

RESOLUTION 2022-114

**RESOLUTION APPROVING A SNOW REMOVAL SERVICE CONTRACT
WITH CASPER LAWN CARE.**

WHEREAS, the City of West Branch solicited Requests for Proposal for snow removal of private property nuisance violations pursuant to the Code of Ordinances - West Branch, Iowa, Chapter 136 Sidewalk Regulations, section 136.03 Removal of Snow, Ice and Accumulations; and

WHEREAS, the specifications of the request for proposal is designed to ensure prompt, adequate, reasonable and uniform costs for snow removal services for the abatement of nuisances at the request of the City; and

WHEREAS, the City received one response for the services requested; and

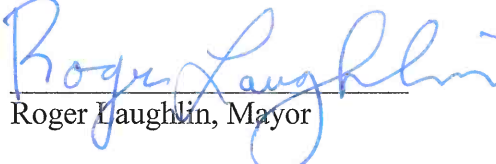
WHEREAS, Casper Lawn Care submitted a proposal of \$50.00 per hour with a minimum of \$25.00 to perform snow and ice accumulation removal from nuisance properties as directed by the City Administrator or his/her designee; and

WHEREAS, this contract will expire on December 31, 2027 subject to an annual review; and

WHEREAS, it is now necessary to approve said service contract.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Iowa that the aforementioned snow removal service contract with Casper Lawn Care is hereby approved. Further, the Mayor is directed to execute the agreement on behalf of the City.

Passed and approved this 19th day of December, 2022.



Roger Laughlin, Mayor

ATTEST:



Leslie Brick, City Clerk

CITY OF WEST BRANCH SERVICES AGREEMENT

THIS AGREEMENT, made and entered this 19th day of December, 2022, by and between the City of West Branch, Iowa, 110 N. Poplar Street, West Branch, Iowa 52358, hereinafter referred to as the "CITY," and Casper Lawn Care, hereinafter referred to as the "CONTRACTOR."

WHEREAS, the City of West Branch solicited proposals to assist with abatement of private property nuisances (the "Services"); and

WHEREAS, CONTRACTOR is qualified and capable of providing said Services; and

WHEREAS, it is now necessary and appropriate to memorialize the agreement between the CITY and the CONTRACTOR as follows:

NOW, THEREFORE, THE CITY AND THE CONTRACTOR, FOR CONSIDERATION HEREINAFTER SET FORTH, DO MUTUALLY AGREE TO THE TERMS AND CONDITIONS SET FORTH BELOW.

I. SCOPE OF SERVICES.

The CONTRACTOR shall perform in a timely and satisfactory manner the services in connection with the Services as set forth in **Exhibit "A"** attached hereto and incorporated into this Agreement by this reference.

II. GENERAL TERMS AND PROVISIONS.

A. The CITY may terminate this Agreement, with or without cause, upon 7 days written notice thereof. In the event that the CITY does so terminate this Agreement, the CONTRACTOR shall be paid for all work and services performed up to the time of said termination upon submission to the CITY of a final billing statement and review and approval thereof by the West Branch City Council at the next regularly scheduled Council Meeting; provided, however, that any such sum shall not be greater than the total amount to be paid for services rendered hereunder as set forth in Article IV below; and further provided that, in the event the CITY terminates this Agreement with cause, the CITY may, in its sole discretion, elect to withhold payment of an amount sufficient to engage a third party to properly complete the Project in accordance with the terms of this Agreement.

B. This Agreement shall not be assigned or in any manner transferred by the CONTRACTOR, without the express written consent of the West Branch City Council.

C. It is hereby expressly acknowledged and agreed by both parties hereto that the engagement of the CONTRACTOR by the CITY in connection with the Project shall be as an independent contractor and shall be nonexclusive; provided, however, that the Contractor may retain the services of subcontractors for the purpose of performing its obligations and responsibilities under this Agreement so long as the CONTRACTOR has first obtained the written approval of same from the CITY; and further provided that, should the CONTRACTOR so engage subcontractors, the CONTRACTOR shall be solely responsible for compensating any such subcontractors.

