City of Carroll

112 E. 5th Street Carroll, Iowa 51401-2799 (712) 792-1000 FAX: (712) 792-0139

MEMO TO: Honorable Mayor and City Council Members

FROM: Mike Pogge-Weaver, City Manager MGPW

DATE: April 22, 2020

SUBJECT: 224 N Main St – Asbestos Removal

On January 30, 2020, bids for asbestos removal for property at 224 N Main St were received, opened and tabulated. Five bids were received. The bids are as follows:

ECCO Midwest	$57,777.00
Site Services	$66,450.00
Environmental Property Solutions	$66,800.00
REW Services Corporation	$90,728.00
Mid-Iowa Environmental Corp	$205,300.00

A detailed summary of the bids received is attached.

The lowest responsive, responsible bid is from ECCO Midwest.

RECOMMENDATION: Mayor and City Council consideration of a resolution awarding a contract to ECCO Midwest for the removal of asbestos at property located at 224 N Main St in the amount of $57,777.00.

attachments (2)

RESOLUTION NO. _____

RESOLUTION MAKING AWARD OF CONTRACT FOR ABATEMENT OF ASBESTOS AT 224 N MAIN ST

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CARROLL, IOWA:

Section 1. That the following bid for abatement of asbestos at 224 N Main St is hereby accepted, the same being the lowest responsible bid for said work:

Contractor:	ECCO Midwest
Amount of Bid:	$57,777.00
Portion of Project:	All

Section 2. That the Mayor and City Clerk are hereby authorized and directed to execute the contract awarded above for said public improvements.

Section 3. That said contract, bond and insurance coverage for said public improvements are hereby approved.

Passed and approved by the Carroll City Council this 27th day of April, 2020.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

By: _____
Eric P. Jensen, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

FORM OF AGREEMENT BETWEEN CONTRACTOR AND OWNER

This AGREEMENT made the 30th day of January in the year Two Thousand and Twenty BY AND BETWEEN Ecco Midwest hereinafter called the contractor, and the City of Carroll, hereinafter called the owner.

WITNESSETH, that the contractor and the owner for the considerations hereinafter named agree as follows:

Article 1. Scope of Work - The contractor shall furnish all labor and materials required to perform, in a workman-like manner, all of the work shown on the drawings and/or described in the specifications titled:

SPECIFICATION FOR ASBESTOS REMOVAL

COMMERCIAL PROPERTY

224 NORTH MAIN STREET

CARROLL, IOWA 51401

TAR, SIDING, CAULK, LINOLEUM,
SUB-FLOOR, PIPE INSULATION, PIPE FITTING INSULATION,
FURNACE CEMENT, WATER HEATER WRAP, & DEBRIS

prepared by Impact7G, Inc. of Slater, Iowa, acting as and, in these contract documents entitled, Asbestos Consultant, and the contractor shall do everything required by this agreement, and the contract documents for the completion of the contract.

The undersigned contractor will take all steps necessary, within the scope of the services performed for the client, to defend, indemnify, and hold the client harmless from any fines, penalties, or causes of action to which the client is subjected by reason of the contractors noncompliance with existing regulations and patents.

Article 2. Commencement and Completion of Work - The work to be performed under this agreement shall begin within 30 days after the date of the signed contract and shall be completed within 60 days after the date of the signed contract.

Article 3. The Contract Sum - The owner shall pay the contractor for the performance of the contract, subject to additions and deductions provided therein, in current funds the NET CONTRACT SUM indicated below:

NET CONTRACT SUM $57,777.00 (Fifty-Seven Thousand Seven Hundred and Seventy-Seven Dollars)

The NET CONTRACT SUM is based on the acceptance of the BASE BID as outlined in the scope of work section of the SPECIFICATION FOR ASBESTOS REMOVAL for 224 North Main Street, Carroll, IA.

FORM OF AGREEMENT BETWEEN CONTRACTOR AND OWNER (CONTINUED)

Article 4. Final Acceptance and Payment - Final payment of the contract will be made thirty (30) calendar days after fulfillment of all requirements of the contract documents and acceptance by the City of Carroll, provided no claims have been filed against payments due the contractor.

Article 5. The Contract Documents - This instrument, together with the document enumerated below, form the contract, and they are as fully a part of the contract as if hereto attached:

1. Advertisement for Bids
2. Addendum number(s) 1
3. Bid Form
4. Notice of Award
5. Contract Performance and Payment Bond
6. Specification for Asbestos Removal

Article 6. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. If arbitration is required, the losing side agrees to pay the attorney fees and costs, as related to the dispute, incurred by the winning side.

Article 7. The contractor hereby certifies that all asbestos abatement personnel to be used on this project are employees of the contractor. The contractor further agrees that no subcontractors will be used for the asbestos abatement portion of this project.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in two (2) original counterparts as of the day and year first above written.

ECCO Midwest, Inc.
Contractor
967 33rd Avenue SW
Cedar Rapids, Iowa 52404

Countersigned:

By: Jeff Dahl

Project Manager
(Title)

(Title)

SEAL (if any)

By:

(Title)