

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

This agreement, made and entered into this ____ day of November, 2023, 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 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 said Contractor agrees further to begin work at the execution of this contract. The Contractor agrees that he will fully comply with all federal and state laws and regulations and local 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, 2024. 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 \$29,250 per season charge and \$1,125 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 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 and 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 with respect to 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 in the amount provided in this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their hands and seal this ____ day of November ____, 2023.

BY: _____ DATE _____
Jeff Jacque, Mayor

ATTEST: _____
Tricia L. Maiers, City Clerk

BY: _____ DATE _____