D. It is further agreed that neither party to this Agreement shall perform contrary to any federal or state law, rule or regulation, or the West Branch City Code of Ordinances.

G. CONTRACTOR shall provide and maintain insurance throughout said Project in the following minimum amounts:

1. Workman's Compensation and occupational disease insurance in accordance with the laws of the State of Iowa covering all employees who perform any of the obligations under this Agreement

2. Public liability and property damage liability insurance covering all operations under the Agreement, limits for bodily injury or death not less than one million dollars (\$1,000,000.00) for one person and two million dollars (\$2,000,000.00) for each accident; for property damage not less than one million dollars (\$1,000,000.00) for each accident and two million dollars (\$2,000,000.00) aggregate during such policy period. Said insurance shall name the City of West Branch as an Additional Insured under the policy.

IV. COMPENSATION FOR SERVICES AND TERM OF AGREEMENT.

The CITY shall compensate the CONTRACTOR for Services rendered under this Agreement for a fee of \$50.00 per hour for the Services (with a minimum charge of \$25.00). Fee is based upon a contract time through December 31, 2027. The fee shall be paid after receipt of an invoice of the CONTRACTOR and review and approval by the City Council at its next regularly scheduled meeting.

V. INDEMNIFICATION.

A. The CONTRACTOR agrees to fully indemnify, defend, save and hold the CITY, its officers, representatives, agents, contractors, subcontractors and employees, harmless from any and all liability (including reimbursement of reasonable legal fees and costs) arising directly or indirectly from the negligent acts, errors or omissions of the CONTRACTOR, its officers, representatives, agents, contractors, subcontractors or employees in connection with the PROJECT.

VI. SURVIVAL.

All express representations or indemnifications made in or given in this Agreement shall survive the completion of the Project to by rendered by the CONTRACTOR hereunder or the termination of this Agreement for any reason.

VII. CONTROLLING LAW.

This Agreement is to be governed by the laws of the State of Iowa. The parties hereto agree that any action, suit or proceeding based upon any matter, claim or controversy arising under this Agreement shall be brought solely in the state courts located in Johnson County, Iowa or the federal courts located in Linn County, Iowa. The parties hereto hereby irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum. Both parties hereto expressly acknowledge and agree that nothing contained in this Agreement shall be construed to require the parties to submit to mandatory arbitration or mediation in the event of a breach or dispute hereunder.

VIII. HEADINGS.

The headings of sections of this Agreement are for convenient reference only and shall not be deemed to limit, construe, affect, modify or alter the meaning of such sections.

IX. SEVERABILITY.

If any section, subsection, term or provision of this Agreement (inclusive of Exhibits) or the application thereof is in conflict with any other section, subsection, term or provision of this Agreement (inclusive of Exhibits) or the application thereof, the section, subsection, term or provision placing the more stringent duty, obligation, responsibility or requirement on the CONTRACTOR shall control. If any section, subsection, term or provision of this Agreement or the application thereof to the CONTRACTOR, the CITY or a particular circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Agreement or the application of same to the CONTRACTOR, the CITY or particular circumstances other than that for which it was held invalid or unenforceable,

shall not be affected thereby and each remaining section, subsection, term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

X. AUTHORITY.

The persons signing this Agreement warrant and represent that they have the authority to sign as, or on behalf of, the party for whom they are signing.

XI. FINAL AGREEMENT.

Both the CONTRACTOR and the CITY hereby expressly acknowledge and agree that this Agreement is intended to set forth the entire agreement between the parties regarding the Project to be rendered by the CONTRACTOR to the CITY in connection with the Project, that there are no other considerations or monies contingent upon or resulting from the execution of this Agreement, and that no other monies or considerations have been solicited. No waiver, change, modification or amendment of this Agreement shall be binding upon either party hereto unless in writing and signed by both the CONTRACTOR and the CITY. The waiver by either party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that provision or of any other provision or condition in this Agreement.

