

MOWING SERVICES AGREEMENT FOR CONTRACT A 2025

This agreement, made and entered into this ____ day of March 2025, by and between the City of Dyersville, Iowa, hereinafter called the "City," and J & J Lawn Care, hereinafter called the "Contractor."

WITNESSETH THAT:

In consideration of the premises and of the mutual promises, the parties hereto do mutually promise, covenant, and agree as follows:

The Contractor hereby agrees to furnish all labor, materials, and equipment called for in this Agreement and shall perform all work necessary by providing appropriate services as described in the attached Scope of Services, which are incorporated herein and made part of this contract.

The Contractor further agrees that he is fully informed regarding all of the conditions affecting the work to be done and labor and materials to be furnished for the proper completion of this contract and that personal investigations secured this information.

The Contractor further agrees to begin work no later than April 1, 2025. The Contractor agrees to fully comply with all federal, state, and local laws, regulations, and ordinances of the City. In the event of contract termination by the Contractor or the City, the Contractor shall be entitled to receive payment only for work performed.

This Agreement shall be for one (1) year, beginning on the date of this Agreement and expiring the week ending December 31, 2025. The Contract may be extended an additional period not to exceed one-year increments by mutual agreement of the City and Contractor in writing.

The City shall make six (6) equal monthly payments to the Contractor for a total amount of \$52,500 starting on May 1st of each year, with the last payment to be made on October 1st of each year of this Agreement.

For failure to comply with the provisions of this Agreement, the Contractor shall be assessed a penalty of Two Hundred Fifty Dollars (\$250.00) per day for every day the noncompliance remains unaddressed.

The Contractor shall provide a certificate of insurance which shall indemnify and hold harmless the City from any liability, claim, damage, or cause of action that may be sustained by or asserted against the City, directly or indirectly, or in any manner arising out of the performance or failure of performance on the part of the Contractor and shall cover each vehicle used in the work covered by this Agreement. Such liability insurance shall not be less than \$1,000,000 single-limit coverage. In addition, the Contractor shall carry Worker's Compensation Insurance in such amount as is prescribed by the statutes of the State of Iowa. The insurance shall be maintained in force during the term of this contract. Said insurance shall be carried in a firm or corporation satisfactory to the City and duly licensed or permitted to carry on such business in

the State of Iowa. Such insurance policy or policies shall be filed with the City together with the certificate of the insurer that the policy or policies are in full force and effect. That same will not be altered, amended, or terminated without sixty (60) days prior written notice having been given to the City. All certificates of insurance shall specifically list the City of Dyersville as an additional insured for the policies related to the Scope of Services and the Agreement.

The Contractor expressly warrants that he has employed no third person to solicit or obtain this contract on his behalf or promised or agreed to pay to any third party.

The city agrees to pay the Contractor in the manner and the amount provided in this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their hands and seal this ____ day of March, 2025.

BY: _____ DATE _____
Jeff Jacque, Mayor

ATTEST: _____ DATE _____
Tricia L. Maiers, City Clerk

BY: _____ DATE _____