

CITY OF ROCHESTER
4300 East River Road NE
ROCHESTER, MN 55906

*****PROPOSAL*****

FOR PARKING AREA WINTER MAINTENANCE WITH
QUOTES RECEIVED UNTIL 10:00 O'CLOCK A.M. ON **October 12, 2015**

PROPOSAL OF Better Lawns Shrubs & Snow Removal Inc. 507-289-7783

(Name of Firm) (Phone No.)
7330 100th Street Northwest 507-289-7783

(Address) (Fax No.)
Pine Island Minnesota 55963

(City) (State) (Zip)

TO FURNISH AND DELIVER ALL LABOR, EQUIPMENT AND MATERIALS, AND TO PERFORM ALL WORK IN ACCORDANCE WITH THE CONTRACT AND PROVISIONS WHICH ARE PART OF THIS PROPOSAL, FOR:

CITY PROJECT 2015 Rochester Municipal Parking Area Winter Maintenance

LOCATION: Various Parking Areas, ROCHESTER, MN

TYPE OF WORK Snow Plowing and Ice Control

AREA 50,901 SQUARE YARDS

COMPLETION DATE: April 30, 2015

FORM OF PROPOSAL AND AGREEMENT

According to the requirements and quoted Schedule of Prices for the Proposal “**2015 Rochester Municipal Parking Area Winter Maintenance**”, as Contractor, we:

- hereby certify that an examination has been made of the site conditions, the terms of the proposal and the Form of Proposal and Agreement;
- propose to furnish the required bonds and insurance detailed in the Proposal, and as required by Statutes;
- further propose to furnish all necessary machinery, equipment, tools, labor and other means of operation and to furnish all materials specified, in the manner and at the time prescribed, all according to the terms of the Proposal;
- further propose to do all work according to the stated requirements, and appropriate Statutes and Regulations, and to renew or repair any work that may be rejected due to defective workmanship or materials;
- agree to indemnify and defend the City, it's officers, agents and employees and each of them, against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs and attorneys' fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to any property, which may arise (or which may be alleged to have arisen) out of or in connection with the work covered by the Agreement.



Department of Public Works
 201 4th Street SE, Room 108
 Rochester, MN 55904-3740
 (507) 328-2400

SCHEDULE OF PRICES

Bidder must fill in lump sum unit prices in numerals in the following table, for each snow event level for each parking area:

Parking Area	Unit	Level 1 Event <2"	Level 2 Event 2" - 4"	Level 3 Event 4" - 8"	Level 4 Event 8" - 12"	Level 5 Unit Price per inch above 12"	Sanding Only
Government Center – North Parking Lot	LS	\$50.00	\$80.00	\$130.00	\$220.00	\$30.00	\$40.00
Government Center - South Parking Lot	LS	\$100.00	\$175.00	\$275.00	\$425.00	\$45.00	\$80.00
Civic Center South Parking Lot	LS	\$175.00	\$250.00	\$400.00	\$600.00	\$60.00	\$150.00
Civic Center North Parking Lot	LS	\$125.00	\$200.00	\$325.00	\$475.00	\$50.00	\$120.00
Fair Grounds Park & Ride Lot	LS	\$100.00	\$175.00	\$250.00	\$400.00	\$40.00	\$90.00
Zumbro Parking Lot	LS	\$70.00	\$100.00	\$160.00	\$230.00	\$30.00	\$70.00
Historic 3rd St Segments	LS	\$120.00	\$180.00	\$225.00	\$300.00	\$30.00	\$100.00
1st Ave SE Parking Lot (CJ's)	LS	\$90.00	\$125.00	\$180.00	\$250.00	\$30.00	\$70.00
1st ST NW - 10 Block	LS	\$50.00	\$80.00	\$110.00	\$180.00	\$25.00	\$40.00
Power Plant Parking	LS	\$60.00	\$90.00	\$120.00	\$190.00	\$25.00	\$50.00
Traffic Ops Building Parking Lot	LS	\$50.00	\$80.00	\$110.00	\$180.00	\$25.00	\$40.00

Bidder must fill in hourly unit prices in numerals, for each equipment to be provided for additional winter maintenance activities not specified in the Proposal:

Skid Steer Loader: \$ 85.00 / hour
 Front End Loader: \$ 130.00 / hour
 Pickup with Plow \$ 85.00 / hour

Snow Blower: \$ 85.00 / hour
 Dump Truck: \$ 85.00 / hour

Proposal Submitted By:

Signed: 
 Title: Owner / President
 Company: Better Lawns Shrubs & Snow Removal Inc.
 Dated: October 4th 2015
 Contractor's License: _____