ACCEPTED & AGREED:

CONTRACTOR:

Casper Lawn Care

By:

CURT CASPER

CURT CASPER OWNER

Print name and title

CITY OF WEST BRANCH:

Roger Laughlin
Roger Laughlin, Mayor

ATTEST:

Leslie Brick
Leslie Brick, City Clerk

EXHIBIT "A"

RFP SPECIFICATIONS AND PROPOSAL
Consisting of 7 pages including this page

Request for Proposal (RFP)

Snow Removal and Ice Control Nuisance

Services City of West Branch

Summary:

The City of West Branch, Iowa, is currently requesting proposals from qualified Contractors for snow removal and ice control services for residential nuisance snow removal. The initial term of the Contract shall be effective for the period of one year from the date of execution. The City reserves the right to renew the Contract on an annual basis per the same terms and conditions as set forth in the resulting contract. Any renewal Contract requires the written, mutual consent of both the City and the Contractor prior to the expiration of the initial term and any subsequent term. Contract award and renewals shall be limited to a total of five (5) years from the original executed contract date. A mutually agreeable increase in cost may be initiated based on the CPI- W (as calculated by the United States Bureau of Labor Statistics) in April of the renewing year.

If at any time during the contract period the City determines that service is unsatisfactory, the City reserves the right to cancel the Contract. Contractor will be notified of such action in writing and the cancellation will be effective immediately. If cancellation of services is made, the City will offer other contractors the opportunity to provide the described services at their original proposal price.

Inquiries:

Inquiries regarding the scope of services described or the requirements of this RFP are to be made by in writing to Adam Kofoed, City Administrator at adam@westbranchiowa.org. The request must contain the contractor's name, contact person, address, phone number and email.

Proposal Submission:

Sealed proposals for the Sidewalk and Crossing Guard Snow Removal and Ice Control Services will be received until 2:00 p.m. local time on Friday, November, 18 2022, in the City Office, West Branch, Iowa City Hall, P.O. Box 218, 110 N. Poplar St., West Branch, IA 52358. The Request for Proposal specifications and instructions may be obtained from West Branch City Administrator at adam@westbranchiowa.org or (319) 643-5888

11. Form of Contract:

Based on acceptance of a proposal, the City will issue a Contract per the terms in this RFP. The selected firm will be required to show proof of insurance at a dollar amount specified by the City of West Des Moines and will be required to indemnify the City. The payment schedule and performance standards will be established within the contract.

12. Insurance:

The Contractor shall obtain and maintain through the term of the Contract, insurance with terms and limits of coverage equal to or in excess of those set forth in the specifications governing the Contract, but in no event, are such terms and limits to be less than those set forth below. The limits of liability under insurance policies required by the contract shall in no-way limit the Contractor's actual liability.

- A. Commercial General Liability: Including coverage for premises and operations, independent contractors, products & completed operations, contractual liability, explosion, collapse and underground hazards (XCU), personal injury/advertising injury. The limits can be satisfied by providing a primary policy or in combination with an excess liability policy. The City shall be named as additional insured on a primary and non-contributory basis. The policy will include waiver of subrogation endorsement in favor of the City of West Des Moines.

Bodily Injury & Property Damage - Each Occurrence	\$1,000,000
Personal Injury & Advertising Injury - Per Person	\$1,000,000
General Aggregate on the Above	\$2,000,000
Products & Completed Operations General Aggregate	\$2,000,000
Fire Damage Limit	\$100,000
Medical Expense Limit	\$5,000

- B. Business Automobile Liability Insurance: Including coverage for all owned, non-owned and hired automobiles with limits of liability not less than the following. The City of West Des Moines would be added as an additional insured on a primary and non-contributory basis. The policy will include waiver of subrogation endorsement in favor of the City of West Des Moines.

