

MINUTES OF MEETING TO AWARD  
CONTRACT

Eagle Grove, Iowa

May 6, 2024

The City Council of the City of Eagle Grove, Iowa, met on May 6, 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, Weiland

Absent: \_\_\_\_\_.

The City Council further considered proposals received for the proposed 902 N. Arthur Demolition Project and embodied its findings in the resolution next hereinafter referred to.

Council Member Axtell 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, Weiland

Nays: \_\_\_\_\_.

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

**RESOLUTION NO. 2024-48**

**RESOLUTION AWARDING A DEMOLITION CONTRACT FOR 902  
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 902 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:

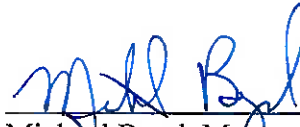
<u>Name and Address of Contractor</u>	<u>Amount of Bid</u>
<u>L &amp; M Services &amp; Maintenance</u>	<u>\$7,600.<sup>00</sup>/<sub>100</sub></u>
<u>8509 Rickard Road</u>	
<u>La Porte City, Iowa 50651</u>	
<u> </u>	
<u> </u>	

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 6<sup>th</sup> day of May, 2024.



Michael Boyd, Mayor

Attest:



Bryce Davis, City Clerk

# L&M Services and Maintenance

**ISSUED TO:** City of Eagle Grove  
ATTN: Bryce Davis  
121 N. Commercial Avenue  
PO BOX 165  
Eagle Grove, Iowa 50533

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**DESCRIPTION: 902 N. ARTHUR EAGLE GROVE, IOWA 50533**

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- Remove all personal property and haul to landfill
- Demolish all buildings on property
- Remove Debris
- Load and haul all concrete or foundation to location supplied by contractor
- Mechanically compact backfill
- Level ground and level entire area

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**TOTAL BID**

**\$7,600.00**

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**BID NO: #4410**

**LANDFILL FEE'S WILL BE  
REIMBURSED BY CITY OF  
EAGLE GROVE**

*Meghan Van Roefel*  
Thank you



**ISSUED TO:**

City of Eagle Grove  
ATTN: Bryce Davis  
121 N. Commercial Avenue  
PO BOX 165  
Eagle Grove, Iowa 50533

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**DESCRIPTION: 902 N. ARTHUR EAGLE GROVE, IOWA 50533**

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- All insurance requirements will be provided before construction starts - Mailed to City of Eagle Grove
- Construction will be completed by August 15th, 2024 - per City of Eagle requirements
- Landfill fee's will be summited within 10 days of construction completion-Mailed to City of Eagle Grove
- Invoice will be summited within 10 days of construction completion-Mailed to City of Eagle Grove

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*L&M Services and Maintenance*

8509 Rickard Road  
La Porte City, Iowa  
50651

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



**ADDRESS**

City of Eagle Grove  
ATTN: Bryce Davis  
121 N Commercial Ave  
P.O. Box 165  
Eagle Grove, IA 50533

**ESTIMATE # 1010**  
**DATE 04/29/2024**

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	DESCRIPTION	QTY	RATE	AMOUNT
<b>Total Bid Price</b>	Labor, equipment and materials necessary to tear down and remove house at 902 N Arthur, Eagle Grove. All foundation materials to be recycled.  City to reimburse land fill fees as per bid documents.	1	10,000.00	10,000.00

We look forward to working with you.

SUBTOTAL 10,000.00  
TAX 0.00  
TOTAL **\$10,000.00**

Accepted By

Accepted Date

ESTIMATE



**Prepared For**

Eagle Grove City Hall  
121 N. Commercial, PO Box 165  
Eagle Grove , IA 50533  
(515) 448-4343

**VANS Excavating, LLC.**

1521 Taylor Ave.  
Belmond, Iowa 50421  
Phone: (641) 420-5052  
Email: nvanschepen05@gmail.com  
Web: www.vansexcavating.com

Estimate # 110  
Date 04/21/2024

**Description**

**Total**

902 N. Arthur Demo \$10,500.00

Demolition and removal of house and miscellaneous items on property.



**Subtotal** \$10,500.00

**Total** \$10,500.00

**Deposit Due** \$2,625.00

By signing this document, the customer agrees to the services and conditions outlined in this document.



Eagle Grove City Hall

## DEMOLITION & MATERIAL REMOVAL AGREEMENT

AGREEMENT made this 6<sup>th</sup> day of May, 2024 between L<sup>e</sup>M Services & Maintenance (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 902 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 \$ \_\_\_\_\_, 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.

**City of Eagle Grove, Iowa (Owner)**

\_\_\_\_\_  
(Contractor)



By: Michael Boyd, Mayor

Attested:



Bryce Davis, City Clerk