



Date: August 28, 2026

Project: Hiniker Parkway and Park Parking Lot	City Project No.: 11206 (Parkway) & 11207 (Parking Lot)
Contractor: Dirt Merchant, Inc. (DMI)	Date of Contract: April 13 th , 2026

The Contract is modified as follows upon execution of this Change Order:

Description: The Hiniker Park Parking Lot (11207) project has requested that the maintenance period for the sod be extended for additional restoration maintenance to be performed by the Contractor. This includes but is not limited to extension of the watering, mowing, and maintenance of the restoration areas through October 1st, 2026. The contractor will include continuation of temporary irrigation and mowing (4 mowings at once per week) as outlined in the attached proposal document.

The Contractor will furnish and install each of these adjusted parts of the work, as directed by the Owner/Engineer.

Attachments:

ITEM	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	TOTAL AMOUNT
1	Additional sod/restoration maintenance period (Hiniker Parking Lot)	LS	1	\$5,339.82	\$5,339.82
TOTAL CHANGE ORDER					\$5,339.82

Original Contract Amount \$1,266,961.56
Total of previously approved Change Orders \$59,415.53
Contract Price prior to this Change Order: \$1,326,377.09
Net increase (decrease) of this Change Order: \$5,339.82
New Contract Price: \$1,331,716.91

CHANGE IN CONTRACT TIME: 0

Original date of substantial completion: October 16th, 2026
Net change in contract duration from previously approved Change Orders: 0
New date of substantial completion: October 16th, 2026

The Contractor shall not make claim of any kind or character whatsoever for any other costs or expenses which he may have incurred or which he may hereinafter incur in performing the work and furnishing the materials required by the agreement. All Change Orders that exceed \$100,000 or 10% of the total project cost must be approved by the City Council.

PREPAREDBy: Kyle Renneke
Print Name**REVIEWED**By: KJR
(Initials)**RECOMMENDED**By: 
City Engineer (Authorized Signature)Date: 8/28/2026Date: 8/28/2026Date: 9-16-26**ACCEPTED**By: Luke Stoffel
Contractor (Authorized Signature)
Digitally signed by Luke Stoffel
Date: 2026.08.28 15:55:27 -05'00'**APPROVED**By: 
City Manager (Authorized Signature)**APPROVED**By: _____
Owner (Authorized Signature)Date: 8/28/2026Date: 9/15/26

Date: _____

☐ City Engineer (original) ☐ Contractor ☐ Resident Project Representative ☐ DSAE (for funding review-if necessary)



Site Development-Utilities-Excavating-Aggregates
Dirt Merchant Inc. 3301 Third Ave Mankato, Mn 56001
Ph 507-389-9129 Fx 507-389-9703 www.dirtmerchantinc.com

Change Request - Revised
8-28-26

TO: City of Mankato
10 Civic Center Plaza
Mankato, MN 56001

ATTN: Kyle Renneke
Kyle.Renneke@ISGInc.com

DATE

August 28, 2026

OFFICE

507-387-6651

MOBILE

612-226-9094

JOB NAME/LOCATION

Hiniker Park, Mankato

We hereby submit specifications and estimates for:

Sprinkler and Mowing Until 10/1/2026 for Hiniker Park Parking Lot

Sprinkler and Mowing Until October 1 2026 for the Parking Lot Only - Total estimate \$4,854.38

Prime Contractor Markup 10% - Total estimate from Total Lawn Care \$4,854.38 + \$485.44 markup.

Total Price: \$5,339.82

Notes:

Exclusions:

WE PROPOSE hereby to furnish material and labor - complete in accordance with the above specifications, for the sum of:

dollars \$ **\$5,339.82**

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

Authorized Signature

Note: This proposal may be withdrawn by us if not accepted within 15 days.

ACCEPTANCE OF PROPOSAL - The above prices, specifications and conditions are satisfactory and are hereby accepted.
You are authorized to do the work as specified.

Signature

Date of Acceptance:

Total Lawn Care & Landscape

660 Haynes Avenue Northeast
Madelia, Minnesota 56062

QUOTE #5909

SENT ON:

RECIPIENT:

Dirt Merchant Inc

3301 3rd Avenue
Mankato, Minnesota 56001



Phone: 507-642-3363
Website: www.totallawnmn.com

Product/Service	Description	Qty.	Unit Price	Total
Sprinkler and Mowing Until October 1 2026 for the Parking Lot Only		1	\$4,500.00	\$4,500.00
Subtotal				\$4,500.00
Mankato Sales Tax (7.875%)				\$354.38
Total				\$4,854.38

WELCOME TO THE TOTAL PACKAGE!

Here at Total Lawn Care & Landscape we are here to service all your outdoor needs! Take advantage of all our services including: Full Service Lawn Care, Mowing, Fertilizer, Weed Control, Spring & Fall Clean Up, Aeration, Pruning & Sculpting of Shrubs, Irrigation, Mosquito & Tick Control, Excavating/Dirt Work, Retaining/Boulder Walls, Paver/Concrete Patios, Firepits, Concrete Edging, Planting, Winter Maintenance, Plowing, Shoveling, Salting/Sanding and MUCH MORE!