Proposal Accepted By:

Signed: 
 Title: Mayor
 Company: City of Rochester, MN
 Dated: 12/1/2015

Attested by:
 12/1/2015 

RESPONSIBLE CONTRACTOR CERTIFICATE (JULY 1, 2015)

City Project 2015 Rochester Municipal Parking Area Winter Maintenance

A responsible contractor is defined in Minnesota Statutes §16C.285, subdivision 3. Any prime contractor, subcontractor or motor carrier who does not meet the minimum criteria under Minnesota Statutes §16C.285, subdivision 3, clauses (1) to (6), or who fails to verify that it meets those criteria, is not a responsible contractor and is not eligible to be awarded a construction contract for the project or to perform work on the project. A false statement under oath verifying compliance with any of the minimum criteria shall render the prime contractor, subcontractor or motor carrier that makes the false statement ineligible to be awarded a construction contract for the project and may result in termination of a contract awarded to a prime contractor, subcontractor or motor operator that makes a false statement. A prime contractor shall submit to the contracting authority upon request copies of the signed verifications of compliance from all subcontractors of any tier and motor carriers pursuant to subdivision 3, clause 7.

The following is a list of the first-tier subcontractors and motor carriers retained to work on this project (use reverse side for additional space) and, prior to the execution of a construction contract for this project, I will provide a supplemental verification under oath confirming that I have obtained responsible contractor certificates from each for this project:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

By signing this statement, I, Richard Washburn (typed or printed name),
Owner / President (title) certify that I am an owner or officer of the company and do
verify under oath that my company is in compliance with each of the minimum criteria listed in
the law.

Better Lawns Shrubs & Snow Removal Inc. 7330 100th St NW Pine Island, MN 55963
(name and business address of the person, partnership or corporation submitting this proposal)

Signed: 
(bidder or authorized representative)

October 4 2015
Date



Winter Equipment List 2015

1993 Fiat Allis FR 20B wheel loader 3 yard bucket 14' snow pusher

2014 S650 Bobcat 10' Snow Wolf snowplow

2013 S630 Bobcat 9' Snow Wolf snowplow

2008 S300 Bobcat 9' Snow Wolf snowplow

2008 S205 Bobcat 9' Snow Wolf snowplow

6-S185 Bobcats range in year from 2008-2012 all have 8-9 foot Snow Wolf snowplows

3 Western Tornado salt spreaders

2008 F250 with a Blizzard 11' snow plow

2007 Chevrolet 2500 with Hiniker 8' snowplow

2010 GMC 2500 with Blizzard 11' snowplow

2008 Chevrolet 2500 with Blizzard 11' snowplow

1983 IH 5 yard dump truck with 11' Universal snow plow

1997 F 350 1 Ton dump truck with Buyers tailgate sander

2000 Chevrolet 3500 1 Ton dump truck with 8' Boss snow plow

1991 IH Tri-axle dump truck

6- 1 Ton dump trucks for hauling

2- John Deere Garden tractors with heated cab & snow blowers for walks

1980 MT 3 with V plow or angle snow plow for walks

4 Skid loaders and 2 plow trucks can be dedicated to Downtown if necessary

LIST OF VENDORS

The following vendors have been sent this request in no particular order, as follows:

	Business Name	Contact	Phone	Fax	E-Mail
1	B and K Concrete	Kim	507-282-6987		
2	Better Lawns		507-289-7783		mowerman@bevcomm.net
3	Crystal Clear Services		507-216-8601		busy875@msn.com
4	Cunningham Lawn		507-696-5722		rochesterlawnandsnow@gmail.com
5	Doyle Conner	Steve Steinmetz	507-282-1748	507-282-2343	steve@doyleconnerco.com
6	East Side Lawn & Snow		507-421-2664		bids@lawnsnow.com
7	Elcor		507-281-3333	507-288-6604	
8	Eric Ronningen Roofing		507-281-8899		eric@erroofing.com
9	Hartco		507-367-4670		hartco_llc@yahoo.com
10	Hawykeye Services		507-281-3962	507-281-3962	
11	Kyle's Lawn Service		507-254-5404		kyled521@hotmail.com
12	M&M Construction and Cleaning, Inc.		507-285-3137	507-292-8891	info@mandmasphaltservices.com
13	Mark's Lawn Care Solutions		507-696-6530		markslawncaresolutionsmn@gmail.com
14	Meyer Outdoor Svc		507-226-8833		info@meyeroutdoorservices.com
15	Mike's Outdoor Services		507-281-9042		mdpiens@yahoo.com
16	Natures Way		507-289-3039		
17	Reynolds Plowing	Gary	507-398-8320		
18	Rochester Ground		507-288-1131		rochesterground@gmail.com
19	Rochester Service	Kraig Durst	507-281-5333	507-281-5302	kraig@rochesterservicecompany.com
20	Rogers Tree Service	Roger	507-280-0453		rogerstree@gmail.com
21	Salem Corners Services LLC	Mark	507-259-7369		
22	Snow Proz		507-208-2295		jordankilian@gmail.com
23	Sub 0 Snow and Ice		507-951-8771		info@sub0snowandice.com
24	Syverson Ground Services		507-536-3907		
25	Tungland Services	Troy	507-269-4627		troyt33@gmail.com

