



AGENDA INFORMATION TIFFIN CITY COUNCIL COMMUNICATION

DATE:	July 16, 2026
AGENDA ITEM:	Discussion and Consideration of Awarding the Request for Proposals (RFP) for Mowing & Landscaping Maintenance Services
ACTION:	Motion

Background

The City of Tiffin recently issued a RFP seeking qualified contractors to provide mowing, landscaping and general grounds maintenance services for nuisance properties and City-owned properties on an as-needed basis. The intent of the RFP is to establish one or more contractual relationships that will allow the City of respond quickly to nuisance abatement cases, supplement City staff during periods of high demand, and maintain city-owned properties in a safe and presentable condition.

Services requested through the RFP included mowing overgrown grass and weeds, trimming around buildings, fences, sidewalks, and curb lines, removal of vegetative debris, and general grounds maintenance. The contract also provides flexibility for the City to utilize contractor services when staffing shortages or seasonal demands exceed available City resources.

The City received proposals from the following contractors:

- Carew Landscaping – North Liberty, Iowa
- Quality Care Lawn (Perficut Company) – Coralville, Iowa

Recommendation

Staff recommends awarding contracts to **Carew Landscaping** and **Quality Care Lawn** to provide mowing and landscaping maintenance services for nuisance properties and City-owned properties on an as-needed basis. Awarding contracts to multiple qualified contractors provides the City with increased flexibility, improved response times, and dependable service throughout the contract term while allowing staff to utilize the contractor best suited for each individual project.

ATTACHMENTS: Quotes



City of Tiffin Proposal 2026

Company Information: Carew Landscaping, 2905 West Penn Street North Liberty, Iowa 52317. Carew Landscaping a family owned and operated business of 38 years serving the Eastern Iowa area and more since 1988. As a business we have performed services to like entities such as City of Iowa City, West Branch, Coralville, Solon and more over the 38 years in business.

Staffing and Equipment: Carew Landscaping currently employs 45 landscape and yard service professionals. Carew's equipment ranges from a fleet of trucks, dump trucks, skid loaders, mini skid loaders, attachments for all services, street sweepers, parking lot blowers and vacuum, tractors, trailers, commercial mowers, trimmers, edgers, yard applicators, countless hand tools and power equipment.

Pricing: Pricing ranges in size, timing, frequency among other factors typically. Per lot pricing shall be based on below or equal to 7,000 sqft \$125, above 7,000 sqft and equal to or below 10,000 sqft \$150, above 10,000 sqft and below 15,000 sqft \$250, additional pricing upon request. Our hourly labor rate shall be billed at \$125 per man hour. Emergency or same day rate of \$185 per man hour. Optional add-on services \$150 per man hour.

References: Iowa DOT, City of Iowa City, The Quarters, Grand Rail Development, and more.



Quality Care Lawn
428 Westcor Dr
Coralville, IA 52241
(319) 354-3108

CITY OF TIFFIN

Nuisance Services Agreement

300 Railroad St
PO Box 259
Tiffin, IA 52340

June 22, 2026

Presented by: Britt Sanko



Proposal #41470

Date: 6/22/2026

Exhibit "A"

Customer:

Brian Shay
City of Tiffin
300 Railroad St
PO Box 259
Tiffin, IA 52340

Property:

300 Railroad St
PO Box 259
Tiffin, IA 52340

Nuisance Services Agreement

CONTRACT START DATE: 06/01/2026

CONTRACT END DATE: 05/31/2027

Services Billed Upon Completion

Description of Services			
Nuisance Services	Cost	Visits	Annual Cost
Mowing Hourly mowing rate on as needed basis	\$65.00		\$65.00
Mowing (Emergency) Hourly mowing rate same day service	\$85.00		\$85.00
Snow Removal Hourly snow removal rate on as needed basis	\$85.00		\$85.00
Snow Removal (Emergency) Hourly snow removal rate same day service	\$105.00		\$105.00
	Subtotal:		\$340.00
	Estimated Tax:		\$0.00
	Total:		\$340.00

Contractor Initials: _____ Client Initials: _____

SERVICE AGREEMENT

LANDSCAPE MAINTENANCE SERVICES

This Agreement is by and between Quality Care (a Perficut Company) and Client, collectively, the "Parties" and made effective pursuant to the Effective Date provided above.

1. TERMS

1.01 SCOPE OF WORK

Subject to the terms and conditions of this Agreement, Quality Care shall supply the maintenance services specified in Maintenance Exhibit A (the "Work") at the sites identified in Maintenance Exhibit A (the "Property" or "Properties"). Maintenance Exhibit A is hereby incorporated into and made part of this Agreement by reference along with any plans or specifications attached to this Agreement. In case of conflict between such plans and specifications and the provisions of this Agreement, the provisions of this Agreement shall prevail.

