

MINUTES OF MEETING TO AWARD
CONTRACT

Eagle Grove, Iowa

April 1, 2024

The City Council of the City of Eagle Grove, Iowa, met on April 1, 2024, at 6:30 p.m., at the Eagle Grove Council Chambers, in the City, pursuant to adjournment and the rules of this Council. The Mayor presided and the roll was called showing the following members of the Council present and absent:

Present: Vandewater, Pamperin, Axtell, Lorenzen, Limerick

Absent: _____.

The City Council further considered proposals received for the proposed 1004 N. Arthur Demolition Project and embodied its findings in the resolution next hereinafter referred to.

Council Member Pamperin introduced the resolution next hereinafter set out, and moved that the said resolution be adopted; seconded by Council Member Lorenzen; and after due consideration thereof by the City Council, the Mayor put the question upon the motion and the roll being called, the following named Council Members voted:

Ayes: Vandewater, Pamperin, Axtell, Lorenzen, Limerick, Weland

Nays: _____.

Whereupon, the Mayor declared the said motion duly carried and the said resolution duly adopted.

RESOLUTION NO. 2024-39

**RESOLUTION AWARDING A DEMOLITION CONTRACT FOR 1004
NORTH ARTHUR**

WHEREAS, pursuant to notice duly posted in the manner and form prescribed by resolution of the City Council of the City of Eagle Grove, Iowa, and as required by law, bids and proposals were received by this Council for the 1004 North Arthur Demolition Project (the "Project"); and

WHEREAS, all of the said bids and proposals have been carefully considered, and it is necessary and advisable that provision be made for the award of the contract for the Project;

NOW, THEREFORE, Be It Resolved by the City Council of the City of Eagle Grove, Iowa, as follows:

Section 1. The bid for the Project submitted by the following contractor is fully responsive to the plans and specifications for the Project, is heretofore approved by the City Council, and is the lowest responsible bid received, such bid being as follows:


<u>Name and Address of Contractor</u>	<u>Amount of Bid</u>
<u>Central Iowa Dirt and Demo</u>	<u>\$7,500.00</u>
<u>3075 Hancock Ave</u>	
<u>Weststock, IA 50599</u>	
<u> </u>	
<u> </u>	

Section 2. The contract for the Project is hereby awarded to such contractor at the total estimated cost set out above, the final settlement to be made on the basis of the affixed Demolition and Removal Agreement, the said contract to be subject to the terms of the aforementioned Agreement, the notice of hearing and letting, the plans and specifications and the terms of the bidder's written proposal.

Section 3. The Mayor and City Clerk are hereby authorized and ordered to enter into a written Demolition and Removal Agreement with said contractor for the Project.

Section 4. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved 1st day of April, 2024.



Michael Boyd, Mayor

Attest:



Bryce Davis, City Clerk

DEMOLITION & MATERIAL REMOVAL AGREEMENT

AGREEMENT made this ____ day of April, 2024 between Central Iowa Dirt and Demo (the "Contractor"), and the City of Eagle Grove, Iowa (the "Owner").

WITNESSETH:

WHEREAS, Owner owns real property situated in Wright County, Iowa, locally known as 1004 North Arthur, Eagle Grove, IA 50533.

WHEREAS, Owner desires to demolish and remove all buildings, personal property, concrete, debris, and foundation located on the above-referenced property (collectively referred to as the "Materials").

WHEREAS, Owner desires to engage the Contractor to remove the Materials.

NOW, THEREFORE, the parties hereto agree as follows:

Section 1. Labor, Materials, and Equipment. Contractor shall coordinate all activities concerning the removal of the Materials and shall provide all labor, materials, and equipment necessary to remove the Materials.

Section 2. Permits and Licenses. Contractor shall obtain all required permits and licenses and pay all fees in connection with the removal in accordance with the bid documents. Contractor shall furnish to the Owner the necessary bonds, permits, insurance certificates, and other evidence of compliance with the requirements of the bid documents.

Section 3. Scope of Work.

