



2939 Enterprise Avenue  
Suite B  
Hastings, MN 55033  
ph 651 788 9556  
fx 651 788 9562  
www.eccomidwest.com

**PROPOSAL / CONTRACT**

ECCO Midwest, Inc.  
("ECCO")  
967 - 33<sup>rd</sup> Avenue Southwest  
Cedar Rapids, Iowa 52404  
Phone: 319-362-1431  
Fax: 319-362-1487  
E-Mail: ahines@EccoMidwest.com  
Attn: Andy Hines  
Mobile: 651-600-8636

City of Oelwein  
("Client")  
20 2nd Avenue SW  
Oelwein, IA 50662  
Phone: 319-583-5862  
Fax:  
E-Mail: buildingofficial@cityofuelwein.org  
Attn: David Kral

ECCO and Client agree as follows: Pursuant to the terms and conditions of this Contract, ECCO shall provide the labor and materials described in the "Scope of Work" set forth below, at the following location: City Hall - Asbestos Abatement (the "Work Site").

"Contract" shall mean this page and the "Terms and Conditions" attached hereto or otherwise provided by ECCO to Client, along with any documents or schedules referenced either on this page or in the Terms and Conditions. This page and the Terms and Conditions shall control over any conflicting provisions in the documents or schedules referenced therein.

**SCOPE OF WORK**

The "Work" to be performed under this Contract shall be:

- Removal and disposal of asbestos containing materials as defined in scope of work sent 03/08/24 and viewed during site visit conducted 03/14/24. All movable objects to be removed by owner prior to abatement.
- Owner to provide power and water.
- 2 week notification to State of Iowa required.
- Allow 6 working days to complete.
- Note: 3rd party final air clearance testing not required, but recommended - Add \$450.00

**CONTRACT PRICE**

The Contract Price for the Work shall be: \$41,570.00

ECCO will invoice for completed work as it deems appropriate; invoices shall be paid by Client on a net thirty-day basis at ECCO 's address shown above.

**Authorized ECCO Midwest, Inc. Signature**

By: Andy Hines  
Andy Hines  
Its: Estimator / Project Manager  
Date: 3/19/24

**Authorized Client Signature**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

ECCO MIDWEST, INC. CONTRACT TERMS AND CONDITIONS

- 1. Completion of Work
Upon full execution of the Contract, and subject to Client's fulfillment of its obligations under the Contract, ECCO Midwest, Inc. shall promptly commence and shall diligently proceed with the Work.
2. Changes
No alteration shall be made in the Scope of Work described in the Contract, or in the Contract Price, except by written change order signed by ECCO Midwest, Inc. and Client, or by a verbal request for alteration confirmed by written change order signed by ECCO Midwest, Inc. and Client within five (5) business days.
3. Permits and Approvals
ECCO Midwest, Inc. shall be responsible for obtaining all governmental permits or approvals necessary for completion of the Work.
4. Disclaimer of Warranties
ECCO Midwest, Inc. shall perform the Work using the care, skill and diligence normally applied by contractors in the performance of work similar to that contemplated under the Contract.
5. Limitation of Liability
Neither party shall be liable to the other party in any action or claim for any indirect, incidental or consequential damages, including without limitation, loss of profit, production, revenues, or other damages attributable to business interruption resulting from any default or breach of the Contract.
6. Responsibility for Remediation Protocols
If the Work to be performed under the Contract is a microbial abatement project, Client, by and through its independent industrial hygienists and/or environmental consultants, shall have performed, or will perform, a thorough environmental investigation and have specified, or will specify, the methods and extent of remediation.
7. Disclosure to Third Parties
If the Work to be performed under the Contract is a microbial abatement project, Client shall have the sole responsibility to disclose to any persons Client deems appropriate, including occupants of the Work Site, that mold, fungus, sewage, water damage and/or biological contamination may lead to adverse health effects.
8. Access to Work Site
Client shall provide ECCO Midwest, Inc. with access to the Work Site in the manner and at the times requested by ECCO Midwest, Inc.
9. Default; Right to Terminate
(a) ECCO Midwest, Inc. shall have the right to terminate this Agreement upon five (5) days written notice to Client of any default by Client under the Contract, including without limitation, the failure to timely pay any portion of the Contract Price.
(b) Further, ECCO Midwest, Inc. shall have the right to terminate this Contract upon written notice to Client if: (1) ECCO Midwest, Inc. is unable to obtain all necessary governmental and/or other approvals or permits in connection with the Work, or (2) for reasons beyond ECCO Midwest, Inc.'s control, the Work cannot be completed as scheduled or within a reasonable time thereafter.
10. Arbitration
(a) The parties agree that any claim (including claims of fraud) arising out of, relating to, or connected in any way with, the Contract or the breach thereof, shall be settled by final and binding private arbitration before a single arbitrator (the "Arbitrator") in Minneapolis, Minnesota, except ECCO Midwest, Inc. may choose to litigate any dispute wherein: (a) any Claim against ECCO Midwest, Inc. exceeds Five Hundred Thousand and No/100 Dollars (\$500,000.00); or (b) ECCO Midwest, Inc. seeks an injunction or specific performance.
(b) Arbitration shall be commenced by delivery of a written Demand for Arbitration. Within twenty (20) days of delivery, each party shall propose three potential arbitrators.
(c) Arbitration arising out of or relating to any claim shall not include, by consolidation, joinder, or in any other manner, any third party, including without limitation, any architect, engineer, or other design consultant retained by ECCO Midwest, Inc., except where ECCO Midwest, Inc. has consented to such consolidation or joinder in writing, and the third party has also consented in writing to such consolidation or joinder.
11. Indemnification
Each party (the "Indemnifying Party") shall be liable for and indemnify and hold harmless the other party (the "Indemnified Party") from any and all actions, suits, claims and costs in respect of injury or sickness, disease or death of any person or loss of or damages to any property, which may be brought against the Indemnified Party by third parties including employees of said third parties and employees of the Indemnifying Party, which are directly related to or arise from the breach or noncompliance with any term or provision of this Contract by the Indemnifying Party.
12. Attorneys' Fees
Client agrees to pay ECCO Midwest, Inc.'s costs and expenses, including attorneys' fees, incurred by ECCO Midwest, Inc. in enforcing any of its rights under the Contract.
13. Notices
All notices to be given under the Contract shall be in writing and addressed to the other party at the address on the first page of the Contract.
14. Miscellaneous
The invalidity, illegality or unenforceability of any provision, restriction, condition, reservation or any other part of the Contract, in its entirety or as applied to particular circumstances, shall not impair or affect in any manner the validity, legality, enforceability or effect as otherwise applied to the remainder of the Contract.

AUTHORIZED ECCO MIDWEST, INC. SIGNATURE

By: [Signature] Its: Project Manager

AUTHORIZED CLIENT SIGNATURE

By: \_\_\_\_\_ Its: \_\_\_\_\_

**Mechanic's Lien Notice**

Iowa law requires the following notice:

**A. ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY HAS NOT PAID FOR THE CONTRIBUTIONS.**

**B. UNDER IOWA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.**

Initial Here:

ECCO Midwest, Inc.  \_\_\_\_\_

Client \_\_\_\_\_