of the Contractor.

The Contractor must provide to the City satisfactory proof that it has obtained liability insurance coverage of at least the statutory limits for municipalities covering claims that might be brought against the event that arise out of the events authorized by this Contract and to name the City as an additional insured on their policy "as their interest may appear" for the entire term of the contract. These insurance policies shall contain the appropriate additional insured endorsement signed by a person authorized by the insurer to bid coverage on its behalf. Certificates of Insurance and Endorsements effecting coverage required by this clause shall be forwarded to:

City Hall- Alana Siebenaler  
101 4th St E  
Hastings, MN 550333

#### **C. POST QUOTE SUBMISSION STIPULATIONS**

##### **1. CHANGES OR ALTERATIONS**

No part of the quote may be changed or altered after submission. Contractors must submit written requests to change any specifications/conditions with their quote. Changes made without submission of a written request with the quote may result in disqualification at the City's sole discretion.

##### **2. REQUEST FOR NON-CONSIDERATION**

Quotes submitted to the City cannot be withdrawn prior to the deadline. Request for non-consideration of quotes must be made in writing and received by the City prior to the deadline. After other quotes are reviewed, the quote for which non-consideration is properly requested may be returned at the sole discretion of the City. The Contractor, in submitting a quote, warrants and guarantees that the quote has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes and that such quote will not and cannot be withdrawn because of any mistake committed by the Contractor.

#### **D. QUOTE CONSIDERATION / TABULATION**

Quotes will be tabulated for comparison on the basis of the prices and quantities and/or by the best value method. Until final award of the Contract, the City of Hastings (hereinafter "the City") reserves the right to reject any or all quotes, to waive technicalities, to request new quotes or propose to do the work otherwise in the best interests of the City.

#### E. REJECTION OF QUOTES

The City reserves the right to reject any or all quotes or to waive technicalities at its option when in the best interests of said City. Quotes will be considered irregular if they show any omissions, alteration of form, additions, or conditions not called for, unauthorized alternate quotes or irregularities of any kind. However, the City reserves the right to waive any irregularities and to make the award in the best interests of the City.

The City reserves the right to reject any or all quotes, and all quotes submitted are subject to this reservation. Quotes may be rejected, among other reasons, if received after the time limit for receiving quotes as stated in the request, if containing any irregularities or for unbalanced value of any items.



## SECTION II. CONTRACT WORK

### A. DEFINITIONS

"**Acreage**" shall mean any property having a total area of 43,560 square feet (1 acre) or greater.

"**Authorized notice**" shall mean a written or verbal notice from the City of Hastings to perform specific work at a specific location.

"**City**" shall mean the City of Hastings, Minnesota.

"**Cleaning and removal of trash, debris and other deposited material**" shall mean any method by which filth, weeds, rubbish, refuse or other matter that might be unhealthy and/or unsightly is removed from any acreage or lot and disposed of as approved by the City and delineated in the City Code and in the specifications for this contract.

"**Contractor**" shall mean the person or firm, awarded the Contract by the City.

"**Ice Removal**" shall mean any method by which ice is removed from any PUBLIC SIDEWALK as approved by the City and delineated in the City Code of Ordinances.

"**Lot**" A plot of land.

"**Reoccurring Mowing**" shall mean subsequent mowing after the initial mowing directed by the City and specifically requested to by the City to be placed on the reoccurring mowing list. Recurring mowing shall be done no earlier than 14 days since the last mowing and no more than 21 days after the last mowing.

"**Reoccurring Snow Removal**" shall mean subsequent snow removal after the initial Snow Removal as directed by the City and specifically requested by the City to be place on the reoccurrence list. Reoccurring snow removal shall be conducted no greater than 24 hours after the snow has ceased to be deposited thereon.

"**Snow Removal**" shall mean any method by which snow and ice is removed from any PUBLIC SIDEWALK as approved by the city and delineated in the City Code of Ordinances.

**B. SPECIFICATIONS**

**ALL SPECIFICATIONS WILL BE STRICTLY ENFORCED.** Any property which does not meet specifications shall be brought up to specifications at the Contractor's expense upon the notification by the City.

**VACANT LOT** – Each lot shall be mowed in its entirety in a uniform cut. Mowing shall be completed as near as possible to any tree, wall, fence, pole, sign, or any other structure. Remaining high grass and weeds shall be trimmed to ensure favorable appearance. Proper action shall be taken to clear the property, adjoining streets, sidewalks and public rights-of-way of all grass and weed trimmings. Specific authorization from the City must be obtained to clean and remove trash, debris or other deposited material from a vacant lot.

