



## **CITY OF WINONA – REQUEST FOR QUOTES (RFQs)**

### **CODE COMPLIANCE LAWN MOWING/WEED REMOVAL/SIDEWALK SNOW/ICE REMOVAL AND GARBAGE/JUNK REMOVAL**

#### **Introduction**

The City of Winona is seeking a single contractor for code compliance lawn mowing, sidewalk snow/ice removal services, and garbage/junk removal and hereby requests written quotes for such services.

#### **Requested Services**

The City of Winona Inspections Department receives and responds to complaints regarding long grasses, weeds or vegetation which exceeds 6 inches in height, snow or ice that is not removed from sidewalks no later than 24 hours after a snow or ice event and garbage/junk removal. The City of Winona is seeking a contractor to supply mowing, snow/ice removal services, and garbage/junk removal for properties which fail to be mowed, shoveled and garbage/junk removed by the property owner after a notice of violation. The selected contractor will be responsible to provide mowing, shoveling, de-icing and garbage/junk removal services to the City of Winona for properties requested by the City of Winona Inspections Department.

#### **Description of the Work to be Performed**

The City of Winona Inspections Department will identify each property by address and note any special circumstances and contact the contractor for abatement removal. The Inspections Department will take time-stamped before and after photos.

#### **Job Expectations**

- The contractor will also be required to take time-stamped before and after photos.
- The contractor will be expected to complete all jobs within 24 hours of notification, weather permitting.
- The contractor must be able to receive requests via phone, text, or email.
- The contractor's invoices will give a detailed description of the location by address, date and time work was performed rounded to the quarter hour in an itemized categorization of charges incurred within 15 days of performing the service.
- City reserves the right to withhold payment on all unauthorized work.
- The contractor will provide the required services personally and will not subcontract or assign services without the City of Winona's written approval.

### **Grass/Weeds Mowing Services Requirements (Nuisance Code Attached)**

- Be prepared to complete a large number of mowing jobs in a timely manner on a per call basis.
- Be able to handle some jobs consisting of extremely long grass/weeds.
- Have the equipment, personnel and skills needed for cutting grass/weeds of heights in excess of 6 inches on both residential and commercial properties.
- Be capable of mowing ungraded lots or steep slopes.
- Identify possible hazards including garbage, debris, and miscellaneous junk that may be present in grass.
- Mow vegetation in and around structures (example: swing set), walks, trees, fences to a neat appearance.
- Remove and properly dispose of all trash and debris in the mowing area. Disposal costs may be separately itemized.
- Clear sidewalks, alley ways or adjacent public right of ways of clippings following mowing.

### **Snow and Ice Removal Services Requirements (Nuisance Code Attached)**

- Be prepared to complete a large number of snow/ice removal jobs in a timely manner on per call basis.
- Contractors will use whatever method deemed necessary, in its sole and absolute discretion, to be the most appropriate method to clear any snow accumulation.
- Contractors will be required to clear the assigned sidewalks of snow and ice to the full width of the sidewalk down to the cement and clear all crosswalks and approaches onto city streets so as to maintain a passable sidewalk and crosswalk.
- Contractors will treat icy conditions on assigned sidewalks using appropriate and industry standard chemical applications.
- All snow and ice removal services will be conducted in a safe manner, with care given to the safety of the general public. This includes having all equipment outfitted with the proper lighting devices so as to be visible while operating.

### **Garbage/Junk Removal Service Requirements (Nuisance Code Attached)**

- Be prepared to remove small and large jobs of garbage/junk removal from properties in a timely manner per call basis.
- Contractors will remove all garbage/junk from assigned properties and use whatever method deemed necessary, in its sole and absolute discretion, the most appropriate method to remove the garbage/junk without damaging property. All garbage/junk removal services will be conducted in a safe manner, with care given to the safety of the general public.

## **Contract Termination**

The City of Winona may, by written notice, and at any time, terminate the agreement if, in the judgment of the City of Winona, the contractor has failed to comply with the terms of the agreement. In the event of such termination, the contractor shall be entitled to payment for work performed through the date of written notice is delivered to contractor. No sums shall be owed to the contractor for work performed after such notice is delivered.