TOTAL LAWN CARE & LANDSCAPE PROJECT/JOB CONTRACT:

EXCLUSIONS:

The following matters are excluded from the work, unless specified in writing to the contrary:

- electrical work is to be done by a certified electrician only and is always an additional cost to the original estimate.
- damage to existing irrigation lines during construction is considered to be an additional cost.
- site unknowns: including, but not limited to, sub-surface conditions/obstacles that create unforeseen labor, equipment, material or disposal charges.

PLANTING & PLANT WARRANTY:

- There is no warranty on plants. It is up to the customer to water and care for the plants at all times. If the customer wants a warranty, they may purchase the plants from a greenhouse. If a plant or tree dies, it is up to the customer to replace it.

SEEDING & SOD:

- There is no warranty on seeding or sod. It is up to the customer to water and care for the seeding/sod at all times. If you need help with watering or maintenance please reach out for a quote.

WARRANTY & TOLERANCES:

- Payment Received: The warranty for the contract is only valid if payment is received in full on acceptance of the work.
- Diligence: the contractor agrees to carry out its work diligently and to provide sufficient supervision and inspection of its staff

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and subcontractors and that it's work will be of proper and professional quality, and in full conformity with the requirements of the contract.

- Competence: the contractor warrants that it is competent to perform the work and that it has the necessary qualifications including knowledge and skill with the ability to use them effectively.
- Site Unknowns: it is the responsibility of the client or the client representative to fully inform the contractor of all the information regarding site unknowns that may include buried materials, cables, pipes, tree stumps, drainage or water table issues, rock and shale sub - surfaces and/or other impediments, issues, or factors that could otherwise impact the quality, cost and timeliness of project completion. Failure to notify the contractor may lead to additional costs to the client (at the contractor's discretion) and schedule time not included in the quotation in schedule 1, and may require changes in design and construction to overcome such problems - all for which the client will be responsible.
- Damaged Utilities: should damage occur to utilities during construction, the contractor is only liable for the cost of the repair. The contractor is not liable in any way for inconvenience to the client caused by damage to the utilities. Damage to neighbors buried utilities, on the client's property, are the responsibility of the client.
- Building/Window/Vehicle Washing: Buildings, windows, or vehicles of the client, including neighbors, are not intended to be kept clean due to dust during construction or work to be completed by the contractor. Any necessary cleaning due to construction or work by the contractor will be the responsibility of the client.

MATERIAL TOLERANCES:

- Stone: Natural stone has color variations that vary from stone to stone. In addition, mineral deposits which as lime, iron, etc. can change the stone and even bleed. This is the nature of the product and the client accepts this as a natural and acceptable quality of the stone.
- Concrete: spider cracks (hair-line stress fractures) are considered a normal characteristic of all types of concrete. Concrete may crack substantially over time due to proximity of tree roots. Colored concrete consistencies vary from truck to truck, therefore it is not possible to produce an exact match with pours over nine meters. The client absolves the contractor of liability if "smooth" concrete is the desired finish (due to slippage).
- Warranty Time Period: the contractor warrants all construction and installation for a period of five (3) years (other than concrete curbing which has a warranty of 1 year, sealing is not included in warranty), providing that they have been maintained properly. All construction materials are subject to the manufacturer's specific warranties/guarantees.
- Client Responsibilities: The client recognizes and agrees that they have a responsibility to maintain constructions, plants, bushes, trees, and other installations in keeping with standard quality maintenance requirements in order for the warranty to remain in effect. Failure to properly maintain materials or horticulture installations will void the warranty. Client further recognizes and agrees that damage to construction, materials, horticulture elements and other warrantable items of the project will not be warranted if the damage or loss is due to elements beyond the control of the contractor. For example, flooding eaves troughs that damage plants, fallen branches, animal caused damage, frozen/burst irrigation or drainage pipes that were not seasonally drained at the proper time, use of improper chemicals, improper maintenance, extreme or unusual weather conditions, and similar and/or related situations - void all warranties provided by the contractor.

ACCEPTANCE OF WORK:

- The client has inspected the completed landscape project. The client has delivered to the contractor a written list of all items the client/buyer believes have not been properly constructed or are not in proper condition. Except as noted on this list, the client accepts the landscape as is, and acknowledges that he or she has no further claim against the contractor for any time that was not listed that could reasonably have been ascertained or observed during the client's inspection. The client has no objections as to color, appearance, type or brand of materials, dimension or size, location, or any other conditions that could reasonably have been discovered by the client during the inspection.
- The client understands that no warranties are being made by the contractor except those appearing in the contract documents. The client is not relying on any representations, promises, or warranties except for the written limited warranty that appears in the contract documents.
- The client acknowledges receipt from the contractor of all documents to which the client is entitled.
- Each provision of this certificate is separate and severable from every other provision. If any single provision is declared invalid or unenforceable, the client and the contractor understand that all the other provisions will be valid and enforceable.

PROCEDURE FOR EXTRA WORK & CHANGES:

- In the event of a customer changing the scope of the project Total Lawn Care & Landscape may need to issue a change order due to an increase in work and products. The customer will be notified and will need to sign a change order with the new scope of work and price change.
- We may also issue a change order if there is an issue with the soil type, water table, demo, utility locations, or any other

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unforeseen circumstances.

THANK YOU FOR CHOOSING TOTAL LAWN CARE & LANDSCAPE!

Signature: _____ **Date:** _____