



The City of Albert Lea is soliciting quotations for the application of pesticides within the City limits of Albert Lea, Minnesota for the purpose of controlling mosquito and other nuisance flying insects for the 2025 and 2026 spraying seasons. The City desires a contractor capable of implementing a system that will achieve whole season control of nuisance insects while conforming to the Minnesota Pollution Control Agency (MPCA) General Discharge Permit for this activity.

Background

The City of Albert Lea is approximately 14.4 square miles of which 1.83 square miles is lake area. Fountain Lake, Edgewater Bay, Bancroft Bay, and Goose Lake are located completely within the City limits and Pickerel Lake, Albert Lea Lake, and White Lake (Lake Chapeau) are all located along the City limits. There are approximately 135 centerline miles of residential and commercial roadways in Albert Lea plus county and state highways.

Scope

The City is requesting quotations from licensed contractors for the application of pesticides for the control of nuisance flying insects, most notably – mosquitos. All pesticide applications shall be done in strict conformance with the NPDES/SDS General Permit No. MNG87A000. This shall include:

- Produce an Albert Lea Specific Pesticide Discharge Management Plan (PDMP) each year that satisfies the MPCA Discharge permit requirements and follows the EPA's template.
- Identify target species in addition to mosquitos, if any.
- Perform adult and larval density checks to establish action levels. Once action levels are reached, commence weekly treatments until such time action levels are not exceeded.
- Limit the application of pesticides within 300 feet of an open water body based on manufacturer's recommendations or state rule.
- Cease application operations when temperature, precipitation, or wind prevents the safe application of the pesticides, or is not allowed by Minnesota rule, or conflicts with the manufacturer's recommendations.
- Use only the quantity of pesticide required for effective treatment. Use equipment properly calibrated to produce optimal fog droplets to maximize results. Apply the pesticide during prime target species activity times.
- Provide post spray reports to the City showing GPS "bread crumb" maps with the application areas clearly visible. Maps must be of a resolution that enables easy viewing either from a printed copy or on a PC. Maps and reports must be sent to the City within 48 hours of a spraying via email.

Additional City of Albert Lea specific requirements include:

- Avoidance of key resident properties that have filed objections to the application of pesticides near their homes. Addresses will be provided to the successful contractor as they become available.
- The City of Albert Lea holds weekly concerts in Fountain Lake Park throughout the summer on Thursday evenings. The Contractor shall spray Fountain Lake Park and the Splash pad areas with a residual insecticide on an as needed basis to provide enhanced insect control during these

events. Contractor should plan for four (4) applications per year in these areas. Fountain Lake Park and Splash pad are located at the intersection of Fountain Street and Broadway Avenue N.

- The Freeborn County Fair is tentatively scheduled for July 29, 2025 – August 3, 2025 and July 28, 2026 – August 2, 2026. The contractor shall spray the fairgrounds with a residual insecticide during the week of July 21, 2025 and July 20, 2026 to provide enhanced insect control during the fair. These dates are subject to change. The fairgrounds shall also be included in the weekly fogging treatment schedule.
- Memorial Day, July 4th holiday, and Labor Day adjustments: If spraying is required near these holidays, adjustments in schedule shall be made to ensure the community is protected from nuisance insects during these prime outdoor times and also not adversely affected by active spraying during recreational times. No spraying will be allowed on July 3 or 4.
- If the contractor elects to schedule a regular weekly spray day, it shall not be on Friday, Saturday, or Sunday evenings.
- Spot checks of droplet sizes shall be provided to the City of Albert Lea upon request. Equipment shall be properly calibrated according to the chemical company's requirements.
- All pesticide treatments shall be done by land using truck mounted equipment. Multiple units may be required to effectively treat the City during target species active times.

Quotation Requirements

Prospective contractors shall respond to the City of Albert Lea by fully executing the quotation attachment.

A sample service agreement is included and will be used once the successful contractor is selected. Please make note of the insurance requirements contained within the sample service agreement. The City of Albert Lea shall be listed as an additionally insured party. This RFQ and all requirements contained herein shall become part of the service agreement. The quoted price shall include:

- All activities required for compliance with the NPDES Permit
- Production of a City of Albert Lea specific Pesticide Discharge Management Plan (PDMP)
- If required a contract minimum
- Cost per application for the following:
 - Ten (10) Adulticide Treatments per year of all residential, park, and recreational areas
 - Four (4) residual insecticide treatments per year of the Fountain Lake Park and Splash pad areas throughout the season on an as needed basis
 - One (1) residual insecticide treatment per year of the Freeborn County Fairgrounds during the week of July 21, 2025 and the week of July 20, 2026 approximately one week prior to the fair
- Production of spray reports including GPS maps and the conveyance of all reports in a timely fashion to the City
- And any additional tasks required for a complete, professional, and comprehensive pesticide management program
- An itemized cost breakdown of each of the bullet point items shall be provided **as outlined on the Quotation Attachment enclosed**. This will be used to adjust the contract price if items are increased or reduced during a season.