1.02 TERM OF AGREEMENT

This Agreement shall remain in effect from the Effective Date to the Termination Date, unless earlier terminated by Quality Care pursuant to the terms of this Agreement or by applicable law.

1.03 PAYMENT

1.03.1 Payment Terms. Payment terms are net 30 days, with a service charge of 2% per month to be added to the outstanding balance thereafter.

1.03.2 Selection of Payment Arrangement. Client may select either a Seasonal, Per Service, or Hourly Payment Arrangement by marking the preferred payment arrangement on Maintenance Exhibit A. The Client agrees to pay the rates established in Maintenance Exhibit A. The Work does not include any special requests and the special requests will be subject to additional charges.

If balances reach or exceed 60 days, Quality Care may elect to terminate this Agreement without further notice. If the Agreement is terminated pursuant to this provision, Quality Care's obligations shall terminate immediately, and Quality Care shall not be required to replace the premises in a condition similar to that existent prior to the commencement of its performance.

1.03.3 Tax. All prices are subject to sales tax for the location in which the work is completed.

1.03.4 Fuel Surcharge. All accounts may be subject to a fuel surcharge if the unleaded pump price reaches \$3.50 per gallon, or higher, according to <http://fuelgaugereport.opisnet.com/IAavg.asp>.

1.03.5 Mow Quantity. In the event Company and Client are in a seasonal contract, Client will not be billed or credited for mows over or under the estimated frequency.

1.04 TERMINATION

1.04.1 Termination by Client. Except as provided in Section below, Client has the right to terminate the Agreement by giving sixty (60) days written notice to Quality Care. If the Client has selected a Seasonal Payment Arrangement, the amount due on the Agreement will be prorated for the period of time that the Agreement was in force and effect (see 1.04.3). If the Client has a Per-Service Payment Arrangement, the Client shall pay Quality Care for services completed through the sixty (60) day notice, plus a twenty-percent fee (20%) for Quality Care's preparation, fixed expenses and lost profits. If the Agreement is terminated pursuant to this provision, Quality Care's obligations shall terminate

Contractor Initials: _____ Client Initials: _____

immediately, and Quality Care shall not be required to replace the premises in a condition similar to that existent prior to the commencement of its performance.

1.04.2 Termination by Quality Care. Quality Care shall have the right to terminate this Agreement at any time for any reason, as to any or all the Properties, by giving written notice of thirty (30) days to the Client. If the Client has selected a Seasonal Payment Arrangement, the amount due on the Agreement will be prorated for the period that the Agreement was in force and effect.

1.04.3 With respect to Landscape Maintenance services only (if Client has selected a Seasonal Payment Arrangement), the portion of services completed shall be determined by the month of termination as follows:

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
5%	20%	30%	40%	50%	60%	70%	80%	90%	95%	100%	100%

1.05 DUTY TO INSPECT THE WORK

The Client has the duty to inspect the Work performed by Quality Care to determine if it is satisfactory. If the Client does not timely advise Quality Care that there is a need for additional services within 48 hours of completion, then the Work shall be deemed to have been accepted by the Client and satisfactorily performed by Quality Care.

1.06 REPRESENTATIONS AND WARRANTIES OF CLIENT

1.06.1 Right of Entry. The Client hereby represents and warrants that they are either the property owner and/or the authorized representative of the owner of the property upon which the Work is to be performed. The Client hereby acknowledges that the Client has selected the Work location and further represents and warrants that the location of Work encompassed by this agreement is entirely within the Client's property lines.

1.06.2 Space and Access. Client agrees to: (1) Provide ample space for the Work and the storage of equipment and material used in performance of the Work; (2) Maintain convenient and unobstructed access to the Property and to permit necessary personnel and equipment free entry and egress to and from the premises; (3) Secure access to the Property, at Client's sole expense, if access to the Property is over land not owned by the Client, and; (4) Provide access to and use of electricity for power tools, without cost to Quality Care.

2. NON-SOLICITATION AND NON-DISCLOSURE

2.01 CONFIDENTIAL INFORMATION

Any information given to Client by Quality Care in connection with this Agreement is provided as confidential and proprietary information only for the purposes facilitating performance of the Work pursuant to this Agreement. Unless Client has the prior written consent of Quality Care, Client shall not at any time following the date of this Agreement disclose any confidential information to any third party.