Contractor acknowledges that this agreement is contingent upon sufficient budget allotments, and is subject, by written notice to contractor, to restriction or cancellation if budget adjustments are deemed necessary by the Winona City Council. In the event the contract is terminated due to such budget restructuring, contractor shall be entitled to payment for work performed through the date of the written notice. No sums shall be owed to the contractor for work performed after such notice is delivered.

## **Notification of Property Damage**

Contractors will be notified in writing by the City of Winona Inspections Department of any property damage that occurs as a result of snow and ice removal, mowing services or garbage/junk removal. Notification will be within 48 hours of the City of Winona Inspections Department becoming aware of such property damage. Property damage includes but is not limited to damage to homeowner turf, sprinkler systems, water curb stop valves, fences, etc.

Contractor will be solely and wholly financially liable for any damaged property, as a result of negligence on the part of the contractor. The contractor will repair, to the satisfaction of the City of Winona Inspections Department, any damaged property in a timely manner.

## **Term of Contract**

The term of the contract shall run for two (2) year commencing on the date of contract signing. The City of Winona has the right to extend the two-year contract without going back to bid with the same contractor.

## **Payments**

Payments will be made upon submittal of separate invoices on a per lot/property basis. Invoices must be received by the City of Winona Inspections Department for payment to be processed. Payments are made upon approval by the Director of Community Development and Building Official and may take 30 days to pay from the date the invoice is submitted.

## **Selection Process**

The City of Winona reserves the right to reject all quotes and the right to reject a quote which is in any way incomplete or irregular. Contract will be awarded to the best overall quotes as determined by the best interests of the City of Winona. In comparing the responses to the RFQ and making awards, the City of Winona may consider such factors as quality and thoroughness of a quotes, and past performance of the contractor.

Preference will be given to those contractors providing demonstrated capability and experience in addition to that of the quoted prices. The City of Winona reserves the right to award the contract to a contractor who is not the lowest cost; however, cost is an important factor in the selection of a contractor.

## **General Requirements**

The contractor quotes and contact information and certificate of insurance must be submitted to the City of Winona Inspections Department on or before April 10, 2023. Quotes submitted after the above deadline shall be considered late and will not be opened or considered. Faxed quotes will not be accepted.

Contractor quotes and contact information may be mailed, emailed or hand delivered in an envelope clearly marked with the following information:

RFQ– Code Compliance Mowing/Snow/Ice and  
Garbage/Junk Removal  
City of Winona Inspections Department  
207 Lafayette St.  
P.O. Box 378  
Winona, MN 55987

Emailed quotes should be directed to Chad Sommer, City of Winona Building Official as follows:

[csommer@ci.winona.mn.us](mailto:csommer@ci.winona.mn.us)

Subject: RFQ – Code Compliance Mowing/Snow/Ice and  
Garbage/Junk Removal

## **Additional information**

All questions regarding this Request for Quotes shall be directed to:  
Chad Sommer, City of Winona Building Official,  
207 Lafayette St.  
PO Box 378  
Winona, MN 55987  
507-457-8231  
[csommer@ci.winona.mn.us](mailto:csommer@ci.winona.mn.us)