Submittal of Quotations

Quotations will be evaluated on project cost, quotation submittal completeness, and previous experience with similar scope projects. One Contractor will be awarded the 2025 and 2026 spraying contract. Bids will be compared on a cost basis based on the total price bid for both years.

All quotations shall be submitted to:

Ryan Hajek
City of Albert Lea – City Garage
221 E. Clark Street
Albert Lea, MN 56007
rhajek@ci.albertlea.mn.us

Please submit one (1) electronic copy of your quotation no later than **5:00 pm Friday January 10, 2024**.

Quotation Rejection

The City of Albert Lea reserves the right to reject any and all quotations submitted and parts of any and all quotations, and to waive all irregularities and technicalities.

Quotation Attachment

Contractor Name: _____

Contractor Street Address: _____

Contractor City, State and ZIP: _____

Contractor Phone Number: _____

Contact Person: _____

Contact Person Phone Number: _____

Contact person Email Address: _____

QUOTATION FOR THE 2025-2026 CITY OF ALBERT LEA PESTICIDE APPLICATION PROJECT:

2025 Summer Season Minimum	\$
Per Application (10)	\$
Per Residual Application (4) (Fountain Lake Park & Splash Pad)	\$
Per Residual (1) (Fairgrounds)	\$
2026 Summer Season Minimum	\$
Per Application (10)	\$
Per Residual Application (4) (Fountain Lake Park & Splash Pad)	\$
Per Residual (1) (Fairgrounds)	\$

I, _____, have reviewed the Request for Quotations (RFQ) dated December 13, 2024 from the City of Albert Lea and fully understand the project scope. The quoted price above reflects all work required to satisfy the RFQ and all NPDES/SDS General Permit requirements. I also certify I am licensed in the state of Minnesota to conduct the work required under this contract.

Authorized Signer

Title (must be owner or officer)

Municipal or other government references (in Minnesota):

Client Entity Name: _____
Client Contact Person: _____
Client Contact Person Phone Number: _____

Client Entity Name: _____
Client Contact Person: _____
Client Contact Person Phone Number: _____

Client Entity Name: _____
Client Contact Person: _____
Client Contact Person Phone Number: _____

- ***The Contractor's proof of licensure must be included with the quotation.***
- ***The Contractor's Insurance information must be provided after the successful contractor has been selected.***

SERVICE AGREEMENT

This Agreement is made on the ____ day of _____, 20____, between the City of Albert Lea, Minnesota (hereinafter “City”), whose business address is 221 East Clark Street, Albert Lea, MN 56007, and _____ (hereinafter “Contractor”), _____, City, State Zip.

Preliminary Statement

The purpose of this Agreement is to set forth the terms and conditions for the provision of service by the Contractor for the 2025 and 2026 City of Albert Lea Pesticide Application for the City (hereinafter “Work”).

The City and Contractor agree as follows:

1. **Scope of Work.** Contractor agrees to provide the services shown in Exhibit A (hereinafter “Scope of Work”) in connection with the Work.
2. **Term.** The term of this Agreement shall be from April 1, 2025 through November 1, 2026 the date of signature of the parties notwithstanding.
3. **Compensation for Services.** City agrees to pay Contractor as shown in Exhibit A.
 - a. Any changes in the Scope of Work which may result in an increase to the compensation due Contractor shall require prior written approval by an 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.
 - b. If Contractor is delayed in performance due to any cause beyond its reasonable control, including but not limited to strikes, riots, fires, acts of God, governmental actions, actions of a third party, or actions or inactions of City, the time for performance shall be extended by a period of time lost by reason of the delay. Contractor will be entitled to payment for its reasonable additional charges, if any, due to the delay.
4. **City Information.** The City agrees to provide Contractor with the complete information concerning the Scope of Work and to perform the services. A person shall be appointed to act as the City’s representative with respect to the Work to be performed under this Agreement. He or she shall have complete authority to transmit instructions, receive information, interpret, and define the City’s policy and decisions with respect to the services provided or materials, equipment, elements and systems pertinent to the Work covered by this Agreement.
5. **Method of Payment.** Contractor shall submit to the City an itemized invoice for services performed under this Agreement. Invoices submitted shall be paid in the same manner as other claims made to the City.