**DEVELOPED LOT**– Each lot shall be mowed as near as possible to any building, tree, wall, fence, pole, sign or any other structure in a uniform cut. Remaining high grass and weeds shall be trimmed to ensure favorable appearance. Proper action shall be taken to clear the property, adjoining streets, sidewalks and public rights-of-way of all grass and weed trimmings. Specific authorization from the City must be obtained to clean and remove trash, debris or other deposited material from a developed lot, including public parks and open space.

**ACREAGE BETWEEN ONE ACRE AND TWENTY ACRES** – Each parcel shall be mowed in its entirety in a uniform cut. Any remaining high grass and weeds around trees, walls, fences, poles, signs, or any other structure shall be trimmed. Proper action shall be taken to clear the adjoining streets, sidewalks and public rights-of-way of all grass and weed trimmings. Specific authorization from the City must be obtained to clean and remove trash, debris or other deposited material from acreage.

Five or more vacant, contiguous lots shall be treated as acreage and billed as such.

**ACREAGE OVER TWENTY ACRES** – All areas within fifty feet from a curb, public right-of-way, street, sidewalk or adjacent property under different ownership must be mowed in their entirety in a uniform cut. Any agricultural areas or areas used to cultivate crops must be mowed up to the crop. Specific authorization from the City must be obtained to clean and remove trash, debris or other deposited material from acreage.

**CLEANING OF TRASH, DEBRIS AND OTHER DEPOSITED MATERIAL** - The Contractor shall remove all trash, debris and other deposited material from the property. Trash, debris and other deposited material may include dirt, rock, wood, boards, railroad ties, furniture, appliances, machinery, implement, tires, equipment, litter, clutter, swimming pool water and any other illegally-deposited or rejected matter, personal property or unsheltered storage. The Contractor shall also level and/or remove stockpiles of dirt, aggregate or other materials. The Contractor shall seed and mulch, when required by the City, including MN-DOT 240 seed mix @ 100 lbs/acre and Type 1 Mulch with 90% coverage at two tons per acre. All debris and trash will be properly disposed of with City of Hastings solid waste exclusive provider, Tennis Sanitation.

<https://www.hastingsmn.gov/residents/my-home/recycling-garbage-services>

Hazardous waste shall be taken to the Dakota County's Environmental Resources Center or other state-licensed hazardous waste disposal site as determined accepted by City Staff prior to work commencement. Contact City Staff concerning other situations the Contractor may encounter before proceeding with cleanup. No action shall be taken that does not comply with all life, health and safety requirements of the City including, but not limited to, compliance with City Code Chapter 150, Construction Regulations.

**BOARDING AND SECURING OF PROPERTY** - The Contractor shall install a minimum of 3/8-inch thick plywood over all broken windows, missing doors, and other openings that cannot be secured by other reasonable means. Specific authorization from the City must be obtained to board and secure a property. No action shall be taken that does not comply with all life, health and safety requirements of the City including, but not limited to, compliance with City Code Chapter 150, Construction Regulations.

**SECURING OF PROPERTY** - The Contractor shall install necessary padlocks, door hardware, etc. to secure doors and other unsecured opening that do not require boarding. Specific authorization from the City must be obtained to secure a property. No action shall be taken that does not comply with all life, health and safety requirements of the City including, but not limited to, compliance with City Code Chapter 150, Construction Regulations.

### SECTION III. CONTRACT IMPLEMENTATION

#### A. AUTHORIZATION

The Contractor shall be notified by a designated representative of the City of Hastings to perform specific work at a particular location. **The Contractor shall complete the requested services within two (2) days after receiving authorization.** In the event of inclement weather, the Contractor shall notify the City of failure to complete requested services by the third (3rd) day; however, in any case, such work shall be completed within five (5) days after initial authorization. Failure to notify or finish the work within the timeframes indicated will subject the Contractor to liquidated damages of \$15.00 per day, per property, until the work is complete.

The City shall pay \$25.00 for trips by the Contractor to a site where the Contractor finds abatement has been completed prior to the Contractor arriving at the site if the arrival is within the established timeframes as outlined in Section III(A). In these instances, the Contractor shall provide a single labeled photograph to show the abatement of the violation which shall be provided with the invoice. The invoice shall clearly be labeled as a "Discontinuance Fee" with the property address.