**CITY OF ROCHESTER
DESCRIPTION OF SUBMITTAL**

Notice is hereby given that quotes will be received at the office of the Transit and Parking Manager until **10:00 A.M. on Monday, October 12, 2015** for the completion of the following described municipal parking area winter maintenance operations.

All proposals must be addressed to the Transit and Parking Manager, City of Rochester, 4300 East River RD NE, Rochester, Minnesota 55906 and shall have endorsed thereon:

2015 Rochester Municipal Parking Area Winter Maintenance

GENERAL REQUIREMENTS

S-1 DESCRIPTION OF WORK

The work shall consist of plowing, blowing or shoveling snow into storage piles at municipal parking areas designated on the enclosed maps following snow events. The work may also include parking area sanding. Each parking area will have a designated location for the snow storage piles.

S-2 CONTRACT TIME

The contract time will be determined in accordance with the following:

- S-2.1 The Contractor shall be able to start work specified in the contract immediately following Notice of Contract Approval. It is anticipated that Notice of Contract Approval will occur on October 15, 2015. Contract operations shall not commence prior to Contract Approval.
- S-2.2 The contractor shall be able to provide all labor, equipment and materials necessary to accomplish the specified work at any hour of the day or night, and any day of the week during the time period from the award of the contract until May 15, 2016.
- S-2.3 The City and the Contractor will have the option to renew this contract on an annual basis for an additional three (3) years. The City will not exercise the option to renew this Contract beyond the initial terms unless the City has appropriated funds to pay the amount due under the Contract. Rates will be reviewed on an annual basis and modifications will be agreed upon prior to each year's renewal. Contract dates after the initial year of the Contract shall be from October 1st of that year to May 15th of the following year.

S-3 REFERENCE DOCUMENTATION

Reference Documentation shall be the latest edition, including amendments and published updates, issued prior to the date of request for quotations, of the following:

1. City of Rochester Ordinances.

S-4 DESIGNATION OF PARTIES

- S-4.1 "City"
"City" shall mean the City of Rochester, 201 4th Street SE, Room 108, Rochester, MN 55904.
- S-4.2 "Owner"
"Owner" shall mean the City of Rochester, 201 4th Street SE, Room 108, Rochester, MN 55904 or as named in the contract documents.
- S-4.3 "Bidder"
"Bidder" shall mean any individual or entity submitting a Proposal for the specified work.
- S-4.4 "Contractor"
"Contractor" shall mean the individual or entity designated in the Contract documents to perform the specified work.
- S-4.5 "Sub-Contractor"
"Sub-Contractor" shall mean the individual or entity acting for or on behalf of the Contractor in performing any part of the Contract.



S-5 AWARD AND EXECUTION OF CONTRACT

S-5.1 Award of Contract

The award of the contract shall be the lowest total cost calculated on the basis of adding eight (8) Level 1 events, six (6) Level 2 events, two (2) Level 3 events and one (1) Level 4 event. The number of each event was established to provide basis for an equal comparison of all quotes received only. The actual number of each event that can occur during the contract period may vary significantly from these values, and the bidder should not rely on these basis numbers for determining costs and final payment. Payment will be made based on the actual number of each events occurring at each parking area in the contract period at the unit prices provided in the awarded quote.

S-5.2 Execution of Contract

The Contractor shall not, under any circumstance, assign the Contract or any payments due hereunder without written permission by the City.

The Contract will be made on the forms included within these proposal documents.

By accepting this contract, the Contractor agrees that they have fully reviewed the proposal documents, site conditions and applicable regulations; and fully understands the requirements necessary to complete the proposed work.

S-5.3 Payment and Performance Bonds

If the estimated cost of the contract, based on Section S-5.1 exceeds \$100,000, the successful Bidder, at the time of the execution of the Contract, shall furnish a Payment Bond equal to the Contract amount and a Performance Bond equal to the Contract amount, as required by Minn. Stat. Section 574.26. The bonds shall be issued by sureties satisfactory to the City and authorized to do business in the State of Minnesota.

