

AGREEMENT FOR ASBESTOS ABATEMENT AND DEMOLITION OF PROPERTIES

WHEREAS, the City of Marshalltown, Iowa, 24 N Center Street, Marshalltown, Iowa 50158 (hereinafter the City), has submitted a Request for Bids for asbestos remediation and removal and demolition for the following described nine properties, to wit:

405 Union Street, 510 East Main Street, 902 East Anson Street, 712 East Boone Street, 4 West Grant Street, 6 West Grant Street, 702 Swayze Street, 401½ May Street, and 503 Bromley Street, and

WHEREAS, Lansing Brothers Construction Co, Inc, 101 First Street East, PO Box 36, Luxemburg, Iowa 52056 (hereinafter Lansing) has submitted a bid for the asbestos remediation and demolition of the above described properties, which bid was the lowest responsive bid for the requested work, and

WHEREAS, the City and Lansing desire to formalize this bid by contract.

IT IS THEREFORE AGREED AS FOLLOWS:

1. The City hereby accepts the bid of Lansing and awards the project for asbestos remediation and demolition of the nine residential properties described above to Lansing.
2. That Lansing shall commence work immediately following the approval of this agreement by the Council and upon receipt by the City of a performance bond for 100% of the value of the contract, and shall complete all work by December 31, 2019.
3. That the bid of Lansing for complete asbestos remediation and demolition of the nine properties is \$138,650.00.
4. The total agreement shall consist of: 1) The Request for Sealed Bids. 2) The bid sheet of Lansing, and 3) this Agreement.
5. That all work shall be completed by Lansing in accordance with the directions set out in the Request for Bids prepared by the City.
6. That in the event there is any conflict of language between any of these documents, the provisions and requirements set forth in the Request for Bids shall govern.
7. That Lansing agrees to comply with the Fair Labor Standards Act, Equal Opportunity Employment Act, and all other applicable Federal and State laws and regulations and

executive orders to the extent that same may be applicable, and agrees that it shall insert the foregoing provision in any subcontract awarded hereunder.

8. That Lansing shall provide the City a certificate of insurance with the following coverage limits and maintain said coverages at all times during the term of the Agreement. In addition, the City shall be named an additional insured under the liability coverages below.
 - a. Comprehensive general liability - \$1,000,000 per occurrence/\$2,000,000 aggregate.
 - b. Workers compensation as required by law.
 - c. Auto Liability - \$1,000,000 per occurrence/aggregate.
9. Lansing shall be an independent contractor and this Agreement shall not create the relationship of co-partners or joint ventures with the City. All employees of Lansing or its subcontractors shall remain employees of Lansing or the subcontractors and shall not become employees of the City.
10. Lansing agrees that during the life of this Agreement, Lansing shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status, disability, sexual orientation, age, religion or status with regard to public assistance and shall intend a similar provision in all subcontracts.
11. Safety Requirements. That Lansing shall provide all required notices to the Department of Natural Resources and the City in connection with this demolition. Lansing shall submit a traffic control plan to the City of Marshalltown, Building Inspection Department 10 days before any abatement or demolition activities. Lansing shall provide any traffic control devices necessary for the project. The asbestos removal shall comply with all of the qualifications, safety requirements and requirements for protection of the public, noise pollution, dust control and protection of public utilities and adjacent property as required in the Request for Bids.
12. Payment shall be made to Lansing upon completion of the entire project and acceptance by the City.

Dated this _____ day of _____, 2019.

City of Marshalltown

by _____
Joel T.S. Greer, Mayor

by _____
Shari Coughenour, City Clerk

Lansing Brothers Co., Inc.

by _____