2.02 NON-SOLICITATION

From the date of execution through a period of two (2) years following the termination of this Agreement, Client agrees that it will not at any time contact or solicit any of Quality Care's employees, agents, subcontractors or service providers for the purpose of inducing them to terminate their relationship with Quality Care and/or commence a relationship with Client or any business which is employed by Client, directly or indirectly, or

Contractor Initials: _____ Client Initials: _____

which Client, directly or indirectly, owns, manage, operates, is employed by, consults with, participates in or is connected with in any manner.

2.03 IRREPARABLE INJURY

Both parties agree that the breach of any term of this Agreement by Client will cause irreparable harm and injury to Quality Care and that Quality Care shall be entitled injunctive relief, both temporary, preliminary and final, and both parties agree to the jurisdiction of the equitable powers of the appropriate Court to obtain such relief. If there is a breach of this non-disclosure/non-solicitation covenant, Quality Care shall have the right to sue for damages and the Client shall be liable for the payment of court costs, reasonable attorney's fees and cost incurred in enforcing this non-disclosure/non-solicitation covenant, including, but not limited to the cost of investigation.

2.04 INFORMED CONSENT

Client has carefully read and considered the provisions of this non-disclosure/non-solicitation covenant and having done so agrees that the restrictions set forth in this Agreement are fair and reasonably required for the protection of the interest of Quality Care.

3. LIMITATION OF LIABILITY AND INDEMNIFICATION

3.01 CLAIMS AND LIMITATIONS

No action of any character arising from or related to this Contract, or the performance thereof, shall be commenced by either party against the other more than one (1) year after completion or cessation of work by Company. Any damages for which Company may be liable to Client shall not, in any event, exceed the cash payments made to Company by Client.

3.02 INDEMNIFICATION

3.02.1 To the fullest extent permitted by applicable law, Client agrees to indemnify, defend and hold harmless Quality Care and its respective affiliated companies, partners, successors, assigns, heirs, legal representatives, devisees, officers, directors, shareholders, employees and agents (herein collectively Indemnitees) for, from and against all damages, liabilities, losses, demands, claims, suits, actions, causes of action, cost, penalties, judgments, and expenses (including, attorney fees, costs and expenses of litigation and of Investigation) due to personal injury or property damage, or both, including, but not limited to, any and all claims, demands, causes of action, proceedings or suits for bodily injury, illness, disease, death, property damage or loss, loss of use, maintenance, cure, or wages (herein collectively Liabilities) directly or indirectly arising out of, or caused by, or resulting from (in whole or in part): (1) Client's premises, including any acts or omissions by Client or Client's subcontractors whether employed directly or indirectly, which occur while Quality Care is or is not physically on premises, (2) obstacles that protrude from the surface of the pavement on the Property including but not limited to utilities, water shut offs, electrical boxes, sewer vents, clean outs and any other obstacles on or within 10" of the pavement, (3) pavement that is deteriorated, weakened, frost heaved or installed improperly, (4) incidental damages from the Work to ground cover, shrubbery, landscape lighting, parking curbs, paver bricks, hardscapes, blacktop surfaces, concrete, movement of gravel, (5) injury or damage to the Property or adjoining premises caused by lightning, fire, flood, cloud bursts, or unusual water run-off or other conditions beyond the control of Quality Care existent prior to, during or after the performance of its obligations under this Agreement, (6) delays in performance caused by strikes, weather conditions, and inability to obtain material or any other cause beyond the control of Quality Care, (7) this Agreement, or (8) any act or omission of the Client, any sub-contractor, anyone directly or indirectly employed by them, or anyone that they control or exercise control over except for such Liabilities which are caused by the sole fault or willful misconduct of Indemnitees. Without intending to limit the scope of Liabilities in a way, and to the extent permitted by applicable law, the Client expressly waives its immunity under the applicable workers' compensation statute in connection with any Indemnities claim for indemnification under this article.

Contractor Initials: _____ Client Initials: _____

3.02.2 The Client's indemnity obligations under this paragraph shall also specifically include, without limitation, all fines, penalties, damages, liability, costs, expenses (including without limitation, attorney's fees, costs and expenses of litigation and investigation) and punitive damages (if any) arising out of, or in connection with, any (i) violation of or failure to comply with any and all building codes, permitting requirements and rule and regulations promulgated there under that bear upon the performance of the Work by Quality Care, a sub-contractor, or any person or entity for whom either is responsible, (ii) means, methods, procedures, techniques, or sequences of execution or performance of the Work, and (iii) failure to secure and pay for permits, fees, approvals, licenses, and inspections as required, or any violation of any permit or other approval of a public authority applicable to the Work by Quality Care, a sub-contractor, or any person or entity for whom either is responsible.

