

SNOW REMOVAL SERVICES AGREEMENT FOR AREA 3-PARKING LOTS AND DOWNTOWN TRAILS AND WALKS

This agreement, made and entered into this ____ day of December, 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 Snow Removal Service Proposal, Area 3: Parking Lots and Downtown Trails and Walks, as attached, which are incorporated herein and made part of this contract.

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

The said Contractor agrees further to begin work upon the execution of this contract. The Contractor agrees to fully comply with all federal, state, and local laws, regulations, and ordinances of the City. In the event of termination of the contract by the Contractor or by the City, the Contractor shall be entitled to receive payment only for work performed.

This Agreement shall be for the term of one (1) year and shall begin at the date of this Agreement and shall expire the week ending May 30, 2026. The Contract may be extended for 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 \$38,625.00 per-season charge and \$1,485.50 per-event-day charge, starting on December 1st, with the last payment to be made on May 1st of this Agreement.

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

The Contractor must provide a certificate of insurance that indemnifies and protects the City from any liability, claim, damage, or cause of action that may be incurred by or asserted against the City, directly or indirectly, or in any way arising from the Contractor's performance or failure to perform. This insurance must cover each vehicle used in work under this Agreement. The liability coverage must be at least \$1,000,000 single limit. Additionally, the Contractor shall carry Worker’s Compensation Insurance as required by Iowa law. The insurance must remain in effect throughout the duration of this contract. It must be issued by a company or firm that the

City finds satisfactory and that is properly licensed or permitted in Iowa. The insurance policy or policies shall be submitted to the City, along with a certification from the insurer confirming that the policies are active and will not be altered, amended, or canceled without at least sixty (60) days prior written notice to the City. All insurance certificates must explicitly name 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 amount specified in this Agreement.

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

BY: _____ DATE _____
Jeff Jacque, Mayor

ATTEST: _____
Tricia L. Maiers, City Clerk

BY: _____ DATE _____