## 32.03 WEEDS

- (a) "Weeds" Defined. "Weeds" shall mean and include not only such noxious weeds as defined in Minnesota Rules 1505.0751, but also such undesirable, useless, uncultivated and troublesome plants as are commonly known as weeds to the general public and all pollen producing plants which are a hazard to hay fever sufferers.  
Ord. No. 3450 05/01/00      Ord. No. 3900 4/16/2012
- (b) Permitting or Maintaining Growth. It shall be unlawful for any owner or occupant, if other than the owner, of any occupied or unoccupied lot or land or any part thereof, to permit or maintain on any such lot or land, or on or along the sidewalk, street or alley adjacent to the same between the property line and the curb or middle of the alley or for 10 feet outside the property line if there be no curb, any growth of weeds and/or grass, brush or other rank vegetation to a greater height than 6 inches on the average or any accumulation of dead weeds, grass or brush which may conceal filthy deposits of garbage and refuse and provide harborage for rodents; provided, that in those blocks that are 25% developed or less, weeds, etc., shall be cut at least once during the growing season at the discretion of the weed inspector.
- (c) Duty of Owner and Occupant to Remove. It shall be the duty of any owner and occupant, if other than the owner, of any lot or land or any part thereof, to cut and remove or cause to be cut and removed all such weeds and/or grass, brush and rank vegetation as often as may be necessary to comply with the provisions of this section; provided, that the cutting and removing of such weeds and/or grass, brush and rank vegetation at least once in every three weeks, between May 15 and September 15, shall be considered compliance with this chapter.
- (d) Publication of General Notice for Control and Eradication. A general notice for the control and eradication of weeds and/or grass, brush and rank vegetation shall be published in the official newspaper on or before May 15 of each year. Failure of weed inspector to publish a general weed notice or to serve individual notices herein provided does not relieve any person from the necessity of full compliance with any and all provisions and regulations of this chapter. In all cases such published notice shall be deemed legal and sufficient notice.
- (e) Serving Notices. Whenever the city weed inspector finds it necessary to secure prompt eradication or cutting and removal of weeds and/or grass, brush and rank vegetation in individual cases or in the event of failure to comply with the general published notice, the city weed inspector shall serve individual notices in writing upon the owner and occupant, if other than the owner, giving specific instructions when and how the weeds and/or grass, brush and rank vegetation are to be cut and removed. The notice

shall be served upon the owner of the property and on the occupant, if other than the owner, either personally or by first class mail supported by an affidavit of mailing sent to the last known address of the owner and occupant of the property. A notice tag shall also be affixed to the door of any building situated on the property. Service on an owner living temporarily or permanently outside of the city whose property is vacant or unoccupied may be made by sending the notice by first class mail supported by an affidavit of mailing to the last known address of such person, to be ascertained, if necessary, from available public records.

- (f) Removal by City. If any owner or occupant, if other than the owner, upon whom the individual notice is served, fails to comply with the notice either by refusal or neglect to cut and remove such weeds and/or grass, brush and rank vegetation within 7 days after service of such notice, the city weed inspector shall cause such weeds and/or grass, brush and rank vegetation to be cut and removed. Promptly upon completion of the work of removal of the weeds and/or grass, brush and rank vegetation, the city manager or his designated representative shall serve upon the owner by first class mail an itemized statement of the actual cost of such cutting and removal plus the actual cost of supervision, including cost of serving notice upon the person responsible for such cutting and removal; such statement to include an administrative fee as set forth in the Section 51.01 of this Code.. If the owner fails to pay, the city manager shall submit to the city council the itemized accounting of costs and a recommendation that the city council by resolution authorize that an assessment be levied upon such lot or land in accordance with Minnesota Statutes, chapter 429.

The owner of any property so assessed may, at any time prior to certification of the assessment to the county auditor, pay the whole of the assessment on such property with interest accrued to the date of payment to the city treasurer; except, that no interest shall be charged if the entire assessment is paid within 30 days of the date of adoption of such assessment resolution.

- (g) Penalty. Any person who shall fail, neglect or refuse to comply with the provisions of the individual notice delivered or sent to him or shall resist or obstruct the city weed inspector or person or persons hired by him to cut and remove weeds and/or grass, brush and rank vegetation, shall, upon conviction thereof, be subject to a fine not exceeding \$500 or imprisonment for a term not exceeding 90 days.

Ord. No. 2871 04/20/87      Ord. No. 2963 03/20/89  
 Ord. No. 3814 10/05/09      Ord. No. 3823 1/04/10

### 25.13 SNOW AND/OR ICE ON SIDEWALKS

- (a) The owner of any building or lot in the city abutting on or adjoining any public sidewalk shall, within the first twelve (12) hours of daytime after the ceasing to fall of any snow, remove or cause the removal of the snow and/or ice from such sidewalk and shall cause sand and/or chemicals to be sprinkled on the sidewalk where there is snow or ice that cannot be removed and shall remove or cause the removal of such snow or ice within twenty-four (24) hours thereafter.

The owner of any building that is a one or two-family dwelling in the city abutting on or adjoining any public sidewalk shall, within twenty-four (24) hours after the ceasing to fall of any snow, remove or cause the removal of the snow and/or ice from such sidewalk and shall cause sand and/or chemicals to be sprinkled on the sidewalk where there is snow or ice that cannot be removed and shall remove or cause the removal of such snow or ice within twenty-four (24) hours thereafter.