#### B. GENERAL CONDITIONS

1. For work paid on a per hour basis, the Contractor shall examine the property first to estimate the number of hours needed to complete the job before authorization is given. The City shall not pay for travel time. In the event that more than the original number of hours is necessary to complete the job, the Contractor shall contact the designated City of Hastings representative for approval once the original estimated hours are reached and prior to performing any additional hours.
  - a. If seed and mulch is required, the Contractor shall indicate this at this time.
2. The Contractor shall obtain and pay for any and all permits, licenses, disposal fees or any other costs required to fulfill this contract.
3. The Contractor must comply with all federal, state and local ordinances.
4. The Contractor shall protect and prevent all damage to wires, cables, structures, fences, vehicles, trees, plants and other artifacts. Any damage to public or private property shall be corrected by repair or replacement by the Contractor at his or her own expense to the satisfaction of the Owner or the City.
5. In case any action in court is brought against the Owner, or any officer or agent of the Owner, for the failure, omission or neglect of the Contractor to perform any of the covenants, acts, matters or things by this Contract undertaken; or for injury or damage caused by the alleged negligence of the Contractor or his subcontractors or his or her or their agents, or in connection with any claim based on lawful demands of subcontractors, workmen, materialmen or suppliers the Contractor shall indemnify and save harmless the Owner and his or her officers and agents, from all losses, damages, costs, expenses, judgments or decrees arising out of such action.
6. Except as to any supplies or components which the specifications provide need not be new, all supplies and components to be provided under this contract shall be new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety), of current production and of the most suitable grade for the purpose intended. If at any time during the performance of this contract the Contractor believes that the furnishing of supplies or components which are not new is necessary or desirable, they shall notify the City immediately, in writing, including the reasons therefore and proposing any consideration which will flow to the City if authorization to use supplies or components is granted.
7. In the event the Contractor conducts a trip to a site where the Contractor finds abatement has been completed, within 24 hours the Contractor shall notify the City the work was not performed and that the property is being removed from the Reoccurring Mowing and/or Reoccurring Snow and Ice Removal list.

### C. INVOICING

The Contractor shall take before and after photographs in digital format for validation and return same to the City with EACH invoice of each job assignment.

Any invoice submitted without both before and after photos will be returned unpaid. "Before" and "after" photographs must be taken each and every time a property is serviced. Photographs shall meet the following requirements:

- A minimum of three "before" and "after" photographs are required per visit.
- At least one "before" and one "after" photograph must each identify the address or location of the work site.
- The "before" and "after" photographs must clearly validate the work performed.
- Photographs shall be a minimum of 3.2 megapixels, 1600 x 2000 resolution (pixels).

Invoices shall reflect separate charges for each category of work performed with no more than one property on any detail sheet. Invoices shall indicate the date(s) of service shall otherwise comply with City purchasing procedures unless waived by the City. Orders will be placed by the City and must be given a Purchase Order Number to be valid. No payments shall be made on invoices not listing a Purchase Order Number. No partial payment will be made.

An invoice for work performed shall be submitted within fourteen (14) days following completion of the requirements of the contract to:

City Hall- Building Official  
101 4th ST E  
Hastings, MN 55033  
tdunn@hastings.mn.gov

Failure to submit an invoice in the time period identified shall result in nonpayment by the City.

#### **D. PAYMENT TERMS & CONDITIONS**

City review, inspection and processing procedures ordinarily require thirty (30) days after receipt of invoice, materials or service. Quotes which call for payment before 30 days from receipt of invoice, or cash discounts given on such payment, will be considered only if in the opinion of the City the review, inspection and processing procedures can be completed as to the specific purchases within the specified time. It is the intention of the City to make payment on completed orders within thirty (30) days of receiving invoicing unless unusual circumstances arise.

#### **SECTION IV. CONTRACT CONDITIONS**

**A. CONTRACT CLAUSE**

All Contractors understand and agree that the quote will become a legally binding contract upon acceptance in writing by the City. This contract may be superseded only if replaced with a written contract executed by both parties.

**2. PROVISIONAL CLAUSES**

The City will not enter into any contract where the cost is provisional upon such clauses as are known as "escalator" or "cost-plus" clauses.

**3. LIABILITY**

The Contractor and/or the Contractor's employees will assume complete responsibility for any claim of property damage or bodily injury, which may directly or indirectly arise from the employee's performance under the terms of this agreement. The Contractor's employees will hold harmless, release and defend the City from all claims of liability that directly or indirectly arise under the terms of this agreement.

The Contractor shall not recover from the City of Hastings the cost for damaged equipment, including broken blades, punctured tires, or any other damaged equipment, as a result of mowing assignments regardless of the condition of the property.

**4. ASSIGNMENT OF CONTRACT**

The successful Contractor may not assign their rights and duties under an award without the written consent of the City of Hastings City Administrator. Such consent shall not relieve the assignor of liability in event of default by their assignee.