The Payment Bond and Performance Bond shall guarantee that the Contractor will perform each and every part of the agreement, cover all guarantees called for in these Specifications, including the provisions for maintenance and repair, and insure the prompt payment to all persons furnishing material and labor required in the prosecution of the work. The Performance Bond shall be written in such a manner that it shall remain effective until the Date of Final Acceptance.

S-5.4 Insurance

Contractor shall not commence work under the contract until they have obtained all the insurance described below and the City has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

- A) Liability Insurance.** The contractor shall obtain and maintain a commercial liability insurance policy with limits of no less than \$1,500,000 each occurrence/aggregate for both bodily injury & property damage liability to cover claims for injury or damage resulting or arising from the actions of the contractor, its officers, employees or agents during the term of the contract. Products and completed operations coverage is to be included within the required limits.
- B) Auto Insurance.** The contractor shall obtain and maintain commercial auto insurance policy with limits of no less \$1,500,000 each occurrence/aggregate for both bodily injury & property damage liability to cover claims for injury or damage resulting or arising from the actions of the contractor, its officers, employees or agents during the contract.

- C) **Workers' Compensation.** The contractor shall obtain and maintain workers' compensation insurance policy with limits of at least \$500,000 per incident or injury to cover claims for injury or disease resulting or arising from the actions of the contractor, its officers, employees or agents during the contract. Insurance coverage will meet statutory requirements for Minnesota.
- D) The City of Rochester is to be named an "additional insured" to the contractor's insurance policy during the term of contract.

S-6 WORK REQUIREMENTS

All work shall be located on public right-of-way or on easements to be provided by the Owner. The Contractor shall confine his operations at all times within the limits of the easements. No snow shall be piled in a handicap parking stall, pushed up against parking meters or fire hydrants, or placed onto sidewalks. Any repairs or restoration outside the easement limits, required due to the Contractor's carelessness, shall be made with no compensation allowed.

The contractor shall provide all labor, equipment and materials to accomplish the work in the following schedule:

S-6.1 Snow Plowing

The work shall consist of plowing, blowing or shoveling snow into storage piles at municipal parking areas designated on the enclosed maps during a snow event.

During the time period of November 1st to March 31st, snow removal will automatically commence when snowfall in the City of Rochester reaches a depth of two (2) inches and continue until the snow from each snow event is cleared. Snow removal before November 1st or after March 31st and for events totaling less than two (2) inches must be coordinated with the City prior to commencement.

All snow removal should be completed prior to 7 am when possible. However, this time-frame should not preclude day-time plowing operations. Individual parking areas may warrant multiple site visits of differing frequency to complete the snow removal during each snow event due to the use of the parking areas. Following are the preferred priorities and general information for each parking area for the sequencing of the snow removal work:

Government Center Lots:

1. Government Center Main Lot – North
2. Government Center Main Lot – South

The Government Center lots are in use 24 hours a day, 7 days a week, with peak usage Monday – Friday from 8 am to 5 pm, and on the first and third Mondays between 5 pm and 9 pm.



The Government Center Main Lot – North is currently closed off for construction and will be maintained by the building contractor until the construction is complete. Snow removal for this lot will begin under Proposal after the construction is complete.

Civic Center and Fairgrounds Lots

3. Civic Center South Lot
4. Civic Center North Lot
5. Fairgrounds Park and Ride Lot

The Civic Center and Fairgrounds lots are typically in use Monday – Friday from 7 am to 5 pm. Additionally, these lots are in use during periodic events.

Central Business District Public Parking

6. Zumbro Lot
7. Historic 3rd Street SE
8. Historic 3rd Street SW
9. 1st Ave SE Lot (Behind CJs)
10. 1st Street NW Lot

These lots are of prime importance to business parking. Peak hours for these parking areas are during Central Business District hours.

City/County Operations Lots

11. Power Plant Lot
12. Traffic Operations Lot

The City Operations lots are typically in use Monday – Friday from 7 am to 5 pm.

S-6.2 Sanding

Sanding application consists of the supply and mechanical spreading of sand in the driving lanes, fire lanes and handicap stalls at rate of the Contractor's discretion that will reduce icy conditions to a safe level for vehicle and pedestrian travel.

The Contractor will be contacted by the City when conditions warrant a sanding only event. The Contractor shall not proceed with sanding operations until receiving notice from the City for each event.

The preferred priorities and general information for the sequencing of the detail in S-7.1 shall apply to the sanding work as well.

S-6.3 Adjacent Areas

Clearing of sidewalks adjacent to the parking areas and hauling of the snow piles from each site are activities that will be completed by the City or County Maintenance crews, and will not be part of the lump sum prices for each lot and event.