Bodily Injury & Property Damage – Each Accident	\$1,000,000
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13. Indemnification and Hold Harmless:

The Contractor shall hold harmless, indemnify, and defend the City and all of its agents and employees of and from any and all claims, demands, actions, or causes of action of whatsoever nature or character both to person and property, arising out of, related to, or connected to the Contract or by reasons of the Contractor's performance under the Contract.

This indemnification applies to and includes, but is not limited to, the payment of all penalties, fines, judgments, awards, decrees, attorney's fees, expert witness fees, investigation fees, settlements, related costs or expenses, interest, and any reimbursements incurred by or assessed to the City, its officials, employees, agents, contractors, and assigns. The Contractor shall provide the City with prompt notice of any such claim, demand, or action so that the City may, at its sole option, defend or settle such claim, demand, or action.

Contractor understands and agrees that it shall have no right of coverage under any existing or future insurance policies owned by the City. The Contractor also acknowledges that the City has no responsibility for any damage caused to the Contractor's property by any source.

This Indemnification and Hold Harmless provision are effective upon execution and shall be of indefinite duration and shall survive the termination of this Contract.



Authorized Signature

17 Nov. 2022

Date

PROPOSAL FORM

SIDEWALK AND CROSSING GUARD SNOW REMOVAL AND ICE CONTROL SERVICES

CIT OF WEST DES MOINES
DEPARTMENT OF PUBLIC SERVICES

The undersigned agrees to furnish personnel, equipment, and applicable deicing product as described in the preceding Specifications in accordance with the terms of this Proposal (including maps) and Contract at the pricing entered below. A Proposal may be rejected if any alteration or erasure is made in entering the pricing. Pricing must be entered in ink or be typewritten.

Snowfall amounts will be based on information obtained from the National Weather - Cedar Rapids Airport location and City staff measurements in various areas of the City. After the event, the Contractor and City staff will analyze the information on snowfall totals for the purpose of pay calculations. The City however will have the sole responsibility of approving the final calculation.

Proposal Item	Cost Per Event	
Sidewalks		
Flat Rate up to 3" Snowfall	\$	Per Event
Flat Rate 3.1" to 6" Snowfall	\$	Per Event
Flat Rate 6.1" to 9" Snowfall	\$	Per Event
Flat Rate 9.1" to 12" Snowfall	\$	Per Event
12.1+ Snowfall	See Hourly Rate Chart Below	

Hourly Rate:

50⁰⁰ PER HOUR

MIN OF 25⁰⁰

+

SNOW/ICE MELT

ATTACHMENT B

CONTRACTOR'S EQUIPMENT LIST

SIDEWALK SNOW REMOVAL AND ICE CONTROL NUISANCE SERVICES

CITY OF WEST BRANCH

The following information must be provided for each piece of equipment proposed to be utilized as part of the Contract. The Contractor can reproduce this sheet or use another format, but all information below shall be included.

Quantity	Year	Make & Model
2	2019 2021	TORO 721E & 821 RC Blower
1	2008	JOHN DEERE X585 w/ PLOW 54 IN BLADE
1	2022	CF MOTO SIDE BY SIDE 72 IN BLADE

ATTACHMENT C
CONTACTS FOR CONTRACTOR
(Minimum of 2 Required)

SIDEWALK AND SNOW REMOVAL AND ICE NUISANCE CONTROL
SERVICES

CITY OF WEST BRANCH

Full Legal Name (Print):
Emergency After-Hours Telephone:
Email Address:

Full Legal Name (Print):
Emergency After-Hours Telephone:
Email Address:

CURT CASPER
319-331-2811
CURT.CASPER@ROCKETMAIL.COM

EICK HEID

Curt Casper
Authorized Signature

11-17-2022
Date