**5. DEFAULT**

In case of default of the successful Contractor, the City may procure the services from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

## QUOTE FORM

PROJECT IDENTIFICATION: 2022-2023 As-Needed Mowing, Snow Removal and Property  
Clean Up and Securing Abatement Services Contract  
Effective June 31, 2022 until October 31, 2023

---

SUBMISSION DEADLINE: June 10 , 2022 at 12:00 PM (noon)

---

SUBMITTED QUOTES TO: CITY OF Hastings  
Building Safety  
ATTN: 2022-2023 ABATEMENT SERVICES CONTRACT  
tdunn@hastingsmn.gov

INDIVIDUAL/COMPANY NAME: Precision Landscaping & Construction Inc

1. The undersigned CONTRACTOR proposes and agrees, if this Quote is accepted, to enter into an agreement with the City and perform and furnish all Work as indicated in the Quote Form and in the Contract Work, Contract Implementation, and Contract Conditions.
2. CONTRACTOR accepts all of the terms and conditions listed in the Quote Form and Contract Work, Contract Implementation, and Contract Conditions. CONTRACTOR shall provide a Certificate of Insurance listing the City of Hastings as an additional insured and licensed to work within the City of Hastings in accordance with the Contract Work, Contract Implementation, and Contract Conditions.
3. In submitting this Quote, CONTRACTOR represents, as more fully set forth in the Quote Form and the Contract Work, Contract Implementation, and Contract Conditions, that:
  - a. CONTRACTOR has examined and carefully studied the Contract Work, Contract Implementation, and Contract Conditions and Quote Form.
  - b. CONTRACTOR is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the Work.
  - c. CONTRACTOR is aware of the general nature of Work to be performed for which this Quote is submitted and understands all terms and conditions for performing and furnishing the Work as indicated in the Contract Work, Contract Implementation, and Contract Conditions and Quote Form.
  - d. This Quote is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; CONTRACTOR has not directly or indirectly induced or solicited any other CONTRACTOR to submit a false or sham Quote; CONTRACTOR has not solicited or induced any person, firm or corporation to refrain from bidding; and CONTRACTOR has not sought by collusion to obtain for itself any advantage over any other CONTRACTOR or over the City.
  - e. CONTRACTOR understands and agrees that the terms of the General Conditions and Specifications are incorporated in and are part of this Quote Form.
4. CONTRACTOR will complete the Work for the following price (s):

Item	Work Description	Unit Cost
<b>PART A - MOWING</b>		
<b>First Mowing</b>		
1	Vacant lot - mowing, trimming, clearing / disposal of trimmings	\$ 300 per acre
2	Developed lot - mowing, trimming, clearing / disposal of trimmings	\$ 250 per acre
3	Acreage, 1 to 20 acres - mowing, trimming, clearing / disposal of trimmings	\$ 300 per acre
4	Acreage, over 20 acres - mowing	\$ 150 per acre
<b>Recurring Mowing</b>		
5	Vacant lot - mowing, trimming, clearing / disposal of trimmings	\$ 250 per acre
6	Developed lot - mowing, trimming, clearing / disposal of trimmings	\$ 200 per acre
7	Acreage, 1 to 20 acres - mowing, trimming, clearing / disposal of trimmings	\$ 250 per acre
8	Acreage, over 20 acres - mowing	\$ 125 per acre
<b>PART B - CLEANING OF TRASH, DEBRIS AND OTHER DEPOSITED MATERIAL</b>		
9	Cleaning of trash, debris and other deposited material - pick up of all trash, debris and other deposited material including labor, vehicles, equipment and disposal costs (Inspected by / scheduled with city staff)	\$ 105 per hour (subject to amount of disposal)
10	Seed and mulch, including MN-DOT 240 seed mix @ 100 lbs/acre and Type 1 Mulch with 90% coverage at two tons per acre, Disc Anchored, where feasible	\$ 5,000 per acre
<b>PART C - SECURING PROPERTY</b>		
11	Boarding and securing property - boarding of broken windows, including all labor, vehicles, equipment and supplies	\$ 150 per opening <del>subject to size of opening</del>
12	Securing property - locking or otherwise securing unsecured openings, windows or doorways including all labor, vehicles, equipment and supplies	\$ 110 per opening subject to size of opening
<b>PART D - SNOW AND ICE REMOVAL</b>		
13	Single street residential sidewalk up to 4-inch snow cover	\$ 0.4 per sq ft
14	Single street residential sidewalk 4 to 8-inch snow cover	\$ 0.6 per sq ft
15	Single street residential sidewalk Over 8-inch snow cover	\$ 0.8 per sq ft
16	Corner lot residential sidewalk up to 4-inch snow cover (includes ped ramps)	\$ 0.4 per sq ft
17	Corner lot residential sidewalk 4 to 8-inch snow cover (includes ped ramps)	\$ 0.6 per sq ft
18	Corner Lot residential sidewalk Over 8-inch snow cover (includes Ped Ramp)	\$ 0.7 per sq ft
19	Single Street Central Business District (Sidewalk that extends to Curbline) sidewalk <sup>2</sup> Up to 4-inch snow cover	\$ 0.4 per sq ft
20	Single street Central Business District (Sidewalk that extends to Curbline) sidewalk <sup>2</sup> 4- to 8-inch snow cover	\$ 0.6 per sq ft