S-7 **MEASUREMENT & PAYMENT**

S-7.1 Snow Event

A snow event shall be defined as the time period from the start of measureable snow accumulation until a clear stoppage of the snow accumulation as shown in the webpage <http://www.nohrsc.noaa.gov/interactive/html/graph.html?station=RSRM5> (Graph = Plot 3 Data, Column = Observed Cumulative Depth of Snow).

Snow events shall be classified in the follow event levels:

Sanding Event – A sanding event shall be defined as all work performed during the event where only sand is spread on the parking area and no snow is plowed. A sanding event shall only be initiated by direct communication from the City to the Contractor to proceed with the sanding work.

Level 1 Event - A Level 1 event shall be defined as all work during the snow event where snow is plowed and piled following a snowfall of less than two (2) inches. A Level 1 event shall only be initiated by direct communication from the City to the Contractor to proceed with the snow plowing.

Level 2 Event - A Level 2 event shall be defined as all work during the snow event where snow is plowed and piled following a snowfall of at least two (2) inches and less than four (4) inches. A Level 2 event shall be automatically initiated by the Contractor following the accumulation of two (2) inches.

Level 3 Event - A Level 3 event shall be defined as all work during the snow event where snow is plowed and piled following a snowfall of at least four (4) inches and less than eight (8) inches. A Level 3 event shall be automatically initiated by the Contractor following the accumulation of two (2) inches.

Level 4 Event - A Level 4 event shall be defined as all work during the snow event where snow is plowed and piled following a snowfall of at least eight (8) inches and up to twelve (12) inches. A Level 4 event shall be automatically initiated by the Contractor following the accumulation of two (2) inches.

Level 5 Unit Price – A Level 5 unit price shall be based on each full inch of snow fall above twelve (12) inches. Measurements shall be rounded up to the nearest inch.

Payment for snow fall events accumulating twelve (12) inches and below shall be based on the Event lump sum price for each parking area for each event.

Payment for snowfalls above twelve inches shall be calculated by multiplying the number inches above twelve (12) inches times the Level 5 Unit Price and added to the Level 4 Unit Event lump sum price for each parking area for each event.



S-7.2 Removal of Lot from Required Work

It is expected that work will be required at all of the Parking Areas as detailed. However, due to currently unforeseen situations, the City may no longer need the winter maintenance work to be performed at a Parking Area. If this situation arises, the City will notify the Contractor of the removal of the Parking Area from the work responsibilities.

The removal of a Parking Area from the work responsibilities shall not affect the lump sum unit prices for the remaining areas in the Proposal.

S-7.3 Additional Winter Maintenance Work

It is expected that work under Section 6.3 Adjacent Areas will be performed by City or County Maintenance crews. In the event that it becomes necessary for the City or County to need additional assistance in the adjacent areas or in additional parking areas, the contractor will be contacted in such instances to provide extra work. Payment will be by the hour based on the hourly unit prices for each piece of equipment used in the amount quoted in the hourly portion of the Schedule of Prices. The hourly unit prices shall include costs related to the use of the equipment, including the equipment, operators and fuel.

S-7.4 Partial Payment

Unless the terms of the contract provide otherwise, progress payments shall be made monthly as the work progresses. Payments shall be based upon estimates of work completed as approved by the City. A progress payment shall not be considered acceptance or approval of any work or waiver of any defects therein.

S-7.5 Final Payment

State Law provides that the final estimate will be made within 90 days after completion of all work required under this Contract. If, however, the total value of the Contract exceeds \$2,000,000.00, the 90 day requirement will not apply and the time allowed for making such final estimate shall be 180 days after the work under this Contract has been, in all things, completed to the satisfaction of the Commissioner.