6. **Standard of Care.** Contractor shall exercise the same degree of care, skill and diligence in the performance of its services as is ordinarily exercised by members of the trade. Contractor shall be liable to the fullest extent permitted under applicable law, without limitation, for any injuries, loss, or damages proximately caused by Contractor's breach of this standard of care. Contractor shall put forth reasonable efforts to complete its duties in a timely manner. Contractor shall not be responsible for delays caused by factors beyond its control or that could not be reasonably foreseen at the time of execution of this Agreement. Contractor shall be responsible for costs, delays or damages arising from unreasonable delays in the performance of its duties.
7. **Independent Contractor.** At all times and for all purposes herein, Contractor is an independent contractor and not an employee of the City. No statement herein shall be construed so as to find Contractor an employee of the City.
8. **Non-Discrimination.** During the performance of this Agreement, the Contractor shall not discriminate against any employee or applicants for employment because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation or age.
9. **Assignment.** Neither party shall assign this Agreement, nor any interest arising herein, without the written consent of the other party.
10. **Services Not Provided For.** No claim for services furnished by the Contractor not specifically provided for herein shall be honored by the City.
11. **Severability.** The provisions of this Agreement are severable. If any portion hereof is, for any reason, held by a court of competent jurisdiction to be contrary to the law, such decision shall not affect the remaining provisions of this Agreement.
12. **Entire Agreement.** The entire agreement of the parties is contained herein. This Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties, unless otherwise provided herein.
13. **Compliance with Laws and Regulations.** In providing services hereunder, the Contractor shall abide by statutes, ordinances, rules and regulations pertaining to the provisions of services to be provided. Any violation of statutes, ordinances, rules and regulations pertaining to the services to be provided shall constitute a material breach of this Agreement and entitle the City to immediately terminate this Agreement. Contractor will follow the Minnesota Worker's Compensation Statute as an independent contractor. Contractor will provide its employees evidence of coverage for employees of such coverage before commencing work.

14. **Waiver.** Any waiver by either party of a breach of any provisions of this Agreement shall not affect, in any respect, the validity of the remainder of this Agreement.
15. **Indemnification.** Contractor agrees to defend, indemnify and hold the City, its officers, and employees harmless from any liability, claims, damages, costs, judgments, or expenses, including reasonable attorney's fees, to the extent attributable to a negligent or otherwise wrongful act or omission (including without limitation professional errors or omissions) of the Contractor, its agents, employees, or subcontractors in the performance of the services provided by this Agreement and against all losses by reason of the failure of said Contractor fully to perform, in any respect, all obligations under this Agreement. Contractor further agrees to indemnify the City for defense costs incurred in defending any claims, unless the City is determined to be at fault.
16. **General Liability.** Prior to starting the Work, Contractor shall procure, maintain and pay for such insurance as will protect against claims for bodily injury or death, or for damage to property, including loss of use, which may arise out of operations by Contractor or by any subcontractor or by anyone employed by any of them or by anyone for whose acts any of them may be liable. The Contractor shall name the City as an additional insured under its general liability in limits acceptable to the City. Contractor shall show proof of this to the City Clerk prior to performing under this Agreement.
17. **Dispute Resolution/Mediation.** Each dispute, claim or controversy arising from or related to this Agreement or the relationships which result from this Agreement shall be subject to mediation as a condition precedent to initiating arbitration or legal or equitable actions by either party. Unless the parties agree otherwise, the mediation shall be in accordance with the Commercial Mediation Procedures of the American Arbitration Association then currently in effect. A request for mediation shall be filed in writing with the American Arbitration Association and the other party. No arbitration or legal or equitable action may be instituted for a period of 90 days from the filing of the request for mediation unless a longer period of time is provided by agreement of the parties. Cost of mediation shall be shared equally between the parties. Mediation shall be held in the City of Albert Lea unless another location is mutually agreed upon by the parties. The parties shall memorialize any agreement resulting from the mediation in a Mediated Settlement Agreement, which Agreement shall be enforceable as a settlement in any court having jurisdiction thereof.
18. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be considered an original.
19. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereto, whether oral or written.

Executed as of the day and year first written above.

CITY OF ALBERT LEA

By: _____
Patrick Ian Rigg, City Manager

CONTRACTOR NAME

By: _____