

Whereupon, Council member Weland moved that the following resolution be adopted:

Resolution 2023-71

A RESOLUTION DESIGNATING POLICY FOR NUISANCE ABATEMENT CONTRACTORS

WHEREAS, the City Council of the City of Eagle Grove is seeking qualified contractors and firms for nuisance abatement services; and,

WHEREAS, the City Council of the City of Eagle Grove has reviewed a Policy that allows all qualified contractors and firms to become designated for nuisance abatement services; and,

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Eagle Grove hereby approve of the attached policy and authorize City Staff to solicit qualified contractors and firms for nuisance abatement services.

The motion was seconded by Council member Limerick and after due consideration thereof, the roll was called and the following Council members voted:

Ayes: Limerick, Lorenzen, Weland, Pamperin
Nays:

Whereupon, the Mayor declared said this Resolution duly passed and adopted this 21st day of August, 2023.

Sandra McGrath
Sandra McGrath
Mayor

ATTEST:

Bryce Davis
Bryce Davis
City Administrator/Clerk

CONTRACT TERMS
CITY OF EAGLE GROVE
NUISANCE ABATEMENT

I. STATEMENT OF PROJECT

The intent and purpose of this Request for Bid is to establish a contract and retain qualified contractors to provide on-call nuisance abatement services, including but not limited to mowing, clearing, and snow removal, for the City of Eagle Grove on an “as-needed” basis.

The City will have sole discretion to select the Contractors. All responsive information submitted in the Request for Bid will be evaluated and considered. The City reserves the right to select the Contractors whom the City believes will perform best pursuant to the terms and conditions of this Request for Bid. Cost is one of multiple factors the City will consider in selecting Contractors. Other factors that will be considered include but are not limited to past comparable experience, references, equipment, and any other relevant consideration that the City believes will affect the Contractor’s ability to perform in accordance with the terms and conditions of this Agreement.

The City also reserves the right to establish a primary contract and a secondary contract as a contingency plan. If the primary Contractor cannot perform the needed services within the desired time frame, the secondary Contractor may be called upon to complete the requested work. If neither of these Contractors can perform the needed services within the desired time frame, the work may be opened up to other Contractors for bids on a case-by-case basis only. A secondary Contractor will not be required to provide bid security or performance bonds as part of these contractual services. However, the secondary Contractor will be required to provide proof of insurance as specified hereinafter before undertaking any requested work.

II. SCOPE OF WORK

- A. The Contractor shall furnish all labor, equipment, and materials required to provide on-call nuisance abatement such as mowing, clearing, debris removal, and miscellaneous labor and snow removal services for the City of Eagle Grove on an “as-needed” basis. The Contractor shall coordinate with City Staff and provide digital photographs to the City and any other requested documentation before and after the requested work has been completed, immediately following work completion. The Contractor agrees to attend and testify at any hearings that may be scheduled when the property owner or responsible party contests the services performed or the related costs incurred, without any additional cost to the City.

- E. **Traffic Control**. The Contractor shall be responsible for coordinating traffic controls needed within the City, if required. The Contractor shall be responsible for providing construction fences to safely secure area, if required. The Contractor shall have necessary equipment on hand to immediately open the street for emergency vehicles. Traffic controls must follow requirements stated within the Manual on Uniform Traffic Control Devices (MUTCD). Coordination of traffic controls will be incidental to individual line items.
- F. **Waste Disposal and Cleanup**. All waste material shall be the obligation of the Contractor and shall be hauled to a site of the Contractor's choice. Waste disposal and cleanup shall be in accordance with all Federal, State, County, and Municipal laws, regulations, and ordinances.

IV. **LENGTH OF AGREEMENT**

- A. Agreements shall commence and terminate one year after commencement. This Agreement may be renewed on an annual basis by written mutual consent of both the City and the Contractor. A written request to renew shall be given by the Contractor to the City no less than thirty (30) days prior to the termination date of the existing Agreement. Contract award renewals shall be limited to a total of three (3) years from original bid.
- B. This Agreement may be terminated for good cause, including failure to perform in accordance with Sections II, III, VI and VII of this Agreement, by the City during the Agreement period subject to written notice of the termination being delivered by personal service or by certified mail sent to the Contractor at the address referenced on the Bid Form.

V. **PAYMENT**

The Contractor will be paid on a monthly basis for services completed. The Contractor shall submit invoices to the City within thirty (30) days of the work completion date and the invoices must contain the contract number, dates of requested work, type of requested work, location where services were provided and itemization of cost of materials. Each property must have a separate invoice for the work performed at said property. The City reserves the right to refuse payment to the Contractor for untimely or incomplete submitted invoices.

VI. **INSURANCE**

The Contractor, performing as an independent contractor with regard to this Agreement, shall be fully responsible for providing Workers' Compensation, Commercial General Liability, and Automobile Liability Insurance coverage as follows:

SPECIFICATIONS
CITY OF EAGLE GROVE
NUISANCE ABATEMENT

1. **Mowing**
Mowing grass and weeds. Unit price shall include labor, hauling/delivery, mowing and miscellaneous associated work.
2. **Brush/Tree Trimming**
Removal and disposal of brush and limbs. Unit price shall include labor, hauling/delivery, and miscellaneous associated work.
3. **Sidewalk Snow Removal**
Removal of snow and/or ice from public sidewalks to the concrete surface. Unit price shall include labor, hauling/delivery, and miscellaneous associated work.
4. **Abandoned/Damaged Building(s)**
Securing abandoned or damaged buildings to include boarding over windows and/or doors to protect the property from vagrants and vandalism if an owner is unknown, unable to repair, or fails to timely respond. Unit price shall include labor, equipment, hauling/delivery, and miscellaneous associated work.
5. **Junk/Debris Removal**
Removal of all defined junk and other debris from the property. Unit price shall include labor, hauling/delivery, and miscellaneous associated work.

EQUIPMENT FORM
CITY OF EAGLE GROVE
NUISANCE ABATEMENT

The Contractor must submit, as part of this proposal, a comprehensive list of all equipment reported annually to its insurance company. The comprehensive list shall include the make, model, year and quantity of all listed equipment.

BID FORM

CITY OF EAGLE GROVE

NUISANCE ABATEMENT

Please complete the appropriate line item(s) for your business.

We, the undersigned, hereby propose to provide nuisance abatement services for the City of Eagle Grove at a cost of:

DESCRIPTION	UNIT	UNIT PRICE
Mowing (1 Hour Minimum)	Per Hour	
Brush/Tree Trimming (1 Hour Minimum)	Per Hour	
Sidewalk Snow Removal (1 Hour Minimum)	Per Hour	
Securing Abandoned/Damaged Building (1 Hour Minimum)	Per Hour	
Removal of Junk/Debris	Per Hour	

Company Name: _____

Authorized Signature of Contractor: _____

Printed Name: _____

Title: _____

Date: _____

Address: _____

Contact Email: _____

Contact Phone: _____