- A. Contractor shall remove, haul, and dispose of the Materials by June 03, 2024, including, without limitation:
 - a. Removing and hauling all personal property to the landfill;
 - b. Demolishing all buildings;
 - c. Loading and hauling all debris to the landfill; and
 - d. Loading and hauling all concrete or foundation away from the property to a location supplied by Contractor.
- B. Contractor shall coordinate with Owner to abandon the sanitary and water service lines.
- C. Contractor shall fill the removed foundation area with dirt, compact the soil to a depth of at least two feet, and grade the entire area. If necessary, Owner can provide dirt to Contractor for free.
- D. Once removed, the Materials shall become the property of the Contractor, whom shall have the complete and sole responsibility for the disposal of the Materials.

Section 4. Safety. Contractor shall adequately provide any required fire protection in accordance with the regulations of the agencies having jurisdiction thereof, maintain and provide adequate protection of the area, and not create any hazardous conditions.

Section 5. Insurance. Before work begins, Contractor shall provide for itself and maintain at its own cost and expense until completion of the work insurance which covers claims which may arise from the work, including:

- A. General liability and worker's compensation insurance naming Owner as certificate holder and containing an endorsement requiring the carrier to give at least ten days' prior notice of cancellation to the Owner. Contractor shall provide Owner a Certificate(s) of Insurance showing compliance with the insurance requirements set forth in this Section.
- B. Contractor shall maintain general liability insurance coverage of at least \$1 million each

occurrence and \$2 million general aggregate. Owner shall be named as an additional insured under such policy.

- C. Contractor shall maintain business auto insurance coverage of at least \$1 million combined single limit of liability which names Owner as additional insured and which provides primary and non-contributory coverage.
- D. Contractor shall maintain worker's compensation insurance coverage in compliance with the State of Iowa's statutory requirements, and in any event not less than the following:
 - a. \$500,000 Bodily Injury Limit Each Accident; and
 - b. \$500,000 Bodily Injury by Disease Each Person; and
 - c. \$500,000 Bodily Injury by Disease Policy Limit.
- E. Contractor's insurance coverages identified in this Section shall contain a subrogation waiver as to Owner.

Contractor shall also require any subcontractors of Contractor to provide a certificate of insurance showing proof of adequate insurance as set forth herein and provide such certificate(s) to Owner.

Section 6. Indemnification. Contractor warrants that it is an independent contractor and agrees to indemnify and hold harmless the Owner from any liability, claim, damage, loss, or expense of any kind or nature whatsoever, including the Owner's attorneys' fees, arising out of any liability imposed by law upon the Owner for liability or damages resulting the work performed by Contractor pursuant to this Agreement. Provided, however, that this indemnification clause shall not apply to or cover liability, claims, damages, losses, or expenses, including attorneys' fees, to the extent caused that they are by or resulting from the negligent act or omission of Owner or its employees, consultants, agents, or others for whom the Owner is responsible.

Section 7. Assignment. Contractor shall not assign this Agreement without Owner's written consent.

Section 8. Payment. Upon satisfactory completion of the work and receipt of a billing invoice for the work, including landfill tip fees, within thirty days of project completion, Owner shall pay Contractor the sum of \$ 7,500.⁰⁰/, plus reimbursement for the landfill tip fees incurred by Contractor. Late invoice submission shall cause the landfill tip fees to be Contractor's sole responsibility.

IN WITNESS WHEREOF the parties have executed this agreement as of the day and year first above written.

Valonda Amonson
Valonda Amonson (Contractor)

City of Eagle Grove, Iowa (Owner)

Michael Boyd
By: Michael Boyd, Mayor

Attested:

Bryce Davis
Bryce Davis, City Clerk

Central Iowa Dirt & Demo LLC
3075 Hancock Ave
Woolstock, IA 50599



ADDRESS

City of Eagle Grove
ATTN: Bryce Davis
210 E Broadway Street
P.O. Box 165
Eagle Grove, IA 50533

ESTIMATE # 1008
DATE 03/29/2024

	DESCRIPTION	QTY	RATE	AMOUNT
Total Bid Price	Labor, equipment and materials necessary to tear down and remove house at 1004 N Arthur, Eagle Grove. All foundation materials to be recycled. City to reimburse land fill fees as per bid documents.	1	7,500.00	7,500.00

We look forward to working with you.	SUBTOTAL	7,500.00
	TAX	0.00
	TOTAL	\$7,500.00

Accepted By

Accepted Date