3.02.3 Client shall promptly advise Quality Care in writing of any action, administrative or legal proceeding, claim, notice or investigation as to which this indemnification may apply, and Client, at the Client's expense, shall assume on behalf of Quality Care (and the other Indemnitees) and conduct with due diligence and in good faith the defense thereof with council satisfactory to Quality Care, provided, however, that Quality Care shall have the right, at its option, to be represented therein by advisory council of its own selection and at its own expense. In the event of failure by the Client to fully perform in accordance with this indemnification provision, Quality Care, at its option, and without relieving the Client of its obligations hereunder, may so perform, but all costs and expenses so incurred by Quality Care in that event shall be reimbursed by the Client to Quality Care, together with interest on the same from the date any such expense was paid by Quality Care until reimbursed by the Client, at the rate of interest provided to be paid on judgments, by the law of the jurisdiction to which the interpretation of this Contract is subject. This indemnification shall not be limited to damages, compensation or benefits payable under insurance policies, worker's compensation acts, disability benefit acts or other employees benefit acts.

3.02.4 The Client shall indemnify and hold harmless all the Indemnitees from and against any costs and expenses (including attorney's fees, cost and expenses of litigation and investigation) incurred by and Indemnitees in enforcing any of Quality Care's defense, indemnify, and hold harmless obligations under this Contract.

3.03 LIMITATION OF WARRANTIES

There are no warranties either expressed or implied except those specifically set forth in this Contract, and there are absolutely no guarantees relating to continued life or growth of plant material unless otherwise specifically stated and agreed to in writing and signed by both parties. Any warranty or guarantee is only effective if Client has complied with all of the terms and conditions, payments, and other provisions of this Contract. Client is responsible for the normal wear and tear that occurs as a property ages, is cleaned and is used, this includes but is not limited to consumable items such as irrigation parts, light parts, plants, trees, path/paving materials, landscaping materials, and items or materials that can decompose, wear out, or break down with time. Client is responsible for any damages to plants or otherwise, caused by either over or under watering or when there is an interruption in the service of an automatic sprinkler system, or chemical applications or where plants, irrigation and other landscaping are damaged by pets, animals, diseases, acts of God or negligence of people. Company shall also not be responsible for any damage caused by inclement weather, run-off, broken pipes, drainage problems, or any other cause of excess water. If Client has an existing irrigation system Client agrees to hold harmless Company and Company personnel for any and all problems or damage associated with the pre-existing irrigation parts and/or system including but not limited to old, worn, poorly installed irrigation parts or systems that may leak, break, be damaged or need replacing when Company is adjusting or working on the Clients pre-existing irrigation system.

4. GENERAL TERMS

4.01 QUALITY CARE'S EQUIPMENT

In no event shall the Client have any interest in or right to possess, use, restrain, impound, attach or otherwise

Contractor Initials: _____ Client Initials: _____

withhold Quality Care's material or equipment. The Client, its agents, employees or representatives shall be liable to Quality Care in damages for any withholding thereof after demand therefore by Quality Care.

4.02 AGREEMENT OF THE PARTIES

This Agreement supersedes any, and all, agreements, either oral or written, between the parties hereto with respect to the subject matter hereof. Each party to this Agreement acknowledges that no representation, inducements, promises, agreements oral or otherwise, have been made by any party, anyone acting on behalf of any parties, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding.

4.03 PARTIAL INVALIDITY

Each clause, covenant and obligation set forth in this Agreement is separate and distinct from every other restrictive covenant, clause and obligation set forth herein, and in the event of the invalidity of any clause, covenant or obligation, the remaining clauses, covenants and obligations shall be deemed independent and devisable and in full force and effect.

4.04 MODIFICATION AND AMENDMENT

The parties may amend this Agreement at any time upon mutual written agreement of the parties. No amendment, waiver, change, modification, or termination of any of the terms, provisions or conditions of this Agreement shall be effective unless and until reduced to writing and signed by both parties.

4.05 WAIVER

No waiver of default, by any party, hereunder shall be implied from any omission by a party to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver, and that only for the time and to the extent therein stated. One or more waivers of any covenant, term or condition of this Agreement by a party shall not be construed to be a waiver of any subsequent breach of the same covenant, term or condition. The consent or approval of any party shall not be deemed to waive or render unnecessary the consent or approval of said party of any subsequent or similar acts or omissions by a party.

4.06 ASSIGNMENT

This Agreement may be assigned by Quality Care at its sole and absolute discretion.

4.07 INUREMENT

This Agreement shall inure to the benefit of, and shall be binding upon, the permitted assigns, successors in interest, personal representatives, estate heirs, and legatees of each of the parties hereto.