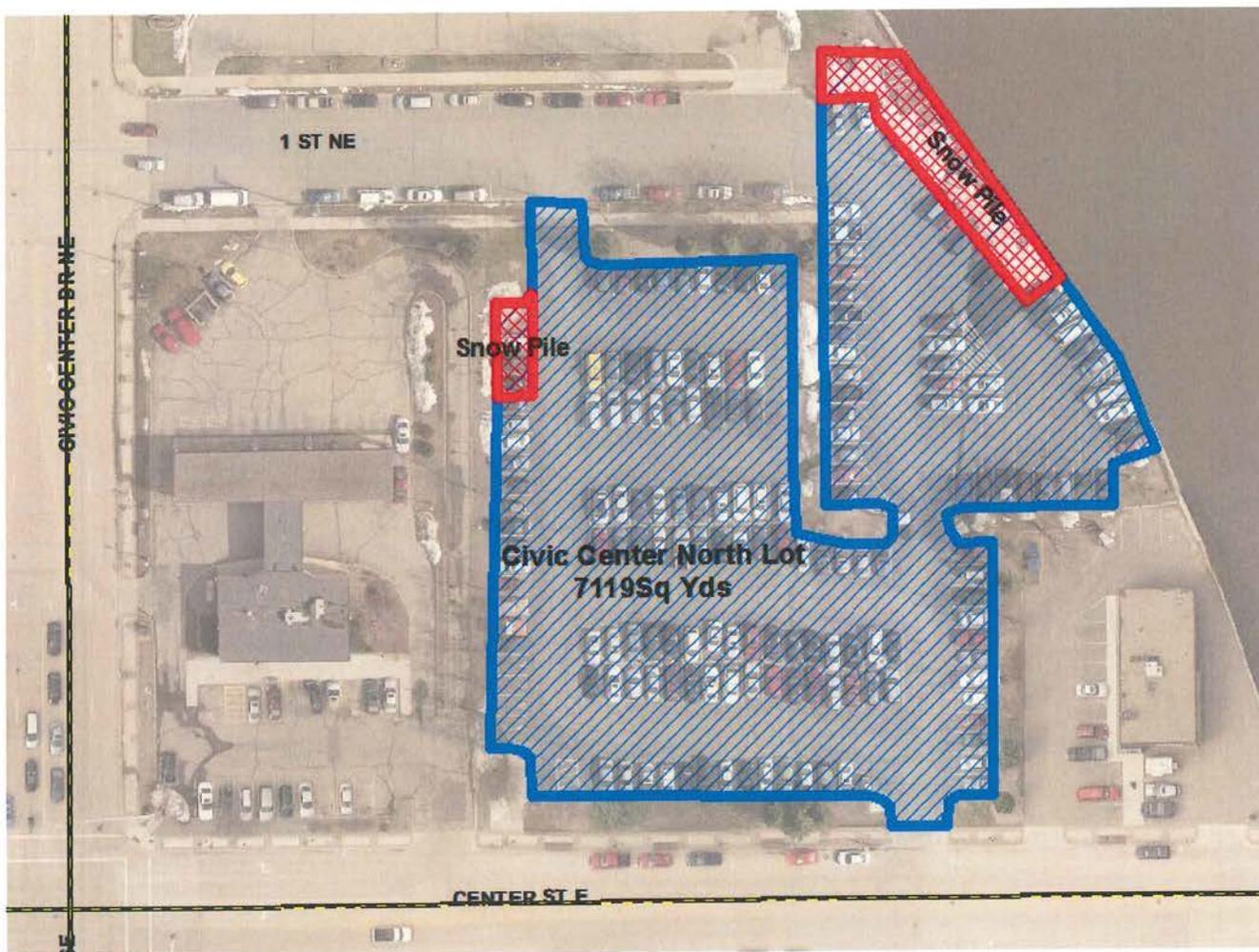
S-8 CONTACT INFORMATION

Questions regarding this Project shall be directed to:

Tony Knauer
Transit and Parking
City of Rochester
(507) 328-2424

Dean Koutsoukos
Infrastructure Maintenance
City of Rochester
(507) 328-2412







Department of Public Works
201 4th Street SE, Room 108
Rochester, MN 55904-3740
(507) 328-2400