21	Single street Central Business District (Sidewalk that extends to Curbline) sidewalk <sup>2</sup> Over 8- inch snow cover	\$ 0.8	per sq ft
22	Corner lot Central Business District (Sidewalk that extends to Curbline) sidewalk <sup>2</sup> up to 4-inch snow cover	\$ 0.4	per sq ft
23	Corner lot Central Business District (Sidewalk that extends to Curbline) sidewalk <sup>2</sup> 4- to 8-inch snow cover	\$ 0.6	per sq ft
24	Corner lot Central Business District (Sidewalk that extends to Curbline) sidewalk <sup>2</sup> Over 8-inch snow cover	\$ 0.8	per sq ft
25	Sidewalk ice removal up to 4 -inch thickness	\$ 1	per sq ft
26	Sidewalk ice removal 4- to 8-inch thickness	\$ 1.5	per sq ft

1. Reoccurring mowing shall be done no earlier than 14 days after the last mowing and no later than 21 days after the last mowing.
2. In Central Business District, where sidewalk abuts curb, snow can be picked up and hauled away, or at a minimum pushed into the street by 5 AM the morning after snowfall.

5. The following documents are attached to and made a condition of this Quote:
  - a. Project References
  - b. Affidavit of Non-Collusion
  - c. Certificate of Insurance
6. Communications concerning this Quote shall be addressed to the address of CONTRACTOR indicated below.

SUBMITTED on 6/30, 2022

**IF CONTRACTOR IS:**

**AN INDIVIDUAL**

By: \_\_\_\_\_ (Individual's Name) \_\_\_\_\_ (Doing business as)

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

Telephone: \_\_\_\_\_

E-mail: \_\_\_\_\_

**A PARTNERSHIP**

By: \_\_\_\_\_ (SEAL)  
(Firm Name)

\_\_\_\_\_  
(General Partner)

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

Telephone: \_\_\_\_\_

E-mail: \_\_\_\_\_

**A CORPORATION**

By: Precision Landscaping & Construction Inc. Minnesota  
(Corporation Name) (State of Corporation)

By: Josh Fox CEO  
(Name of Person Authorized to Sign) (Title)

Attest: [Signature] (Corporate Seal)  
(Secretary)

Address: 14925 Jacob Ave  
Hastings, MN 55033

Telephone: 651-437-2305 E-mail: josh@precisionlandscaping.com

**A JOINT VENTURE – Each joint venture must sign.**

By: \_\_\_\_\_ (Name) By: \_\_\_\_\_ (Name)

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

Telephone: \_\_\_\_\_ Telephone: \_\_\_\_\_

E-mail: \_\_\_\_\_ E-mail: \_\_\_\_\_

# Exhibit 2

VIII-08

Addendum for Abatement Services Contract 2022-2023

7/15/22

Quote provided by Precision Landscaping to City of Hastings

The following items to be modified to the attached documents from Quote dated 6/30/22 by Josh Fox of Precision Landscaping, Due to highly variable conditions that may occur:

1. Section II

Contract work

Definitions

Snow Removal:

"Snow removal" shall mean any method by which snow and ice is removed from any PUBLIC SIDEWALK as approved by the city and delineated in the City code of ordinances. Contractor to provide these snow removal services within 24 hours and as soon as possible in regards to major snowfall events. City staff to be informed of timeframes of removal

2. Part B Line 9

105\$ per hour for operator&equipment (plus , additional fees for disposal to be estimated before cleanup and approved by city staff)

3. Part B Line 10

No dollar amount specified

Estimated Quantities before work begins and approved by city staff

4. Part C- Max opening size is 4'x8' per stated rates, any openings larger will be based on estimate before work begins and approved by city staff


5. Additional line item #27 to be added

Contractor to provide Rate sheet for equipment rates. This is to be utilized for any other city services when called upon by city.



7/15/22

Building Official



7/18/22

Owner : Precision Landscaping