

CONTRACT FOR THE DEMOLITION OF RESIDENTIAL BUILDINGS

Group 1 of 5

This Agreement is made and entered into this 27 day of July, 2020, by and between the **CITY OF OELWEIN, IOWA**, ("CITY"), and **Lansing Brothers Construction Co., Inc.**, ("CONTRACTOR")

RECITALS:

WHEREAS, the CITY desires to arrange for the demolition of properties listed on the bid document which are located in Oelwein, Iowa ("Premises"); and

WHEREAS, the CITY desires to retain the services of a competent contractor with the necessary equipment, expertise, and personnel to undertake the demolition of these structures; and

WHEREAS, CONTRACTOR represents that it has the requisite expertise and ability to complete this project and guarantees that CONTRACTOR is properly bonded and insured with the City of Oelwein.

NOW, THEREFORE, in consideration of the forgoing and of the mutual covenants and promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

SECTION 1. Scope of Services.

CONTRACTOR agrees to furnish the following services:

- A. Demolish and remove all existing structures, foundation walls, private sidewalks, and driveways including curb and apron, break up basement floors for adequate drainage and properly dispose of or backfill foundation area with excavated concrete to no more than four feet below grade. All rubble is to be removed from excavation site. Please note all public sidewalks will remain intact. Replace driveway curb with standard curbing.
- B. Excavate and remove any and all sewer and water services to property line. Shut off water service at curb stop. Provide and install plug in sewer pipe.
- C. Coordinate the disconnection of and removal of other utilities (natural gas,

electricity, telephone, etc.) from the property. All abandoned utilities are to be removed per the utility company's standards and requirements.

- D. Basements shall be filled with non-combustible material, with no individual piece exceeding a volume of one (1) cubic foot to a grade of not less than four (4) feet below the finished grade. Fill between the final grade to a depth of a minimum of 18 inches shall be clean sand with topsoil suitable to sustain grass or similar vegetation to a minimum depth of six (6) inches.
- E. All Demolition materials are to be taken to the Blackhawk County Landfill. Proof shall be provided to the City of Oelwein in the form of a scale ticket along with the address of the structure which was demolished. A record must be presented to the inspector before a final inspection will be completed.
- F. Take all reasonable precautions to preserve mature trees upon the property, if any.
- G. Notify the City of Oelwein Community Development Department prior to beginning work and that the work is completed and arrange for an inspection of the property.
- H. All work will be completed on or before March 1st, 2021.
- I. Comply with all national, state and city safety regulations in the execution of the work.
- J. Streets, roads, adjacent property, and other works to remain shall be protected through the period of work by shelters, barricades, fences, or other suitable means as required by job conditions.
- K. Provide barricades for all open holes. Provide, erect, install and maintain all fences, lights, barricades, or other suitable means as required by job conditions.
- L. Exercise due care and diligence in all demolition affecting sidewalks, curbs, paving and adjacent buildings so as to prevent damage to materials and property. Also protect any tree from damage that is not marked for removal by a large "X" on the trunk.
- M. Contractor shall bear responsibility for and shall pay the costs of all damages to materials and structures outside the demolition area, and to protected materials, structures, and trees inside the demolition area.
- N. Before commencing any wrecking or demolition, the contractor shall take every precaution to prevent the spread of dust. Rubbish and debris shall be sprinkled as necessary to keep the dust to a minimum. Contractor shall indemnify, defend and save harmless the City from and against any and all claims, suits, loss, cost, charges, expense and counsel fees in any way

arising from or through the negligence, want of care, or fault of the Contractor or agents. Contractor shall also provide liability insurance in the amounts shown on the attached Insurance Schedule.

- O. Use no equipment or methods which cause damage to adjacent buildings, either by direct contact or by shock or vibration transmission through the earth.
- P. Take precautions to guard against movement or settlement of nearby buildings. Provide and place bracing or shoring as necessary or proper to prevent such and be responsible for the safety, settlement, damage or injury caused by or resulting therefrom.
- Q. Include all shoring and bracing required to support existing structures which is to remain before removing any partitions, walls, beams, joists, etc. Contractor is to assume all liability for the proper design of shoring and supports.
- R. If at any time, safety of any adjacent building appears to be endangered, cease operations, notify owner and project manager, take precautions to support such building, and do not resume operations until permission from project manager has been granted.
- S. If additional shoring or bracing is directed and if contractor fails to comply promptly with such order, such bracing or shoring may be placed by owner at contractor's expense.
- T. Do not disrupt buried cables and wires. Buried cables and wires shall be marked on the surface with paint along their routes. The contractor will be responsible for coordination with utility companies and repair cost for any damaged cables and wires.
- U. Examine site thoroughly to determine its condition. Demolish and remove all roofs, walls, slabs, floors, footings, piers, septic system, holding tanks, etc., from the area.
- V. Burning of materials on the site shall not be permitted. Material to be removed from the site shall be removed daily as it accumulates. No on-site selling of salvage shall be permitted.
- W. All components and materials removed in the performance of the work shall become the property and responsibility of the general contractor unless otherwise noted in the bid documents and shall be removed promptly from the site by said contractor.
- X. When work continues beyond normal working hours, materials to be removed shall not accumulate for more than 48 hours.