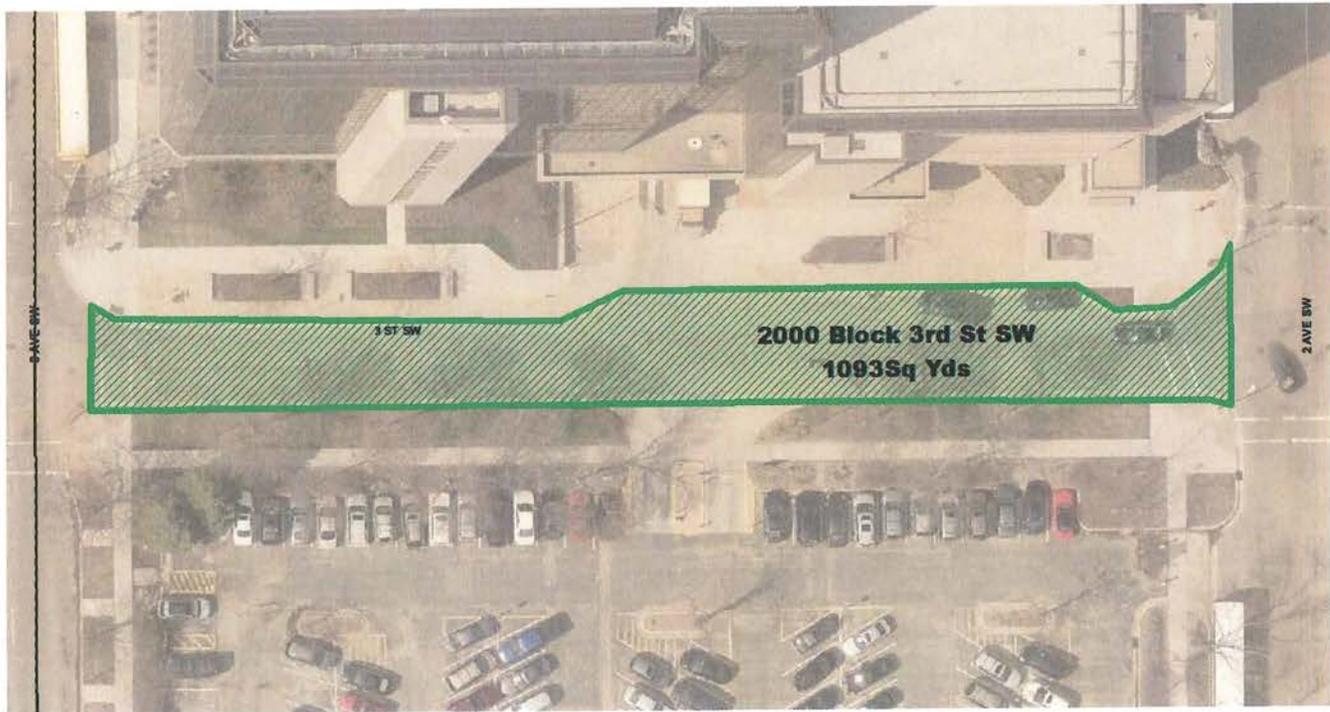
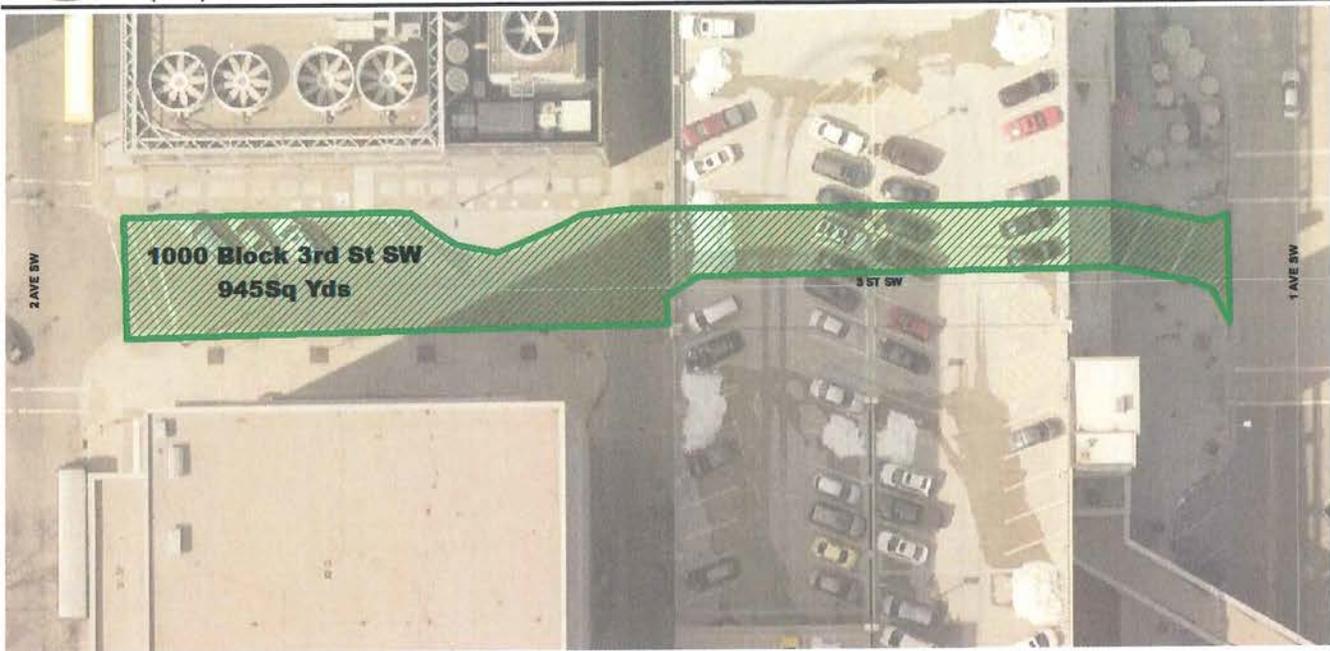