- (b) No person shall deposit or cause to be deposited upon a public street or place any snow and/or ice removed from private property.
- (c) In the event the owner of any land in the city abutting or adjoining any public sidewalk fails to remove or cause the removal of the snow and/or ice from such sidewalk, the city manager or his designated representative is authorized to cause the removal of such snow and/or ice at the expense of the owner. The city manager may provide that the work shall be done by city personnel or by an independent contractor.
- (d) Prior to removal of the snow, the city manager or his designated representative shall cause notice to be served upon the owner. Such notice shall be in writing, shall state that a violation has occurred, and that the city intends to remove or cause the removal of the snow at the expense of the owner within 24 hours after service of the notice. The notice shall be either served upon the owner of the property personally or sent by regular mail to the last known address of the owner of the property. A notice tag shall also be affixed to the door of any building situated on the property.
- (e) If the snow and/or ice is not removed within the time provided by the notice, the city manager or his designated representative shall cause the removal of such snow.
- (f) Promptly upon completion of the work of snow and/or ice removal, the city manager or his designated representative shall serve upon the owner by regular mail an itemized statement of the reasonable value of the labor and materials expended, or the special charges incurred by a contractor for the removal of the snow; such statement to include a \$100.00 administrative fee, together with a demand for payment in full within 30 days thereafter.
- (g) If the owner fails to pay, the city manager shall cause the charges as shown on such statement to be assessed against the land in the manner provided by Minnesota Statutes, Sections 429.061, 429.071 and 429.101.

Ord. No. 2838 10/10/86.

### **32.01(b)(10) JUNK/GARBAGE**

Storage or accumulation of junk or other refuse in the open. Property kept in a licensed place is excepted. Building materials may be kept outside of an enclosed structure for a maximum of thirty (30) days following the expiration of a building permit for which such material has been acquired. For the purpose of this section, junk is defined as any material or substance which does not serve, nor is it intended to serve, any useful purpose or the purpose for which it was originally intended. Junk is considered to include, but is not limited to, refuse, empty cans, bottles, debris, used furniture and appliances and so forth.

Ord. No. 2820 06/16/86      Ord. No. 3012 03/19/90





## **CONTRACTOR QUOTES AND CONTACT INFORMATION**

The City of Winona requires that contractors interested in submitting quotes please fill out this form and return with their certificate of insurance by April 10, 2023.

Company/Owner's Name: \_\_\_\_\_

Company/Owner's Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Company/Owner's Contact No: \_\_\_\_\_

Cell Phone No: \_\_\_\_\_

### **Cost Calculations**

Lawn/Weed Mowing                      Hourly Rate \$ \_\_\_\_\_

Snow removal sidewalks              (Price Per Linear Foot) \$ \_\_\_\_\_

De-icer Materials  
Material Type \_\_\_\_\_ Unit \_\_\_\_\_ \$Per Unit \_\_\_\_\_

Garbage/Junk Removal              Hourly Rate \$ \_\_\_\_\_

Disposal Rate \$ \_\_\_\_\_

Labor                                      Hourly Rate \$ \_\_\_\_\_

### **List of Equipment:**

_____	_____
_____	_____
_____	_____
_____	_____

**(If more room is needed, please attached separate sheet of paper)**

**Qualifications: (Years in business, experience providing the level of service specified in RFQ).**

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**References: (Please provide a list of three references of clients that have a current contract for services).**

Client Name: \_\_\_\_\_ Phone No: \_\_\_\_\_

Client Name: \_\_\_\_\_ Phone No: \_\_\_\_\_

Client Name: \_\_\_\_\_ Phone No: \_\_\_\_\_

**Specific list of employees/staff (primary contact, clerical contact, and owner or owner's agent) assigned under this contract with contact information including name, phone and email (if applicable).**

**Employee Name & Phone No.**

**Email: (If applicable)**

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**(If more room is needed, please attached separate sheet of paper)**

**Insurance Requirements**

A certificate of liability insurance and automobile/mowing equipment insurance. (The contractor(s) will need to name the City of Winona as additional insured and meets the following liability limits if awarded a contract: \$1.5 million per occurrence).