SECTION 2. Schedule.

Services described in Section 1 shall be commenced no later than July 15, 2020. All services and tasks associated therewith shall be completed by CONTRACTOR no later than March 1st, 2021.

GROUP 1 OF 5

Address	Demo Cost
14 2ND AVE. NW	\$ 9,000.00
33 3RD ST. NW	\$ 9,000.00
222 5TH AVE. NE	\$ 8,500.00
921 2ND AVE. NE	\$ 7,500.00
620 3RD AVE. SW	\$ 7,000.00
133 3RD AVE. SE	\$ 11,000.00
17 5TH AVE. SE	\$ 9,500.00
313 4TH AVE. SE	\$ 9,000.00
145 2ND AVE. NW	\$ 9,000.00
TOTAL	\$ 79,500.00

SECTION 3. Payment.

In consideration for the services rendered under this contract, the CITY agrees to pay CONTRACTOR the sum of _____ upon inspection and approval by the CITY. No payment shall be made until the CITY's inspections reveal that the work for that payment request is entirely completed and no advance payment will be made. Payment request shall be provided on the Wednesday prior to the next scheduled Oelwein City Council Meeting. The council meets on second and fourth Mondays monthly.

SECTION 4. Penalty/Liquidated Damages.

If the CONTRACTOR fails to complete the work within the time specified, a penalty of \$650.00 for each consecutive calendar day thereafter as provided in the General Conditions. Such charges may be set off by the CITY against any final payment otherwise due and owing under this contract. Additionally, in the event this Agreement is breached by CONTRACTOR, CONTRACTOR shall be liable for any additional charges and expenses incurred by CITY in completion of the demolition attributable to the breach.

SECTION 5. Indemnification.

CONTRACTOR warrants that it is an independent contractor and agrees to indemnify and hold CITY harmless against any loss or expense by reason of any liability imposed on CITY for damages because of bodily injury or death, accidents sustained by any person on account of damage to property arising out of the performance of this Agreement, whether such injuries to persons or damage to

property are due or claimed to be due to any negligence of CONTRACTOR, CITY, their agents, servants, or employees , or of any person.

SECTION 6. Assignment.

Neither this agreement nor any interest of CONTRACTOR herein may be assigned, sublet, or transferred to a third party without prior written consent of the CITY.

SECTION 7. Governing Law.

This Agreement shall be construed in accordance with and governed by the laws of the State of Iowa and any suit based thereon must be brought in the District Court of Fayette County, Iowa.

SECTION 8. Compliance with State and Local Law.

CONTRACTOR agrees to comply with all federal, state and local laws, rules, regulations, or ordinances, that are applicable at the time of CONTRACTOR'S services pursuant to this Agreement are rendered, and all provisions required thereby to be included herein are hereby incorporated by reference.

SECTION 9. Supplement.

This Agreement may only be amended, supplemented, or modified by a written document executed in the same manner as this Agreement.

SECTION 10. Entire Agreement.

This Agreement constitutes the entire agreement of the parties, and, unless specified otherwise herein, no representations, inducement, promises, or prior agreements, oral or written between the parties, or made by any agent on behalf of the parties or otherwise, shall be of any force and effect.

SECTION 11. Authority.

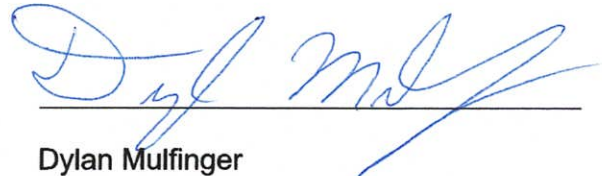
The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

SECTION 12. NA.

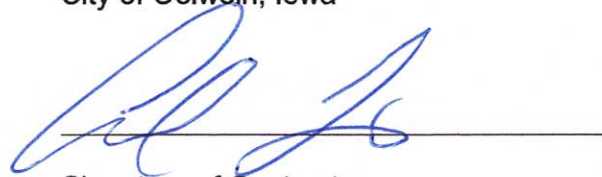
SECTION 13. Severability.

In the event that any portion of this Agreement is found to be invalid it shall be deemed severed and the remainder of this Agreement shall remain in full force and effect as if the severed portion did not exist.

IN WITNESS WHEREOF, the parties have duly executed this Agreement pursuant to all requisite authorization as of the date first set forth above.



Dylan Mulfinger
City Administrator
City of Oelwein, Iowa



Signature of Contractor
Lansing Brothers Construction Co., Inc.

Printed Name

Mailing Address

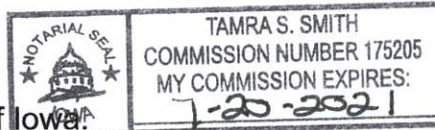
City State Zip

State of Iowa :
County of Iowa : ss

ON this 27 day of July 2020, Dylan Mulfinger, City administrator, with authority to sign for city of Oelwein, did execute the above document

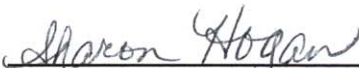


Notary Public in and For the State of Iowa.



State of Iowa :
County of Dubuque : ss

ON this 23 day of July 2020, Chad Lansing, with authority to sign for Lansing Brothers Construction Company, did execute the above document



Notary Public in and For the State of Iowa.