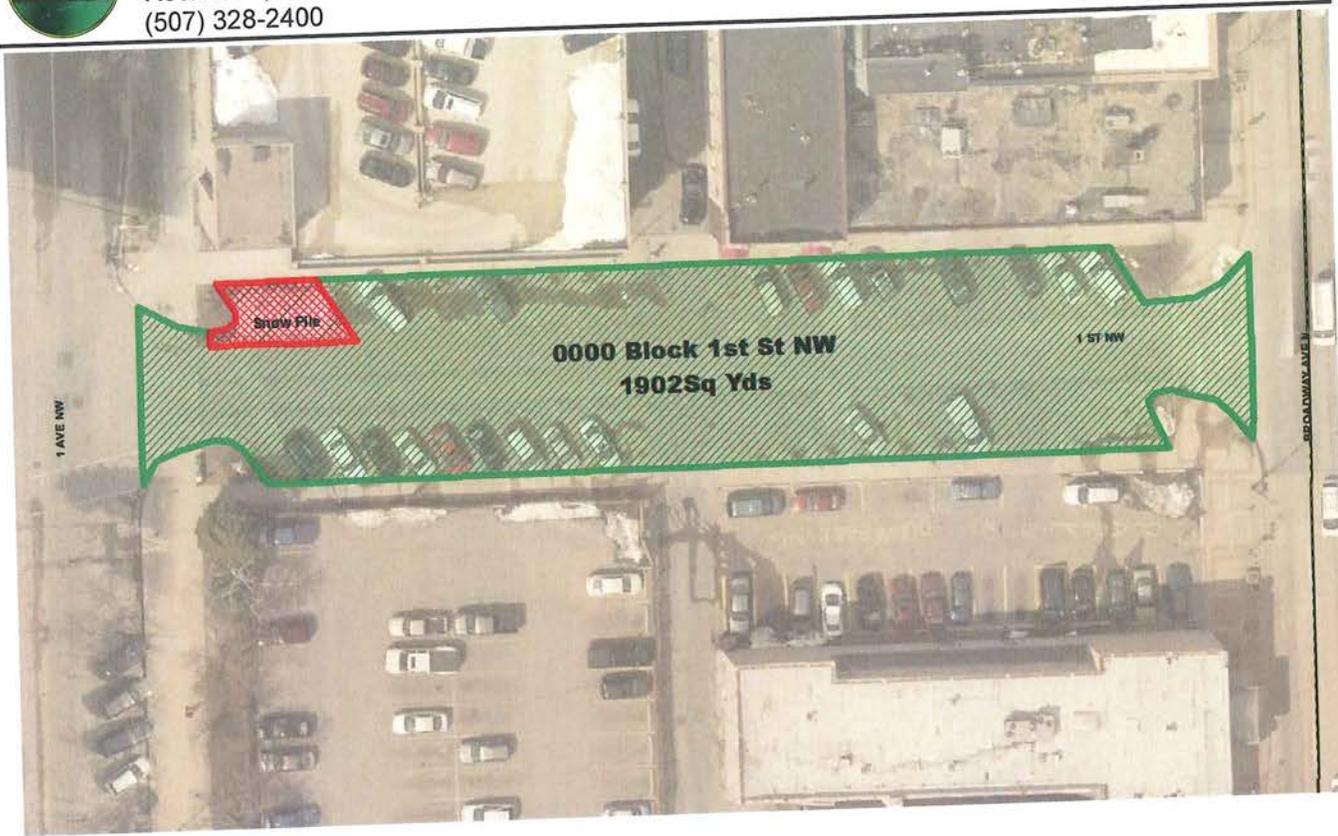
Department of Public Works
201 4th Street SE, Room 108
Rochester, MN 55904-3740
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Parking Area Estimated Area in Square Yards

Item	Street	Area (SY)	Type
1	Government Center - North Lot	2,141	Parking Lot
2	Government Center - South Lot	4,343	Parking Lot
3	Civic Center North Lot	7,119	Parking Lot
4	Civic Center South Lot	11,474	Parking Lot
5	Fairgrounds Park & Ride Lot	5,380	Parking Lot
6	Zumbro Lot	2,225	Parking Lot
7	Historic 3rd	4,271	Street
8	1st Ave Lot (CJ's)	3,126	Parking Lot
9	1st St NW - 10 Block	1,902	Street
10	Power Plant Lot	2,777	Parking Lot
11	Traffic Operations Lot	1,026	Parking Lot