4.08 GOVERNING LAW

This Agreement shall be governed by the laws of Iowa. All claims, disputes or other controversies between Quality Care and the Client arising out of or relating to Quality Care or the breach thereof shall be decided by litigation filed and venued in Polk County, Iowa, unless Quality Care elects to have such claim, dispute or controversy resolved by arbitration. Either party has the right to proceed to arbitration to settle disputes or other controversy between Quality Care and the Client, or between the Client and a sub-contractor. It shall be the responsibility of Quality Care to continue to perform any and all Work and perform all of its services diligently and in good and professional manner in conformity with the Contract. Client shall have no right to cease performance hereunder or to permit the prosecution of the Work to be delayed.

4.09 RIGHTS AND REMEDIES BY LAW

Duties and obligations imposed by the Contract Documents and rights and remedies available there under shall be in addition to and not a limitation of duties, obligation, rights, and remedies otherwise imposed or

Contractor Initials: _____ Client Initials: _____

available by law.

4.10 ATTORNEY AND/OR OTHER FEES

In the event of any controversy, claim, or dispute between the parties hereto, arising out of or relating to this Agreement, or the breach thereof, Quality Care shall be entitled to recover its reasonable expenses, attorney's fees and costs incurred in connection therewith, plus interest at the highest extent allowed by law. Quality Care's attorney's fees incurred shall not be deemed merged into the judgment.

In addition to, and not in lieu of any other remedies or damages otherwise available, if it shall be necessary to enforce the terms of this agreement, Quality Care shall be entitled to reimbursement of any fees and costs of its attorneys and/or expert witnesses, including, but not limited to, travel and lodging expense. The foregoing shall be applicable regardless of whether it is actually necessary to pursue litigation in order to forward the rights of the party.

4.11 NOTICES

All notices required or permitted to be given under this Agreement shall be in writing and either hand-delivered, faxed, or mailed via certified first-class mail, postage prepaid to the other party at the address set forth on the signature page of this Agreement. A notice shall be deemed given when hand-delivered, when faxed or three (3) days after mailed via certified first-class mail, postage prepaid.

4.12 HEADINGS

The headings in this Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement or any provision hereof.

4.13 AUTHORITY TO BIND

Each party signing this Agreement represents and warrants to the other party that he or she has the full legal power, authority, and right to execute and deliver this Agreement, and the party on whose behalf he or she is executing has the full legal power and authority to perform its obligations under this Agreement.

4.14 COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to constitute a single document. The facsimile signatures of the parties shall be deemed to constitute original signatures and facsimile copies hereof shall be deemed to constitute duplicate original counterparts. The parties agree to follow up with signed originals.

* * * END OF AGREEMENT * * *

* * * SIGNATURE PAGE FOLLOWS * * *

Contractor Initials: _____ Client Initials: _____

THE TERMS AND CONDITIONS ABOVE AND THE EXHIBITS ATTACHED HERETO CONSTITUTE PART OF THIS AGREEMENT.

PRESENTED BY: Kyle Swank
Branch Manager Quality Care

ACCEPTED BY:
CLIENT

By/Date: Branch Manager Quality Care

By/Date: _____

Printed Name/Title _____

Contractor Initials: _____ Client Initials: _____



6/22/2026

To Whom It May Concern,

Letter of reference for **Quality Care Nuisance Mow and Snow Removal Services**.

During the time I have known and worked with Quality Care Nuisance Mow and Snow Removal Services, they have consistently demonstrated professionalism, reliability, and a strong commitment to quality workmanship. Their team has provided lawn maintenance, nuisance property mowing, vegetation control, and snow removal services in a timely and efficient manner.

Quality Care has shown exceptional attention to detail, ensuring that properties are maintained in a safe, clean, and presentable condition. They respond promptly to service requests, communicate effectively, and complete projects according to agreed schedules and specifications. Their equipment is well-maintained, and their staff conduct themselves professionally while on-site.

Particularly noteworthy is their ability to manage challenging properties and weather-related conditions while maintaining high standards of safety and customer service. Their dependable performance has made them a valuable service provider for property maintenance and snow management needs.

Based on my experience, I confidently recommend Quality Care Nuisance Mow and Snow Removal Services to any organization, municipality, property management company, or individual seeking dependable mowing, grounds maintenance, and snow removal services.

Should you require any additional information regarding this recommendation, please feel free to contact me.

Sincerely,

Clint Conklin
North Liberty Planning, Building, and Development
City of North Liberty
319-626-5728
cconklin@northlibertyiowa.org



City of Tiffin Proposal 2026

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